



BETWEEN

NORTH ROAD COMBINE INC.

AND

..... PIGEON CLUB INC.

DEED OF INDEMNITY

Dated:

North Road Combine



THIS DOCUMENT is made on the date set out in schedule 1

BETWEEN NORTH ROAD COMBINE Inc. of Zammit Street,
Deception Bay in the State of Queensland

AND PIGEON CLUB INC of St,
..... in the State of Queensland

RECITALS

- A. **NORTH ROAD COMBINE Inc.** conducts an Incorporated Association for Racing Pigeons from Deception Bay in the State of Queensland.
- B. **NORTH ROAD COMBINE Inc.** transports racing pigeons to / from different locations within Queensland at the request of other organisations.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this document unless the contrary intention appears:

"Business Day" means every day other than Saturdays, Sundays and public holidays in Brisbane.

"Notice" means a written notice, demand, waiver, approval, consent, communication, statement or other document given pursuant to this document.

"The Parties" means each of the parties named in this deed and / or who executes this deed and where this deed refers to the parties the obligations thereby imposed by the terms of this deed apply to and bind each of the parties jointly and severally.

1.2 Interpretation

In this document unless the contrary intention appears, a reference to:

- a) a clause or schedule is to a clause or schedule in this document;
- b) the singular includes the plural and vice versa;
- c) any gender includes all other genders; and
- d) a person includes a corporation and an association whether incorporated or not and vice versa.

1.3 Headings

The clause headings appearing in this document are inserted for convenience of reference and shall not affect the construction of this document.



1.4 Governing Law

Notwithstanding the residence or domicile of any party to this document, this document shall be governed by and construed in all respects in accordance with the law of Queensland.

2. MUTUAL COVENANTS

2.1 CLUB INC. assumes an unqualified obligation to defend and agrees to indemnify and hold harmless NORTH ROAD COMBINE Inc. of and from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments including legal fees and costs, howsoever arising associated with the performance or for the breach of contract regarding the transportation of pigeons from St, by the North Road Combine Inc. for the pigeon racing season.

3. GENERAL PROVISIONS

3.1 Costs

- a) Each party to this document will bear its own costs and expenses of and incidental to the negotiation, preparation and execution of this document.

3.2 Joint and Several Liability

In this document, an obligation incurred by two (2) or more persons will be construed as an obligation incurred jointly and severally by each of such persons.

3.3 Amendment

This document may only be varied or replaced by a document duly executed by the parties.

3.4 Waiver and Exercise of Rights

- a) A single or partial exercise or waiver of a right relating to this document will not prevent any other exercise of that right or the exercise of any other right.
- b) A party will not be liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

3.5 Further Assurance

Each party shall promptly execute all documents and do all things that any other party from time to time reasonably requires of it to effect, perfect or complete the provisions of this document.

3.6 Approvals and Consents

Subject to any express provision in this document to the contrary, a party may conditionally or unconditionally give or withhold any consent to be given under this document and is not obliged to give its reasons for doing so.



3.7 Severability

If any term or condition of this document or its application to any person or circumstances is or becomes invalid or unenforceable the remaining terms and conditions shall not be affected thereby and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

3.8 Time of the Essence

In this document unless the contrary intention appears, time is of the essence of this document.

3.9 Notices

- a) A Notice:
 - I. in the case of a Notice given by a corporation, may be signed under the common seal of the corporation or under the hand of any director, attorney, solicitor, manager, secretary or other authorised officer for the time being of the corporation; and
 - II. in the case of a Notice given by a natural person, may be signed by the natural person or under the hand of any attorney or solicitor for the time being of the natural person.
- b) Any Notice is sufficiently served on or given to a party to this document if served personally on that party or if addressed to that party and:
 - I. sent by registered post, airmail if outside Australia, to; or
 - II. sent by facsimile to, that party at:
 - III. that party's principal place of business for the time being in Queensland;
 - IV. such place as that party may nominate in writing from time to time for the service or delivery of Notices and, until such a nomination is made, at the place set out in schedule 1; or
 - V. if the party is a corporation, that party's registered office.



- c) A Notice sent by post, registered post or facsimile is taken to be received:
 - I. in the case of a Notice sent by post or registered post, on the second Business Day after posting if posted in Australia and on the fifth Business Day after posting if posted outside Australia; and
 - II. in the case of a Notice sent by facsimile, on the day stated in the transmission report by the machine from which the Notice was sent if it indicates the Notice was sent in its entirety to the facsimile number of the recipient before 5.00pm on a Business Day, otherwise on the next Business Day. For the purpose of this paragraph the time referred to is the time in the place to which the Notice is sent.
- d) Unless a later time is specified in the Notice, a Notice takes effect from the time it is actually received or taken to be received.
- e) Without preventing any other mode of service, any document in an action (including, without limitation, any Writ of Summons or other originating process or any third or other party notice) may be served on any party in accordance with, this clause.

3.10 Attorneys

Where this document is executed on behalf of any party by an attorney, the attorney, by the attorney's execution, declares that the attorney has no notice of the revocation of the power of attorney under the authority of which the attorney executes this document on behalf of the party.

3.11 Assignment

A party shall not dispose of or encumber any right under this document without the prior written consent of the other parties to this document.

3.12 Disclosure

Each party to this document warrants that:

- a) it has made full disclosure concerning all matters relating to this document upon which enquiry has been made by the other party; and
- c) all information which has been given by or on behalf of such party to the other party in the course of negotiations leading to this document is true and accurate in all respects.

EXECUTED and unconditionally delivered as a deed.

SIGNED SEALED AND DELIVERED by **North Road Combine Inc.** in accordance with their articles of association in the presence of or by the officer(s) of the Association whose signatures appear(s) below:

(signature of president)

(full name of signatory)

(signature of secretary)

(full name of signatory)

(common seal of company - optional)

SIGNED SEALED AND DELIVERED by in the presence of:

(signature of witness)

(full name of witness)

(signature)

(please print name)

please delete inapplicable word(s)

SIGNED SEALED AND DELIVERED by in the presence of:

(signature of witness)

(full name of witness)

(signature)

(please print name)

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(full name of witness)

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