

Spacing-in (Iconic Zip-Lines Pty Limited ACN 636 259 062 t/a Spacing In)

Owner Terms and Conditions

You have agreed to make the Property available for Events, and have appointed us as your agent to book these Events, subject to the terms and conditions below.

1. Definitions

In these Terms, the following definitions shall apply:

Amenities means, collectively, any power, water, sewer, gas, air-conditioning or other services to or from the Event Area.

Bond means the bond payable by the hirer to secure their compliance with and obligations under the Hirer Terms.

Booking means any booking made through us for an Event on the Property.

Booking Fee means the net booking fee we negotiate for any Event that is payable to you (ie the total Booking Fee charged to the Hirer less our Booking Fee).

Business Day means any day that is not a Saturday, Sunday or Public Holiday In NSW.

Concierge means any person/s designated by us to represent us at any Event.

Event means any event arranged through us to be held on the Property (noting that any Event time agreed shall include a period of 2 hours prior to the actual function for setting up purposes, and a period of 2 hours after the actual function for the removal of all items relating to the Event, cleaning up, etc).

Event Area means those areas of the Property that are designated and to be made available by you for any particular Event including all facilities within the Event Area and all Amenities servicing the Event Area (and includes the usual means of access to and from the Event Area). It does not include the use of the Event Area for any residential purposes.

Event Details means the details in connection with any proposed Event – including the date of the proposed Event, purpose of the proposed Event, the duration of the proposed Event, the

Event Areas and any Excluded Areas. It will also include the name of the Hirer (unless we have instructions from the Hirer that they wish to remain anonymous – in which case a delegated representative of the Hirer must be noted).

Excluded Areas means those areas within the Property that cannot be used for any Event, as noted in the Schedule.

Fee Range means the range of Booking Fees we believe we can negotiate in relation to Events held on the Property (subject to nature of the Event, the duration of the Event, the Event Area required, the number of attendees to the Event, the time of the year the Event is to be held, etc.)

Hirer means the person making a Booking for an Event.

Insurer means the insurer noted in the Schedule.

Loss means any loss, cost, or damage.

Schedule means the schedule of details attached to these Terms.

Service Fee means 15% plus GST.

Terms means these terms, as varied from time to time.

2. Agreement

- (a) You agree to make the Property available for Events subject to these Terms.
- (b) We agree to Book the Property subject to these Terms.

3. The Property

- (a) The Schedule sets out the details of the Property. You confirm that you own the Property (or have the right to make the Event Area available for Events) and that you have the right to sign these Terms and make the Property available for Events in accordance with these Terms.
- (b) You acknowledge that all fittings, fixtures and appliances within the Property are in

good working order and condition as at the time of signing these Terms and that you are not aware of any breakages or malfunctioning items. You will let us know in writing if, any fittings, fixtures or appliances within the Property are not functioning as at the time of any Event.

- (c) As a precautionary measure, you must remove any valuable or breakable objects from the Event Area and ensure that they are securely stored out of the Event Area during the Event.

4. Event Booking Fee

- (a) The schedule sets out the details of the booking fee and/or fee range as directed by you.
- (b) The schedule sets out the Bond amount for the event as directed by you.

5. Event Booking Procedure

- (a) We will use reasonable endeavours to procure Bookings for Events at the Property in accordance with these Terms.
- (b) We will market the Property on multiple websites and other sales channels at our sole discretion. Advertised Booking rates may vary across these sales channels and may include the Booking Fee Range specified in the Schedule if we believe this is appropriate.
- (c) Advertised Booking rates and fee ranges will include the booking fee and service fee.
- (d) You agree to provide us with images and videos suitable for marketing purposes or allow us (and any photographers and videographers) to access the Property at reasonable times and on reasonable notice to you, for the purposes of photographing or videoing the Property for marketing purposes. All such costs will be borne by us. All intellectual property rights in and to such photographic images or videos shall be owned by us and you consent to their use for any marketing purposes.
- (e) As and when any potential Booking arises, we will notify you of the proposed details as soon as possible. We will provide you with details of the proposed Hirer (unless they wish to remain anonymous) and the details

of the proposed Event. We will also inform you of the Event Details. All details provided must be kept confidential and should not be disclosed to any person (other than family members living with you).

- (f) If the proposed Hirer so requests, you must allow the proposed Hirer (and/or the Hirer's event planner, florist, caterer, etc) to attend the Property and inspect the Event Area for the purposes of assessing the suitability of the Event Area for the proposed Event. We may also attend the inspection. All inspections will be made at a mutually convenient time and on reasonable notice to you.
- (g) If the proposed Hirer wishes to proceed with the Booking then we shall notify you accordingly. You must then confirm to us in writing that you are agreeable to the Event, as soon as practicable. If we do not hear from you within 3 Business Days then we shall assume that you do not wish to proceed with the Booking.
- (h) You must sign any form of confirmation of acceptance as we may require to confirm the Event.
- (i) We will then confirm with the Hirer that you have agreed to the Event and we will then take a deposit from the Hirer to secure their commitment to the Event.
- (j) Once we notify you that the Booking with the Hirer has been confirmed, you are bound to provide the Property for the Event accordingly.
- (k) We charge a Service Fee of 15% + GST on the total Booking Fee taken from the Hirer. You authorise the deduction of our Service Fee before the balance is remitted to you.

6. Prior to the Event

- (a) Before an Event takes place we may ask that you take us through the Property so that we can familiarise ourselves with the operation of lights, appliances, air-conditioning, etc and you must make yourself available to provide such assistance accordingly.
- (b) Between the time of the Event Booking and the actual Event, if the Hirer so requests, you must allow the proposed Hirer (and/or the Hirer's event planner, florist, caterer, etc) to attend the Property and inspect the

Event Area for the purposes of arranging the Event. We may also attend the inspection. All inspections will take place at a mutually convenient time and on reasonable notice to you.

7. Proposed Event Changes

- (a) We will keep you informed in the lead up to the Event as to any proposed changes to the Event Details that may be requested by the Hirer (for instance, if the duration of the Event is to be extended or the Event Area is to be changed) (each a **Proposed Event Change**) and we will seek your prior approval before any such Proposed Event Changes are agreed (and your prior approval to any change in the Booking Fee as a result of any Proposed Event Changes).
- (b) If you approve any such Proposed Changes, then the Booking details and the Event details shall be taken to be amended (**Approved Changes**) and you must comply with the Proposed Changes accordingly.
- (c) If we do not hear from you within 3 Business Days of notice of any Proposed Event Changes then we shall assume that you agree to the Proposed Event Changes (and any change to the Booking Fee) and you shall be bound accordingly.

8. If you are unable to make the Property available for an Event

You will immediately inform us if, at any time before the Event, you believe you cannot make the Property available for the Event for any reason. You must provide reasons to us. We will then use reasonable endeavours to cancel the function with the Hirer and find an alternative venue for the Event (but make no warranty or representation that we will be in a position to do so, or that the Hirer will agree to any change of venue). You must reimburse us for any Loss suffered, and you indemnify us in respect of any Claim that may be made by the Hirer as a result of the cancellation of the Event.

9. Getting the Property ready for an Event

- (a) Closer to the Event we may provide you with instructions on how to get the Property "Event Ready" - this may include removal and storage of furniture and personal effects as agreed to as part of the job acceptance, cleaning floors and windows,

cleaning the outdoor areas and mowing the lawns/ tidying up the garden areas (if they form part of the Event Area or are visible from the Event Area), cleaning the pool and spa (if they form part of the Event Area or are visible from the Event Area), etc. (**Steps for Getting Event Ready**). You agree to follow the Steps for Getting Event Ready and must notify us as soon as possible, before the Event, if you are unable to undertake any of the Steps for Getting Event Ready. If we need to undertake any of the Steps for Getting Event Ready on your behalf (or engage anyone else to do so) then we may recoup such third party costs and charge a management fee for so doing.

- (b) Before the Event, it may be necessary for certain items to be delivered to the Property to be used for the purposes of the Event by the third party suppliers (eg lighting, staging, tables and chairs, mobile kitchen, mobile coolers, flowers, helium balloons etc) and if so, the time and place of delivery will be discussed with and approved by you (**Approved Deliveries**). If there are any such Approved Deliveries then you must ensure that you (or someone else) will be available at the Property on the day and at the time of the proposed Approved Delivery and that you (or someone else) allow the Approved Delivery to be stored at such location on the Property as is agreed. You must not use or tamper with any such Approved Deliveries prior to the Event.
- (c) Before the Event, it may be necessary for certain items to be delivered to and installed on the Property for the purposes of the Event by the third party suppliers (eg marquee, dance floor, lighting, staging, portable toilets, etc) and if so, the time and place of delivery/ installation will be discussed with and approved by you (**Approved Deliveries and Installations**). If there are any such Approved Deliveries and Installations then you must ensure that you (or someone else) will be available at the Property at the time of the proposed Approved Delivery/ Installation and that you (or someone else) remain on the Property while any such installation is occurring. Any such installation shall take place as a location as agreed. You must not use or tamper with any such installations prior to the Event.

- (d) We will pay you 50% of the Booking Fee for the event prior to the Event, into your nominated bank account.

10. On the day of the Event

- (a) On the day of the Event, you must:
- ensure we have keys to the Property (and access to any garage or other areas included in the Event Area);
 - ensure the Event Area is available at the time and for the duration specified in the Booking;
 - vacate the Event Area and ensure any pets have also been removed;
 - leave the Event Area in a clean and tidy condition;
 - ensure that any surveillance cameras are turned off (so far as they monitor the Event Area);
 - provide us with any details as may be required for the operation of any lights, appliances, air-conditioning etc to be used for the Event Area;
 - ensure all Amenities to the Event Area are fully operational;
 - provide us with any details in relation to any Amenities that are not functioning properly;
 - provide us with details as to any fittings, fixtures or appliances within or servicing the Event Area that are not functioning properly – including kitchen appliances (if included in the Event Area).
- (b) You must also ensure you have home and contents and public risk insurance cover to cover all risks associated with the holding of the Event - including damage/ destruction to the Property and/or any furnishings or other items in the Property, and accidental injury/death.
- (c) It may be necessary to relocate some furniture and other items from the Event Area to make space for the Event itself and/or to ensure that they are not damaged in the course of the Event and if so, you approve their removal prior or during the Event. All such items will be returned to their

original position following the conclusion of the Event.

11. Concierge Services

- (a) Our agreement with the Hirer may include a charge for one of more of our representatives to attend the Event (**Concierge**). We will have the discretion to determine whether or not we have a Concierge on site for all or part of the Event, if at all (but if you expressly request that we have a Concierge on site for any Event then we shall do so). We may engage our own personnel to act as Concierge or engage third party contractors to act as our Concierge for any Event. The number of Concierges shall be determined by us in our discretion.
- (b) The Concierge/s will use reasonable endeavours to ensure:
- the Event takes place within the Event Areas, and not within any Excluded Areas;
 - the Event takes place during the times agreed;
 - access to the Event Area is restricted to the Hirer, their guests and any invitees;
 - the Hirer (and any guests or invitees) remain in the Event Areas and do not go into any of the Excluded Areas;
 - the Hirer (and any guests or invitees) do not remove any fittings or other items from the Property;
 - the Event Area is not used for any purpose other than the agreed Event;
 - the Hirer (and any guests or invitees) act in a reasonable and responsible manner;
 - no alcohol is sold at an Event under any circumstances;
 - if alcohol is served at the Event – all rules associated with the responsible service of alcohol are duly complied with;
 - under no circumstances shall drugs or other illicit substances be consumed on the Property;

- the Hirer (and any guests or invitees) do not intentionally damage any part of the Property or remove any or your items from the Property;
 - the Hirer (and any guests or invitees) use those facilities within the Event Area in a reasonable and responsible manner;
 - the Event does not cause any undue inconvenience or nuisance to neighbours;
 - the Hirer (and any guests or invitees) leave the Property on conclusion of the Event;
 - the Hirer (and any guests or invitees) leave the Event Area in a clean and tidy condition on conclusion of the Event;
 - the Hirer (and any guests or invitees) leave the Property as the end of the Event quietly, so as not to disturb any neighbours;
 - the Hirer (and none of their guests or invitees) use any part of the Event Area for residential purposes;
 - all rubbish has been removed from the Event Area on conclusion of the Event;
 - all items used in the Event (eg lighting, staging, tables and chairs, mobile kitchen, mobile coolers, flowers, helium balloons, etc.) are removed from the Event Area on conclusion of the Event (unless arrangements have been made for removal at a later date – see below);
 - any installations (eg marquee, dance floor, lighting, staging, etc.) are dismantled and removed from the Event Area on conclusion of the Event (unless arrangements have been made for removal at a later date – see below); and
 - all lights and air-conditioning etc is turned off and the Property is locked when the Hirer (and any guests or invitees) leave the Property at the end of the Event.
- (c) Prior to the commencement of the Event, the Concierge will also undertake an inspection of the Event Area and the fittings, fixtures and appliances and Amenities therein to identify any pre-existing damage
- (such as marks or scratches on walls or floors, broken windows, stains on carpets and other soft furnishings, cracks in tiles, stains on marble and other porous surfaces, damaged lawn or plants etc) (each, a **Damaged Item**). Any photograph or video taken by our Concierge prior to the Event in respect of any such Damaged Item/s shall be conclusive evidence as to the existence of the Damaged Item/s prior to commencement of the Event and you expressly release us in respect of any claim for such Damaged Item/s accordingly.
- (d) Our Concierge/s cannot be in every part of the Event Area at the same time. Accidents can and do happen, and the Hirer and/or their guests or invitees may cause damage to the Property and/or fittings and fixtures within the Property, and our Concierge may not be in a position to witness the event occurring nor be within close proximity to the event to stop it from occurring or minimise any Loss sustained. You release us and our Concierge/s of all and any liability in relation to any Loss suffered from any such events that might occur during the course of the Event.
- (e) You may also engage your own security personnel to monitor the Event (at your cost) provided we are notified beforehand and such person/s liaise with our Concierge/s and comply with all reasonable directions of any Concierge/s.
- (f) Just prior to or in the course of the Event, it may be necessary to carry out urgent repairs to the Property to ensure the safety, security or comfort of the Hirer and/or their guests or invitees - including restoration of power to the Property, emergency repairs to air-conditioning servicing the Event Area, repairs to decking or flooring within the Event Area, unblocking a toilet in the Event Area, etc) (**Urgent Repairs**). If Urgent Repairs are required and we determine that the repairs had nothing to do with the holding of the Event itself, then you will be liable for the costs of the Urgent Repairs and must reimburse us for all costs associated with the Urgent Repairs if we undertake them or engage a third party contractor to carry them out and we pay for them on your behalf. If however the Urgent Repairs were incurred in connection with the Event then we will cover such costs and (if possible) recoup same from the Hirer. If we determine prior to an Event (or discover in the course of an Event) that Urgent

Repairs are required and there is insufficient time to engage a contractor to do the work prior to the Event then we shall have the right to cancel the Event. You will be liable for all Loss and cost incurred in connection with the cancellation.

- (g) You must ensure that on handover of the Event Area for the purposes of the Event, it is clean and tidy - and if we believe it is not, then we may carry out or arrange third party contractors to carry out any such additional cleaning and tidying, at your cost.
- (h) If the Event Area includes any landscaped areas in the Property then you must ensure the lawns are freshly mowed and the gardens are tidy and well maintained - and if we believe they are not, then we may carry out or arrange for third party contractors to carry out any such mowing/tidying, at your cost.
- (i) If you have a pool or spa on the Property and it is within the Event Area (or visible from the Event Area) then you must ensure it is clean and clear of leaves and other rubbish - and if we believe it is not, then we may carry out or arrange for third party contractors to carry out any such cleaning, at your cost.

12. If you remain on the Property during the Event

- (a) If the Event Area comprises the whole of the Property then you shall not be entitled to attend the Property at any time during the course of the Event. If you happen to be invited as a guest to the Event, then you attend as guest only, and strictly upon the following conditions:
 - You must not interfere with the Event in any way (eg turn off lights or air-conditioning, or dim the volume of any music etc).
 - You must not talk to any third party contractors (eg caterers, waiters, etc) or otherwise interfere with the performance of their duties at any time.
 - You must comply with all reasonable directions of our Concierge.
 - While you may speak with our Concierge at any time, you must not issue any directions to them.

- You must remain within the Event Area.
- You must not take any other guests into any other areas of the Property.
- (b) If only part of the Property comprises the Event Area, and you wish to remain in the Property whilst the Event is taking place, then you are entitled to do so but strictly on the following conditions:
 - You must not enter into the Event Area at any time, nor use any areas of the Property that may be visible from within the Event Area, nor allow others to do so.
 - You must not interfere with the Event in any way (eg turn off lights or air-conditioning, or play loud music etc) nor allow others to do so.
 - You must not talk to the Hirer or their guests at any time nor allow others to do so.
 - You must not talk to any third party contractors (eg caterers, waiters, etc) or otherwise interfere with the performance of their duties at any time nor allow others to do so.
 - You must not observe any activities taking place within the Event Area at any time (eg through windows or doors) nor allow others to do so.
 - You must not hold any other function in any other part of the Property at the same time as the Event, nor allow others to do so.
 - You must not photograph, make any video or audio recording of any activities taking place within the Event Area at any time (eg through windows or doors) nor allow others to do so.
 - You must comply with all reasonable directions of our Concierge and ensure that any other family members do so.
 - While you may speak with our Concierge at any time, you must not issue any directions to them and ensure that all other family members do so.
 - You must restrain your pets (or the pets of any family member) from entering the Event Area.

- (c) If you have any concerns as to the manner in which the Event is being managed then you must immediately contact us directly (on the mobile number indicated in the Schedule) or inform our Concierge and we shall consider the matter and take such steps as we deem to be appropriate in the circumstances. You must not take any action except in the event of any urgency or emergency where we (and our Concierge) are uncontactable or unavailable for any reason.

13. Contact during the Event

You must make yourself available on your mobile phone for the entire duration of any Event in case of any urgent matter or emergency arising - eg power outage, water blockage, alarm activation, etc. If we cannot make contact with you on the mobile number provided then we reserve the right to deal with such matter as we see fit.

14. Lost Property

If the Hirer or any guest or invitee inadvertently leaves any items on the Property at the conclusion of any Event you must notify us as soon as you discover them and await further instructions from us as to collection of them.

15. Images and Recordings

- (a) You acknowledge that the Hirer and/or their guests may take photos, videos and/or recordings of the Event (or engage a professional photographer or videographer to do so) (collectively, **Images and Recordings**) and that some of these may show parts of the Property and/or fittings or furnishings and personal effects with the Property. Any such Images and Recordings may also be uploaded onto FaceBook™, Instagram™ and other social media platforms. We may also take Images and Recordings in the course of Events for marketing purposes. You acknowledge you have no intellectual property rights whatsoever in relation to any of the Images and Recordings and consent to their use for marketing purposes.
- (b) We take the privacy of our Hirers and their Events very seriously. If you breach the provisions of clause 11(b) above, and take (or allow any other persons within your control to take) any Images and Recordings of any Event (collectively, Unauthorised

Images and Recordings) then the following shall apply:

- we retain all intellectual property rights in the Unauthorised Images and Recordings;
- you must hand over all Unauthorised Images and Recordings and any copies of them on demand;
- you must delete any copies of any Unauthorised Images and Recordings on demand (and if so requested by us, sign a statutory declaration to the effect that you have complied with this clause); and
- you must not sell, reproduce or dispose of any Unauthorised Images and Recordings without our prior written consent.

You indemnify us and shall keep us so indemnified in the event of any Loss arising from a breach of this clause – including without limitation any claim by the Hirer for a breach of their privacy or breach of their intellectual property rights.

16. After the Event

- (a) We will pay you the balance of the Booking Fee for the event within 3 days of the first Business Day after the Event – into your nominated bank account. We have a right to set-off any amounts from the balance prior to payment to you.
- (b) Following the Event, it may be necessary for us to arrange for cleaners to attend the Property to clean the Event Area and if so, the time scheduled for cleaning will be discussed with and approved by you (**Approved Cleaning**). If any Approved Cleaning is arranged, then you must ensure that you are available at the Property at the time of the proposed Approved Cleaning and that you allow the Approved Cleaning to be undertaken as agreed.
- (c) Following the Event, it may be necessary for certain items to be removed from the Property after the Event by the third party suppliers (eg lighting, staging, tables and chairs, mobile kitchen, mobile coolers, flowers, helium balloons, etc,) and if so, the time and place of removal will be discussed with and approved by you (**Approved Removals**) and the items will be stored on

the Property until such time as they are removed. If there are any such Approved Removals then you must ensure that you (or someone else) are available at the Property at the time of the proposed Approved Removals and that you allow the Approved Removals to be removed as agreed.

- (d) Following the Event, it may be necessary for certain items to be dismantled and removed from the Property after the Event by the third party suppliers (eg marquee, dance floor, lighting, staging, portable toilets, etc,) and if so, the time of dismantling/ removal will be discussed with and approved by you (**Approved Dismantling and Removal**). If there is any such Approved Dismantling and Removal then you agree that such items shall remain on site pending the dismantling/ removal, you must ensure that you (or someone else) are available at the Property at the time of the proposed Approved Dismantling/ Removal, and remain on the Property while any such dismantling/removal takes place.

17. Damage, destruction, injury etc

- (a) You must notify us within 24 hours if you become aware of any damage, destruction or theft of the Property (or any part of it) that may have been caused during the Event and/or in connection with the Event. We will follow up the matter with our Concierge and the Hirer to determine whether the damage was caused in connection with the Event and if so, the circumstances. We will report back to you on any information we may obtain in connection with the matter.
- (b) We will notify you if we become aware of any damage, destruction or theft of the Property (or any part of it) that may have been caused during the Event and/or in connection with the Event. We will provide reasonable assistance to you in making any claim under your insurance policy in connection with any such damage, destruction and/or theft. You acknowledge that we are released of any liability in connection with such damage, destruction and/or theft and that you will not make any claim on us in respect of such matters.
- (c) We will notify you if we become aware of any accidental injury or death occurring in the course of the Event and/or in connection with the Event. We will provide reasonable assistance to you in making any claim under your insurance policy in connection with any

such matter. You acknowledge that we are released of any liability in connection with such matter and that you will not make any claim on us in respect of such matter. You will also indemnify us if any third party (including the Hirer) makes any claim of any kind on us in connection with any such matter.

- (d) You are responsible for all legal costs incurred in connection with any claim against your insurers. If we are required to attend any hearing during the claim process, we may charge you a daily rate to do so and if so, such rate shall be payable as a condition of our attendance at the hearing.
- (e) You acknowledge that in the course of an Event, the Event Area will be subjected to a certain level of fair wear and tear (having regard to the number of attendees, the duration of the Event and the nature of the Event) especially in high traffic areas. For instance, if the Event Area includes an outdoor area and lawn and a Marquee and dance floor is installed on the lawn, then it can be expected that there will be some minor damage to the lawn arising from the installation of the structural items and high traffic areas in and out of the marquee. You acknowledge that we will not be liable for any such minor damage arising from fair wear and tear.
- (f) We will take a bond from the Hirer to cover any Loss in connection with an Event and/or any additional costs and expenses as may be payable by the Hirer under the terms of our agreement with them (**Bond**). We may apply all or any part of the Bond towards any repairs necessitated as a result of the Event and/or in relation to any such additional costs and charges. We make no warranty as to the amount of the Bond to be taken or that it will be sufficient to cover any claims made for Losses sustained by you. Some of the Bond for instance may be applied by us for additional costs and expenses that we have incurred in connection with the Event.

18. Multiple Events

These Terms can apply to one single event or to any number of Events. If it is intended that these Terms apply to multiple Events then it shall not be necessary for us to enter into a separate agreement with you each and every time we make a Booking. As and when we confirm a

Booking these Terms will apply to that Booking and bind both parties accordingly. If the Terms have been updated since the last Booking then the updated Terms shall apply to any new Booking made after the date we have notified you of the update.

19. Updates to these Terms

- (a) These Terms may be updated by us from time to time in our discretion, on notice to you (**Updated Terms**) and the Updated Terms shall have effect in relation to all Bookings made after the date they have been notified to you.
- (b) The Updated Terms shall not apply to any future Events that have already been Booked before we have notified you of the Updated Terms.

20. Bookings must be honoured

- (a) If you accept a Booking for an Event, and we accept the Booking for that Event on the basis of your acceptance, then you must make the Property available for the Event accordingly in accordance with these Terms. If you cancel any Booking for any reason (or we have to cancel any Booking for some deliberate reason on your part), then you indemnify us for any Loss sustained - including any claim by the Hirer arising from the cancellation (which may include costs incurred for procuring an alternative venue, any cancellation fees incurred by the Hirer on account of the cancellation of the Booking, any additional costs incurred by the Hirer for the alternative venue and/or any alternative goods or services required for the Event (eg caterer, flowers, marquee hire, band hire, etc). You accept this is fair and reasonable in the circumstances, given:
 - we have acted in reliance upon your warranties and representations in these Terms in securing the Booking for the Event and have incurred time and cost in securing the Booking;
 - the Hirer has acted in reliance of our warranties and expectations to them that the Event Area will be available for the Event and that you have confirmed same to us prior to taking the Booking from the Hirer; and
 - the Hirer has acted on the expectation that the Event will proceed as planned,

and has spent time and effort arranging the Event, and will suffer Loss if the Event is cancelled, postponed or moved to an alternative venue (if possible).

- (b) If you sell (or lease) the Property and an Event has been Booked to take place after the sale (or commencement of the lease), then you must notify us immediately. If the Event cannot be held as a result then you indemnify us for all Loss arising from the cancellation. Clause 20(a) above shall apply.

21. Booking Fees

- (a) The Booking Fee Range is indicative only and you acknowledge that Booking Fees will depend on the nature of the Event, the duration of the Event, the Event Area required, the number of attendees to the Event, the time of the year the Event is to be held, etc.
- (b) You authorise us to negotiate the Booking Fee in our discretion. We will not accept any Booking Fee below the Fee range unless it is first approved by you.
- (c) If Event fees are refunded to a Hirer for any reason, then your Event fees will be reduced by a proportionate amount. If all Event fees have been paid to you then the refunded Event fees are a debt owed by you to us and may be deducted from the next following Event or recovered as a debt.

22. Your obligations as Property Owner

- (a) As owner of the Property, you are under various obligations with respect to occupational health and safety. It is your responsibility to ensure that, in respect of any Event Area, you comply with all relevant laws and regulations, including, but not limited to ensuring that:
 - gas appliances are properly and regularly maintained;
 - electrical appliances and outlets are safe;
 - safety switches are installed on all power boxes within the property;
 - smoke alarms are installed and operating effectively within the Property;
 - swimming pools and spas (and all ancillary pool fencing and pool signage) meet regulatory standards and are registered;

- swimming pools and spas are regularly cleaned and tested;
- swimming pool/ spa filtration and chlorination systems are functioning optimally;
- air-conditioning systems are regularly serviced and maintained as required;
- fire places and chimneys are regularly cleaned and maintained;
- the Property is regularly treated for pests and rodents;
- any alarm system in the Property is fully operational;
- handrails, balustrades, fences and stairs comply with applicable Building Codes; and
- the Property is generally safe and fit for occupation generally.

We will not independently investigate such matters and you should not assume that we do so.

- (b) As and when any Booking is made, and before any Event is held, you must let us know if any fittings, fixtures or appliances in the Event Area are not properly functioning. We will not independently investigate such matters and you should not assume that we do so. If we receive no such notice from you prior to any Event then we shall be entitled to assume, and you hereby acknowledge and warrant to us, that all fittings, fixtures and appliances in the Event Area are in good working order and condition and that the Property otherwise complies with all applicable laws and regulations.
- (c) If the Property is located in an area where you are required by law to have the Property registered for Events, then it is your responsibility to register the Property and comply with any such laws accordingly and you warrant and represent to us that you have obtained such registration and are complying with any such terms. We will not independently investigate such matters and you should not assume that we do so.
- (d) We are not qualified to provide advice on health and safety or fire risk matters. It is your responsibility to ensure that any Event Area within the Property meets all regulatory requirements. We are not responsible for resolving health and safety or fire hazards unless these are made known to us, in writing, before any Event commences and we have sufficient time to deal with them. If we need to cancel an Event because any such matters have not

been fully attended to by you, or we have insufficient time prior to an Event to attend to such matters, or the Event proceeds notwithstanding the issues, then you indemnify us and shall keep us so indemnified for any Loss incurred (including any claim by the Hirer or any guest).

- (e) If you have any concerns about your compliance with any regulations, please let us know as soon as practicable and we will endeavour to introduce you to a third party consultant qualified to inspect the Property in order to advise about fire and any remedial work which may need to be undertaken. If we incur any costs associated with such inspection, then we will either charge you for these in advance or (at our sole discretion) or deduct such costs from any Booking Fees received.
- (f) You also warrant that you own the Property or that you are duly authorised to arrange Events on the Property to Hirers and are permitted by law to allow letting of the Property. If you are in any doubt, you should check the terms of your council zoning guidelines, the by-laws of the owners corporation (if applicable) and the terms of any lease, licence, mortgage or other document which may regulate the use of the Property to ensure the Property can be made available for Events and that you can otherwise comply with these Terms. We will not independently investigate such matters and you should not assume that we do so.
- (g) You will be responsible for the payment of all outgoings in connection with any Amenities on or servicing the Property – including council rates, water rates, electricity accounts, phone, fax and internet accounts, pest control, fire protection, rubbish removal services, gas accounts and strata levies (as applicable). All such costs shall be paid as and when they are due so as to ensure continued supply of those Amenities during the course of any Event. If you are informed that any such Amenities may be disconnected during any Event (eg for the purposes of repairs, maintenance or upgrading) then you must notify us as soon as practicable so that we can inform the Hirer.

23. Termination

- (a) Either party may terminate these Terms by way of 14 days' written notice to the other

party (**Termination Notice**) subject to the following.

- These Terms shall continue to apply to and bind the parties in relation to any Events that have been Booked prior to the date of the Termination Notice. Without limitation, any Booking Fees payable to you, or any fees or charges payable to us, shall be and remain repayable.
 - All pre-existing rights and entitlements of the parties shall continue to bind the parties accordingly. Without limitation, all confidentiality undertakings in these Terms shall continue to apply and bind the parties, all intellectual property rights and entitlements set out in these Terms shall continue to apply and bind the parties, and all indemnities from one party to the other under these Terms shall continue to apply and bind the parties, despite the issue of any Termination Notice.
- (b) We will be entitled to terminate these Terms by notice in writing immediately if you are in material breach of any of the Terms, which includes:
- any action taken by you (or by others within your control) to cancel an Event, obstruct an Event, disclose any confidential details in relation to an Event, or put our goodwill or reputation at risk; and/or
 - we discover you are not legally entitled or permitted to licence out the Property for any Event.

24. Cancellation by Hirer

- (a) If a Hirer cancels an Event at any time and for any reason prior to the Event, we will notify you as soon as possible. We will (at our sole discretion) determine the cancellation terms that apply to such cancelled Event. You will then (subject to clause 23(c) and provided that the cancellation does not arise from your negligent or wilful act or omission or breach of these Terms) receive the same amount of funds we have retained from the Hirer minus any Service Fees and/or outstanding out-of-pocket costs or disbursements we have incurred in connection with the Event.

- (b) We are not responsible for any Loss arising from any cancellation by the Hirer. Only the amount already collected from the Hirer will be paid to you in accordance with clause 23(a) and you expressly release us of any liability for any shortfall.

- (c) We note that our Refund Policy is as follows:

We will allow a full refund to the Hirer if the Hirer cancels a Booking at least 30 days prior to the date of the proposed Event and a 50% refund if the hirer cancels a booking within 29 to 7 days prior to the date of the proposed event. No refund will be given within 7 days prior to the date of the proposed event. In the case of a partial refund or no refund, we shall be entitled to deduct our service fee prior to remitting the remaining amount to you.

We will notify you as soon as practicable if the Hirer cancels within the 30 day period above (**Cancellation Notice**) and once the remaining portion of the booking fee has been remitted to you, then despite anything in these Terms, you shall have no recourse against us or the Hirer and you expressly release us and the Hirer in respect of the cancellation.

25. Resolution of Disputes

- (a) If, in our reasonable opinion, an issue is raised by any Hirer in connection with any Event held on the Property (eg state of cleanliness or disrepair, or lack of Amenities, etc) then you authorise us to negotiate with the Hirer and make decisions on your behalf in order to resolve the issue with the Hirer including providing discounts and/or an alternative venue for the Event. We shall have the discretion to make these determinations as we deem appropriate in the circumstances and you release us of any claim in relation to any such determinations made (or not made). If we are unable to resolve any dispute with the Hirer within 21 days of the dispute being notified by the one party to the other then either party may call for the matter to be arbitrated by a suitably qualified arbitrator as nominated by agreement by the parties, or failing agreement as nominated by the President for the time being of the Law Society of NSW (**Arbitrator**). The Arbitrator's decision shall be final and binding in all respects and the costs of the Arbitration shall be borne by the parties in

the manner and proportion as specified by the Arbitrator.

- (b) If any dispute arises between ourselves and with you in connection with these Terms, then the parties shall use reasonable endeavours to resolve the matter within 21 days of the dispute being notified by one party to the other. If we are unable to resolve any dispute within the 21 day period then either party may call for the matter to be arbitrated by a suitably qualified arbitrator as nominated by agreement by the parties, or failing agreement as nominated by the President for the time being of the Law Society of New South Wales (**Arbitrator**). The Arbitrator's decision shall be final and binding in all respects and the costs of the Arbitration shall be borne by the parties in the manner and proportion as specified by the Arbitrator.

26. Our Liability to you

- (a) To the maximum extent permitted by law:
 - We will not be liable to you in the event of a claim by a Hirer against you.
 - We will not be liable to you for any business, financial or economic loss or for any consequential or indirect loss such as lost reputation, lost bargain, lost profit, loss of anticipated savings or lost opportunity arising as a result of any services we have provided (or not provided) to you under these Terms.
 - We accept no liability for damage to the Property nor any liability for any damage, loss or theft of the contents within the Property by the Hirer or any invitee of the Hirer or any person when the Property is not occupied. We will not be liable for any Property damage or Loss, or any Loss, theft or damage to contents within the Property that is not recovered under any insurance policy held by you nor are we liable for the amount of any insurance excess or to the extent that any policy limitations or exclusions apply.
- (b) Nothing in these Terms limits or excludes our liability for death or personal injury arising as a result of our negligence.

27. Your Liability to us

- (a) You will be liable and will indemnify us against any Loss suffered or incurred as a result of any breach by you of these Terms (including any claim by the Hirer or any guest).
- (b) You will be liable to the Hirer for the safety of the Property and for ensuring that the Property is available on the dates which have been Booked, and the Property (and all fittings, fixtures and appliances within it) is in the condition as listed on our website and/or any other marketing material. You will indemnify us for any claim by the Hirer in respect of such matters.

28. Insurance and Property Damage

You acknowledge that you have taken out adequate home and contents, workers compensation, public liability, and landlord's insurance cover to insure against all risks associated with any Events (each, an Insurance Policy) and any other risks associated with these Terms, and that you will continue to take out and maintain such cover for the duration of these Terms and as long as there are any outstanding Events (whichever is the later). You must provide us with a copy of any such Insurance Policy on request. You must also arrange for our name to be included as an insured party if we so request.

29. General Provisions

- (a) **No representations** - While we make every endeavour to qualify and pre-vet Hirers, we make no representations or warranties to you about Hirers and/or their guests or other invitees. Nor do we give any representations or warranties as to the frequency of Events, the expected returns from Events, the character or conduct of a Hirer (or their guests) or any other aspect of the possible rental arrangements in connection with the Property.
- (b) **Rights of set-off** - You will not be entitled to withhold by way of set-off, deduction, counterclaim any amounts, which you owe to us against any amounts that you maintain we owe to you. We have a right of set-off against all and any amounts due and owing by you under these Terms.
- (c) **Third party contractors** - We may use employees or self-employed third party contractors and we shall have discretion as to which of our employees or subcontractors are assigned to perform any

services we provide to you under these Terms.

- (d) **Assignment and subcontracting** - These Terms are personal to you and may not be assigned under any circumstances. If you sell the Property, you must notify us as soon as practicable and you may not transfer your rights under these Terms to any purchaser except with our express written consent. We may assign or sub-contract our obligations under these Terms in our discretion.
- (e) **Limitation on liability** - We will not be liable to you or be deemed to be in breach of these Terms by reason of any delay in performing, or any failure to perform, any of our obligations, if the delay or failure was due to any cause beyond our reasonable control such as severe weather, a natural disaster, strikes, governmental action, terrorism, war and civil unrest or pandemic (**Force Majeur**). Without limitation this shall include the cancellation or cessation of the Event by the Hirer on account of the Hirer (or their spouse or children) contracting COVID19 and you specifically release us and the Hirer in respect of any Loss arising from the cancellation of the Event if a Force Majeur occurs.
- (f) **Personal Information** - You agree that we may pass information about you and/or the Property to companies in our group (**related companies**) to assist us and/or our related entities in fulfilling these Terms. This information will include contract details and information about work undertaken for you and/or service provided. We may also use your information and information in relation to the Property for our own marketing purposes. This does not affect your statutory rights under any applicable privacy legislation. Unless we have your express consent, we will only disclose personal data or data in relation to the Property to third parties if this is required:
- for a purpose connected with an Event;
 - in the event of a sale of our business;
 - if disclosure to professional advisors (eg solicitors and accountants) is reasonably required;
 - if required by law or court order; and/or
 - if disclosure to any related companies is reasonably required for a purpose connected with these Terms.

- (g) **Entire agreement** - These Terms represent the entire agreement between the parties and supersede any previous marketing information, representations or agreements whether recorded in writing or otherwise.
- (h) **Reasonableness of Terms** - Each party agrees with the other that:
- these Terms are fair and reasonable in all the circumstances and necessary to protect the rights and interests of the parties (and the Hirer),
 - these Terms have been signed freely and voluntarily, without coercion of any kind; and
 - prior to signing, the party has had ample opportunity to obtain independent legal, financial, tax and other advice in relation to its subject matter.
- (i) **Severability of provisions** - Despite clause 28(h), if any provision of these Terms are held not to be valid by a court of competent jurisdiction but would be valid if part of the wording were deleted, then such provision shall apply with such deletions as may be necessary to make it valid. If any of the provisions in these terms are held not be valid the remaining provisions of these terms shall remain in full force and effect.
- (j) **Governing Law** - These conditions are governed by the laws of New South Wales, Australia. The parties agree to submit to the exclusive jurisdiction of the courts in that jurisdiction.
- (k) **No Waiver** - If you breach these Terms and we decide to take no action or neglect to do so, then we will still be entitled to take action and enforce our rights and remedies for any other breach. Any delay in taking action in respect of any breach shall not be taken to constitute any waiver of our rights.
- (l) **General Notices** - Any notice issued under these Terms (other than a Termination Notice) may be served by post, fax, email or by directly entering information into any specially designed area of our website.
- (m) **Termination Notices** - A Termination Notice may be served by you either by registered post to our registered office (details available on our website) or by email. A Termination Notice that is sent to us by email shall not be effective until it has been acknowledged by us (and any 'out of office' or autoreply shall not amount to an

acknowledgement for the purposes of this clause).

(n) **Notice of rejection of Bookings** - A rejection of potential Booking may only be made by text or email to the number and email address specified in the Schedule.

(o) **Multiple owners** - If there is more than one owner of the Property then each of you acknowledge as follows.

- Each owner is bound under these Terms on a joint and several basis.
- We have authority to correspond or communicate with either of you in relation to any aspect of these Terms or an Event and shall be entitled to assume that such owner has relayed the information to the other owner accordingly.
- If either of you give us instructions or directions in relation to any matter then such instructions or directions shall be taken to have been given by both of you.
- If we serve any notice on one of you under clauses 28(l) – (n) then the notice shall be taken to have been served on both of you.
- If one of you serve any notice on us you under clauses 28(l) – (n) then the notice shall be taken to have been served by both of you.
- If we are directed to make any payment under these Terms to a nominated bank account that is in the name of one of you, then the other authorises such payment accordingly.

(p) **Corporate and Trustee Owners** - If the Owner of the Property is a company or trust (or you are signing this document as authorised representative of the Owner) then you acknowledge that:

- you are duly authorised to enter into and sign this document on behalf of the Owner and bind the Owner accordingly;
- you are duly authorised to act as the Owner's representative in terms of accepting Bookings and issuing instructions to us for the purposes of any Booking and at any Event;
- you will ensure that the Owner complies with these Terms at all times; and
- you unconditionally and irrevocably guarantee the obligations of the Owner

under these Terms and indemnify us in the event of any claim or Loss arising in connection with any breach of these Terms by the Owner.

(q) **Contact Details** - You must provide us with your contact details at the time of signing these Terms (including your bank account details). It is important that you notify us if any such contact details change.

(r) **Short Term Rental Accommodation** - As the Hirer is hiring the Event Area solely for the purposes of the Event and this agreement with you does not involve the Hirer nor any of their guests or invitees sleeping or otherwise residing in the Event Area or any other Part of the Property as part of the Event, the laws specifically relating to short term rental accommodation (collectively, the **STMA Laws**) do not apply to this agreement. If however the STMA Laws do apply then:

- you agree to comply with the STMA Laws in all respects as Owner;
- if there is any inconsistency between these Terms and the STMA Laws, then the STMA Laws shall apply to the extent of the inconsistency and these Terms shall be read down accordingly;
- if there are any additional provisions in the STMA Laws that are not covered by these Terms, then such additional provisions shall be deemed to be incorporated into these Terms as if they were recited below,
- all warranties, indemnities, undertakings, covenants and acknowledgements on the part of an Owner as specified in the STMA Laws are hereby given by you and shall fully apply to this agreement as if they were fully recited below; and
- you shall indemnify us and keep us so indemnified in respect of any Loss or claim arising from a breach of the STMA Laws.

(s) **GST** - The Hirer is liable to pay us the GST on the Booking Fee. The Hirer is also liable to pay any GST on any other services rendered under our agreement with the Hirer and/or goods and services arranged in accordance with our agreement with the Hirer. You will be liable to pay us the GST on any services rendered under these Terms and/or goods and services arranged in accordance with these Terms. For instance, you are liable to pay us GST

on the Service Fee as and when it is
invoiced to you.