

TERMS AND CONDITIONS

1. INTRODUCTION

A Perfect Space is in the business of listing and advertising locations available for third parties to hire through an online platform. The Hirer wishes to create an account with A Perfect Space to view and potentially book Locations on the Website. The parties agree that the relationship shall be governed by the terms and conditions of this Agreement.

By ticking the box or by using the Website or booking a Location following receipt of this Agreement, the Hirer has entered into this Agreement on these terms.

2. DEFINITIONS AND INTERPRETATION

2.1. The following terms shall have the following meaning attributed to them in this Agreement:

A Perfect Space means A Perfect Space Pty Ltd (ACN 612 421 566) a company incorporated in Victoria, Australia.

Agreement means this hirer agreement.

APS Service Terms means those terms featured on A Perfect Space's Website which form part of the terms of agreement between the Hirer and A Perfect Space available from [\[LINK\]](#).

Booking Fee means the amount payable by the Hirer to A Perfect Space when booking a Location, which is calculated as 15% of the Location Fees.

Business Day means any day other than a Saturday, Sunday or public holiday in Melbourne, Victoria, Australia.

Confidential Information means all communications between the parties to this Agreement and all data, information and other materials supplied to one party by the other party or received by one party from the other party that is either marked confidential or by its nature is intended to be confidential, and any information considering the business, transactions or the financial arrangement of either party disclosed to the other party that is conveyed in circumstances that indicate it is confidential, but does not include information that is: (a) in the public domain other than by breach of this Agreement; or (b) required to be disclosed by law; or (c) information known to the recipient party prior to the commencement of this Agreement.

Commencement Date means the earlier of the date that the Hirer creates an account to use the Website or ticks the box accepting this Agreement.

Force Majeure Event means an event beyond the reasonable control of A Perfect Space.

Hirer means the person or entity who uses the Website to book or potentially book a Location.

Location(s) means any property, venue or site offered for hire or potential hire on the Website.

Location Fees means the total amount that the Owner/Manager charges the Hirer to hire the Owner/Manager's Location for the Hirer's requested period and includes commission payable to A Perfect Space (but does not include the Booking Fee).

Location Manager means an employee engaged by A Perfect Space to attend the Location on the day of a particular booking to manage the Hirer's use of the Location and represent both parties interests. Fees will included as part of location hire charges.

Owner/Manager means any person or entity who offers their Location(s) for hire on the Website.

Overtime Charges means charges incurred by the Hirer for using the Location beyond the booking period.

Proposed Use means the intended use of the Location indicated by the Hirer when requesting to book that Location.

Tax means any taxes, charges or levies imposed by any relevant authorities for taxation purposes. For the avoidance of doubt Tax

includes the goods and services tax created by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Website means www.aperfectspace.com and includes any other online or mobile platform used by A Perfect Space.

3. A PERFECT SPACE'S OBLIGATIONS

3.1. A Perfect Space agrees to allow the Hirer to create an account on the Website to browse the listed Locations, and will afford the Hirer the opportunity (subject to availability) to request to book any Location with an Owner/Manager through the Website.

3.2. A Perfect Space is a booking portal and does not act as an agent for the Hirer or any Owner/Manager.

3.3. A Perfect Space does not warrant or guarantee that the Owner/Manager will accept the Hirer's requested booking of the Location and takes no responsibility for any bookings refused or cancelled by Owners/Managers.

3.4. Whilst A Perfect Space shall endeavour to ensure the Website functions well at all times A Perfect Space makes no warranty as to the proper or continued function of the Website nor that the Website will be free from viruses, harmful code, malware or other bugs.

3.5. The Hirer acknowledges that all information on the Website about a Location, including the price, availability, photographs, permitted use, cancellation policies and description, is provided by the Owner/Manager. A Perfect Space takes no responsibility for the content posted on the Website by Owners/Managers or Hirers.

3.6. A Perfect Space may from time to time offer the services of a Location Manager to the Hirer for an additional fee as determined by A Perfect Space. If requested by a Hirer, the Location Manager will attend the Location (subject to availability and payment by the Hirer of the additional fee) at an agreed date(s) and time(s) to manage the Hirer's use of the Location. The Location Manager will not under any circumstances be liable for the acts or omissions of the Hirer.

4. THE HIRER'S WARRANTIES AND OBLIGATIONS

4.1. The Hirer books and uses any Location at its own risk. The Hirer will at all times comply with the reasonable directions of A Perfect Space, the Owner/Manager, any Location Manager and any separate terms and conditions of the Location (including but not limited to any cancellation policy).

4.2. The Hirer warrants that all information provided to A Perfect Space and/or an Owner/Manager (including any Proposed Use) is accurate, up to date and does not infringe any third party rights.

4.3. The Hirer acknowledges that each booking of the Location (if any) will be subject to a separate booking form, which will be signed by the Owner/Manager and the Hirer for that particular booking. The booking form will contain particulars of that booking, including the Proposed Use and the cancellation policies.

4.4. The Hirer acknowledges that it is responsible to the Owner/Manager directly for any damage caused to the Location and indemnifies A Perfect Space for any liability for any loss or damage to the Location.

4.5. The Hirer shall comply with all applicable laws and regulations when using the Website, booking a Location, using a Location and in any other conduct relating to this Agreement. If the Hirer breaches this clause 4.5 then without prejudice to other remedies available to A Perfect Space or the Owner/Manager, A Perfect Space may terminate the Hirer's booking(s) of Location(s) and/or the Hirer's account immediately.

4.6. The Hirer is responsible for satisfying itself that the Location is suitable for the Hirer's Proposed Use and for obtaining any necessary permits and other authorisations and/or consents in relation to the Proposed Use of the Location, including but not limited to any future intended use of materials created by the Hirer during their hire of the Location.

4.7. The Hirer is responsible for the acts and omissions of its guests or

invitees that use or attend the Location during the Hirer's booking and/or use of a Location and must ensure that its guests and invitees comply with the terms of this Agreement and any applicable laws and regulations.

- 4.8. The Hirer undertakes that it will not contact the Owners/Managers directly and will only book the Location through the Website. For the avoidance of doubt, if the Hirer breaches this clause 4.8 then without prejudice to any other rights A Perfect Space may terminate this Agreement immediately and remove the Hirer's account on the Website.
- 4.9. The Hirer shall not post or display any unlawful, defamatory or obscene material on the Website or any material that infringes any other party's intellectual property rights. The Hirer authorises A Perfect Space to make any change to the Hirer's account that it deems necessary to comply with this clause, including deleting the Hirer's account with A Perfect Space in its entirety.
- 4.10. The Hirer grants to A Perfect Space an irrevocable, royalty-free, perpetual licence to use any materials created by the Hirer at the Location, including but not limited to photographs, for A Perfect Space's own advertising and marketing purposes, including but not limited to use on social media, unless otherwise agreed between the Hirer and A Perfect Space in writing.
- 4.11. Unless the requirement is expressly waived in writing by the Owner/Manager, the Hirer shall ensure that at all material times during the use of the Owner/Manager's Location, it has in place public liability and damage insurance for a sum not less than \$20,000,000.00 (Australian dollars) including cover for death and injury of any persons using or attending the Location. The Hirer is to provide both A Perfect Space and the Owner/Manager with a certificate of currency of insurance demonstrating compliance with this clause 4.11.

5. PAYMENT PROVISIONS

- 5.1. Hirers who book the Location shall pay the Location Fees, including Location Manager portion of fees, and any Booking Fees to A Perfect Space directly through the Website (or the third-party payment platform nominated by A Perfect Space in its sole discretion). The Booking Fee is payable by the Hirer in addition to the Location Fees and the Hirer acknowledges that the Booking Fee is not refundable.
- 5.2. The Hirer is required to pay the Booking Fee and 50% of the Location Fees to A Perfect Space or its nominated third party payment platform at the time of making the booking of the Location through the Website. The booking will be confirmed once these monies are received by A Perfect Space or its nominated third party payment platform. The remaining 50% of the Fees are payable to A Perfect Space or its nominated third party payment platform by the Hirer at least three (3) days prior to the commencement date of the Hirer's booking of the Location. The Hirer is also responsible for and must pay any Overtime Charges following completion of the Location booking.
- 5.3. The Hirer irrevocably authorises A Perfect Space and/or its nominated third party payment platform to deduct the Booking Fee and the Location Manager Fees from the credit card used by the Hirer to make the booking of the Location as well as any Overtime Charges following completion of the relevant booking. The Hirer warrants that any credit card used belongs to the Hirer and is valid.
- 5.4. The Hirer irrevocably authorises A Perfect Space and/or its nominated third party payment platform to access and use the credit card used by the Hirer to make the booking of the Location for the purposes of rectifying or compensating for any damage done to the Location during the Hirer's use or booking of the Location.
- 5.5. The Hirer acknowledges that it is required to pay an additional amount equal to 30% of the Location Fees by way of deposit bond. The Hirer irrevocably authorises A Perfect Space or its nominated

third party payment platform to deduct the deposit bond amount from the credit card used by the Hirer to make the booking of the Location through the Website. The deposit bond will be payable by the Hirer at the time of making the booking of the Location through the Website. The deposit bond shall be held by A Perfect Space (or its agent/third party payment platform) and applied towards the cost of any damage to the Location during the Hirer's booking. The deposit bond may also be applied towards the cost of any Overtime Charges at the Location or any ancillary costs incurred by the Owner/Manager or A Perfect Space as a result of the Hirer's booking and/or use of the Location. The deposit bond balance (if any) will be refunded to the Hirer within 14 days of the conclusion of the relevant booking.

- 5.6. A Perfect Space or its nominated third party payment platform shall forward payment of the fees for the booking of the Location to the relevant Owner/Manager (less the Booking Fee, the portion of the Location Fees payable to A Perfect Space for commission and any Tax) prior to the commencement of the Hirer's booking of the Location.
- 5.7. The Hirer acknowledges that each booking of the Location will be subject to a cancellation policy set by the relevant Owner/Manager. For the avoidance of doubt, if the Hirer cancels a booking of the Location then the entitlement to a refund (if any) will be in accordance with the terms of that Location's cancellation policy. A Perfect Space accepts no liability for any cancelled bookings of a Location.
- 5.8. The Hirer acknowledges that A Perfect Space charges commission to the Owner/Manager for their use of A Perfect Space's Website and services.
- 5.9. In addition to clause 5.6, A Perfect Space will retain any portion of the Fees required for Tax.
- 5.10. Any payments relating to this Agreement will be made in Australian Dollars unless otherwise agreed by A Perfect Space. The Hirer is responsible for and must pay any credit card fees, currency fluctuation amounts or currency conversion fees relating to payments made by the Hirer in relation to this Agreement.
- 5.11. Any failure by the Hirer to make payments pursuant to this Agreement directly through A Perfect Space (or the third-party payment platform nominated by A Perfect Space in its sole discretion) may result in cancellation of this Agreement and A Perfect Space accepts no responsibility for any loss suffered by the Hirer or any other person.

6. LIABILITY

- 6.1. The Hirer acknowledges that it books, uses and hires out the Location at its own risk and A Perfect Space shall not be liable in any circumstances for:- (a) any inconsistencies between the description of the Location on the Website and the actual Location; (b) any issues that the Hirer has with the Location; (c) any loss or damage resulting from any actual or proposed booking or use of a Location; (d) any act or omission of a Location Manager or (e) any loss or damage suffered by the Hirer or any third party in relation to this Agreement to the extent permitted by law.
- 6.2. To the extent permitted by law, the Hirer agrees to indemnify and hold harmless A Perfect Space, its employees, officers, Location Managers, directors, related bodies corporate and agents from and against all actions, suits or claims brought or made by any person, company, collective enterprise or authority (including any Owners/Managers) and from all liability, damage, loss, expense, interest and costs (including all legal costs incurred in taking advice and/or defending any action, suit or claim) suffered, incurred by or awarded against A Perfect Space arising from or related to; (a) the Hirer's use or Proposed Use of a Location; (b) the conduct of the Hirer or their guests while at the Location; (c) any claim by a Owner/Manager relating to the Hirer; (d) the Hirer's use of the

Website; or (e) any other claim relating to this Agreement.

- 6.3. To the maximum extent permitted by law A Perfect Space and the Location Manager (if any) excludes any liability to the Hirer resulting from any act or omission connected to this Agreement and the Hirer accepts that exclusion of liability as a precondition to being permitted to enter into this Agreement and browse and book Locations on the Website.
- 6.4. Without limiting any other protection afforded to A Perfect Space pursuant to this Agreement, the Hirer acknowledges that A Perfect Space shall not be liable for any loss incurred by the Hirer resulting from a Force Majeure Event.
- 6.5. Notwithstanding any other provision of this Agreement, if A Perfect Space is deemed liable the maximum aggregate liability to compensate the Hirer under this Agreement is limited to an amount equal to the Booking Fees retained by A Perfect Space in regard to the transaction that is the subject of the claim.
- 6.6. To the extent permitted by law, under no circumstances will A Perfect Space and/or the Location Manager (if any) be liable for any indirect, consequential or economic loss including loss of profit.
- 6.7. For the avoidance of doubt, to the extent permitted by law A Perfect Space accepts no responsibility for any third parties' actions or omissions, including but not limited to the nominated third party payment platform.

7. CONFIDENTIALITY

- 7.1. Subject to clause 4.10 both the Hirer and A Perfect Space undertake that it will not at any time use or disclose the Confidential Information of the other party to any other person or entity, except the party's professional advisers or to the extent required by law.

8. TERM AND TERMINATION

- 8.1. The Hirer may terminate this Agreement at any time by cancelling their account on the Website. If such termination cancels upcoming bookings A Perfect Space will retain the Booking Fee and any refund of the balance of the Location Fees to the Hirer will depend on the cancellation policy of the Location and the specific Owner/Manager. The Hirer will be liable for any claims of loss or damage from the Owner/Manager as a result of the cancellation of any booking.
- 8.2. A Perfect Space may terminate this Agreement at any time and remove the Hirer's account on the Website immediately in its absolute discretion for convenience. If A Perfect Space terminates this Agreement it shall have no liability to the Hirer resulting from the termination save and except for any outstanding Location Fees held by A Perfect Space for upcoming bookings of a Location.

9. RELATIONSHIP OF THE PARTIES

- 9.1. Nothing in this Agreement is to be construed as creating a relationship of employment, partnership, agency or joint venture between A Perfect Space and the Hirer. A Perfect Space is simply facilitating the Hirer's booking of Owners/Managers' Locations.

10. GENERAL

- 10.1. A Perfect Space reserves the right to modify its services, this Agreement, the Website, the APS Service Terms, any policies, the Booking Fees and/or Location Fees by providing written notice to the Hirer.
- 10.2. A Perfect Space's intellectual property, including trademarks, design, copyright, inventions, logos domain names, web content, the Website, client lists, data base rights etc., shall remain the exclusive property of A Perfect Space and cannot be used without the prior written consent of A Perfect Space.
- 10.3. No delay, failure or omission (in whole or in part) in exercising or pursuing any right or remedy under this Agreement will be

construed as a waiver of that right or remedy.

- 10.4. By ticking the box, signing this Agreement physically or digitally or by using the Website or booking a Location following receipt of this Agreement the Hirer is taken to have entered into this Agreement on these terms.
- 10.5. A person who is not a party to this Agreement has no right to rely upon or enforce any term of this Agreement.
- 10.6. No assignment, subcontracting or sublicensing of this Agreement is permitted by the Hirer without the written consent of A Perfect Space. Such consent may be given or withheld at the sole discretion of A Perfect Space.
- 10.7. A Perfect Space reserves the right to assign this Agreement to a third party at any time. A Perfect Space may also subcontract or sublicense its obligations under this Agreement.
- 10.8. This Agreement and the APS Service Terms constitute the entire agreement and understanding of the parties relating to the subject matter of this Agreement and supersedes any previous agreement or understanding between the parties in relation to such subject matter. In entering into this Agreement, the parties have not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance of any person other than as expressly set out in this Agreement and the Hirer has made its own reasonable enquiries about for example the suitability of the Location and the Proposed Use. Each party irrevocably and unconditionally waives all claims, rights and remedies which but for this clause it might otherwise have had in relation to any of the foregoing. To the extent of any inconsistency between the terms of this Agreement and the APS Service Terms the terms of this Agreement shall prevail.
- 10.9. Notwithstanding clause 10.8, the Hirer agrees to comply with any Website terms of use or other policies of A Perfect Space, including privacy policies or cancellation policies, as notified by A Perfect Space from time to time. Such terms of use and policies will operation in conjunction with this Agreement, however this Agreement shall prevail to the extent of any inconsistency.
- 10.10. If any provision of this Agreement is found to be invalid or unenforceable then such invalidity or unenforceability shall not affect the other provisions of this Agreement, which will remain in full force and effect.
- 10.11. This Agreement (and any and all disputes arising out of or in connection with this Agreement (including without limitation any alleged breach, or challenge to the validity or enforceability, of this Agreement or any provision hereof)) shall be subject to the laws of the state of Victoria and the Commonwealth of Australia.
- 10.12. If there is any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, including any question regarding its existence, validity or termination, the parties agree that they will meet with an independent mediator in Victoria, Australia (or such other location as agreed between the parties) within fourteen (14) days of a party providing written notice of the dispute. The parties must use their best endeavours to resolve the dispute at mediation. A party cannot bring court proceedings (unless the nature of the proceedings is an urgent injunction) until the parties have attempted mediation.
- 10.13. If a dispute arising under this Agreement cannot be resolved in accordance with clause 10.12 then the dispute may at the election of A Perfect Space be resolved by arbitration in accordance with the Australian Centre for International Commercial Arbitration Rules. The seat of arbitration shall be Melbourne, Australia. The language of arbitration shall be English. The number of arbitrators shall be one. The decision of the arbitrator shall be final and binding on the parties.