

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 Owner/Manager wishes to create an account with A Perfect Space to list their Location(s) on the Website for potential Hirers. 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 listing the Location(s) following receipt of this Agreement, the Owner/Manager is taken to have 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 listing 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 [\[LINK\]](#).

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 Owner/Manager creates an account to use the Website, lists a Location on the Website or ticks the box accepting this Agreement.

Commission means the portion of the Fees retained by A Perfect Space, which is calculated as 15% (fifteen percent) of the Fees unless otherwise agreed in writing by A Perfect Space.

Fees means the total amount that the Owner/Manager charges a Hirer to hire the Location for the Hirer's requested period.

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

Hirer means any person or entity who hires the Location from the Owner/Manager through A Perfect Space.

Location means the location(s) that the Owner/Manager lists or makes available to list on the Website.

Location Manager means a person employed 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 protect both parties.

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

Owner/Manager means the person who is listing or potentially listing the Location on the Website.

Tax means any tax, charge, expense or levy 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 Owner/Manager to create an account on the Website to market the Location to potential Hirers for location hires and events for the duration of this Agreement.
- 3.2. A Perfect Space is an online booking portal which affords potential Hirers the opportunity to book the Location through the Website and does not act as an agent for the Owner/Manager or any Hirer or potential Hirer.
- 3.3. A Perfect Space does not warrant or guarantee that the Owner/Manager will receive bookings for the Location and takes no responsibility for any bookings cancelled by Hirers or potential Hirers.
- 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.

4. THE OWNER/MANAGER'S WARRANTIES AND OBLIGATIONS

- 4.1. The Owner/Manager warrants that it has the legal authority to enter into this Agreement with A Perfect Space and to offer the Location for hire on the Website.
- 4.2. The Owner/Manager warrants that it will ensure that all material facts that a person hiring or wanting to hire a Location would reasonably need to know are current, accurate and disclosed on the Website. The marketing of the Location on the Website will include the current price, availability, photographs, content and description of the Location and anything material that may impact upon the Hirer's use of the Location.
- 4.3. The Owner/Manager acknowledges that the information it provides about the Location will be publicly available on the Website for potential Hirers. The Owner/Manager guarantees that any information posted on the Website or provided to A Perfect Space, including information regarding the price, availability, description, photographs, cancellation policies and any separate terms and conditions of the Location, are accurate, up to date, not misleading and will not infringe any third party rights.
- 4.4. The Owner/Manager 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 requirements of the Hirer, the Hirer's intended use of the Location and the cancellation policies. It is the responsibility of the Owner/Manager to ensure that any requirements agreed in the booking form for the Location are completed and available on the day of the booking.
- 4.5. In addition to ensuring compliance with the terms of any booking form referred to in clause 4.4, the Owner/Manager undertakes to ensure that the Location is clean and safe for use prior to the commencement of each booking of the Location.
- 4.6. The Owner/Manager must honour with a Hirer / potential Hirer any price and/or availability that it advertises with A Perfect Space.
- 4.7. The Owner/Manager warrants that it shall maintain insurance for all reasonably foreseeable risk and loss resulting from a hire via A Perfect Space for a reasonable amount and unless otherwise stated in this Agreement be for not less than \$5,000,000 (Australian Dollars). Without limitation the Owner/Manager's insurance for the Location must include \$20,000,000.00 (Australian dollars) cover for public liability, including cover for death and injury. The Owner/Manager also warrants that it has all necessary building, contents, liability and business related

insurance and has declared to its insurer all activities taking place at the Location, including listing the Location on the Website. The Owner/Manager undertakes to maintain this insurance for the duration of the Agreement (and for a period of six (6) months after termination of the Agreement) and provide a certificate of currency of insurance to A Perfect Space for each Location listed on the Website. The Owner/Manager acknowledges that under no circumstances is A Perfect Space liable for any loss or damage to the Location.

- 4.8. A Perfect Space may from time to time offer to facilitate liability insurance coverage at an additional cost to the Owner/Manager. The Owner/Manager acknowledges that any insurance coverage facilitated by A Perfect Space is supplementary and is not designed to replace the Owner/Manager's required building, contents, liability and business insurance, including the required insurance referred to in clause 4.7. The Owner/Manager acknowledges that if it elects to opt in to this insurance A Perfect Space is simply facilitating the insurance and is not guaranteeing any cover and the Owner/Manager warrants that it has made its own enquiries as to the suitability of the insurance for its purposes. A Perfect Space makes no guarantees that the insurance is adequate for the Owner/Manager's purposes or that the insurer will pay any claims. The Owner/Manager acknowledges that failure to comply with the terms of this Agreement and any other policy or terms set by A Perfect Space from time to time (including the APS Service Terms) may invalidate the insurance facilitated by A Perfect Space (if any) pursuant to this clause 4.8 and A Perfect Space accepts no responsibility for any loss suffered by the Owner/Manager or any other person.
- 4.9. The Owner/Manager agrees that it is solely responsible for the Location, the Location listing on the Website and any issues that the Hirer may have in relation to the Location.
- 4.10. Within 24 hours of the completion of each hire of the Location, the Owner/Manager must report any loss or damage to A Perfect Space. The Owner/Manager acknowledges that it is the responsibility of the Hirer to rectify any loss or damage caused during the booking of the Location and A Perfect Space and the Location Manager (if any) will not in any circumstances be liable to rectify any loss or damage to the Location.
- 4.11. The Owner/Manager warrants that it will comply with all applicable laws and regulations when listing the Location on the Website, hiring out the Location and in any other conduct relating to the Location or this Agreement.
- 4.12. The Owner/Manager shall not display any unlawful, defamatory or obscene material on the Website or any material that infringes on any other party's intellectual property rights. The Owner/Manager authorises A Perfect Space to make any change to the Owner/Manager's display that it deems necessary to comply with this clause, including deleting the Owner/Manager's account with A Perfect Space in its entirety.
- 4.13. The Owner/Manager acknowledges that if any material is posted on the Website which does not comply with this Agreement A Perfect Space may, in its sole discretion, change the listing of the Location or delete it entirely. The Owner/Manager shall not be entitled to any compensation for Location listings that are altered or removed under this Agreement. The Owner/Manager also consents to A Perfect Space improving the listing of the Location on the Website in its discretion without the consent of the Owner/Manager.
- 4.14. The Owner/Manager grants to A Perfect Space an irrevocable, royalty-free, perpetual licence to use any photographs or publicly available information about the Location for A Perfect Space's own advertising and marketing purposes, including but not limited to use on social media.
- 4.15. The Owner/Manager acknowledges and agrees that the Hirers

may use the Location to create content for commercial and/or personal use and distribution by the Hirer through any means, including but not limited to any digital or print media source.

- 4.16. The Owner/Manager gives the Hirer permission to use the Location on the dates agreed, for the use agreed and if making a recording to pictorially represent the Location for the purpose of recording scenes in all media and includes permission to park vehicles at or near the Location, to bring personnel, equipment and props onto the Location and to remove the same and all rubbish after completion.
- 4.17. The Owner/Manager agrees that the Hirer shall have the right to represent the Location under any name (whether real or fictional) and in any depiction whatsoever. The Owner/Manager disclaims any right in anything produced by the Hirer at the Location including all intellectual property rights and acknowledges that the Hirer has a complete right without payment of any further fee to exhibit and license any third parties to exhibit and to otherwise commercially exploit, all media throughout the world in regard to photographs and recordings at the Location.
- 4.18. The Owner/Manager warrants to A Perfect Space and the Hirer that it has the right to permit the Hirer to use the Location for the Hirer's intended use and no third party consent is required.

5. PAYMENT PROVISIONS

- 5.1. Any Hirer who books the Location shall pay the Fees to A Perfect Space directly through its nominated third party payment platform. The Hirer is required to pay 50% of the Fees to A Perfect Space 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 through 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.
- 5.2. A Perfect Space shall deduct and retain 15% Commission from the Fees plus any applicable Tax. Plus location manager fees determined at time of negotiation. The balance of the Fees will then be paid to the Owner/Manager prior to the commencement of the relevant booking of the Location, unless otherwise agreed. A Perfect Space is not liable for any delays in the Owner/Manager's receipt of the balance of the Fees. Any additional fees charged to the Hirer by the Owner/Manager for the Overtime Charges will be paid by A Perfect Space (or its nominated third party payment platform) to the Owner/Manager within seven (7) days of completion of the booking of the Location conditional upon those monies being paid by the Hirer to A Perfect Space (or its nominated third party payment platform).
- 5.3. The Owner/Manager acknowledges that A Perfect Space may charge additional fees to the Hirer for their use of A Perfect Space's Website and services.
- 5.4. For the avoidance of doubt, if the Fees (including any Overtime Charges) are not paid to A Perfect Space by the Hirer of the Location, or the booking is cancelled and A Perfect Space is required to refund the Fees to the Hirer, then no monies will be payable by A Perfect Space to the Owner/Manager. It is the responsibility of the Owner/Manager to satisfy itself that all Fees are paid before allowing the Hirer to occupy and use the Location.
- 5.5. The Owner/Manager acknowledges that each booking of the Location will be subject to a cancellation policy agreed between the Owner/Manager and the Hirer.
- 5.6. For the avoidance of doubt, if the Owner/Manager cancels a confirmed booking of the Location then the Owner/Manager is required to repay any monies received from A Perfect Space in

relation to the cancelled booking and must reimburse A Perfect Space within two (2) Business Days the full amount of Commission that A Perfect Space would have been entitled to retain had the Owner/Manager not cancelled the booking.

- 5.7. If the Owner/Manager has any outstanding payments due to A Perfect Space pursuant to this Agreement or any other agreement, then A Perfect Space may set off monies from any future Hirers of the Location in settlement of these outstanding amounts.
- 5.8. If a potential Hirer uses the Website to find the Location and contacts the Owner/Manager directly rather than booking through A Perfect Space the Owner/Manager undertakes to refer the potential Hirer back to A Perfect Space.
- 5.9. For the avoidance of doubt, if the Owner/Manager does not comply with clause 5.8 A Perfect Space may without limitation to other remedies available to it terminate this Agreement immediately and remove the Owner/Manager's Location from the Website without further notice.
- 5.10. A Perfect Space will retain any portion of the Fees required to pay Tax resulting from the booking and/or hire of the Location.
- 5.11. If the Hirer pays the Owner/Manager directly for use of the Location, then the Owner/Manager undertakes to remit the Commission to A Perfect Space within two (2) Business Days.
- 5.12. The Owner/Manager undertakes to ensure that it provides A Perfect Space with its current banking information at all times throughout the term of this Agreement.
- 5.13. Any payments relating to this Agreement will be made in Australian Dollars unless otherwise agreed by A Perfect Space.
- 5.14. The Owner/Manager is responsible for and must pay any credit card fees, currency fluctuation amounts or currency conversion fees relating to payments made by or to the Owner/Manager in relation to this Agreement. The Owner/Manager authorises A Perfect Space or its nominated third party payment platform to deduct these amounts from any payment to be made to the Owner/Manager pursuant to this Agreement.
- 5.15. Any failure by the Owner/Manager to make or accept 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 Owner/Manager or any other person as a result.

6. LIABILITY

- 6.1. The Owner/Manager acknowledges that it lists and hires out the Location at its own risk and A Perfect Space shall not be liable in any circumstances for loss or damage resulting from the Hirer's booking or use of the Location to the extent permitted by law.
- 6.2. To the extent permitted by law, the Owner/Manager 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 Hirer or potential Hirer) 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 display of the Location on the Website; (b) the Hirer's use of the Location; (c) any claim by the Hirer in relation to a booking of the Location; or (d) 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 Owner/Manager or any other third party resulting from any act or omission connected to this Agreement and the Owner/Manager accepts that exclusion of liability as a precondition to being permitted to enter into this Agreement and advertise the Location on the Website.

- 6.4. Without limiting any other protection afforded A Perfect Space pursuant to this Agreement, the Owner/Manager 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 and/or the Location Manager (if any) is deemed liable to an Owner/Manager the maximum aggregate liability to compensate the Owner or Manager under this Agreement is limited to an amount equal to the Commission for the particular hire payable to 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 to the Owner or Manager 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 the actions or omissions of any third parties, including but not limited to the nominated third party payment platform.

7. CONFIDENTIALITY

- 7.1. Both the Owner/Manager and A Perfect Space undertake that subject to clause 4.14, 4.15, 4.16 and 4.17 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.
- 7.2. For the avoidance of doubt Confidential Information does not include the price, availability, photographs or information about the Location made available for the purpose of marketing the Location to potential Hirers.

8. TERM AND TERMINATION

- 8.1. This Agreement shall commence on the Commencement Date for an initial one year period. The Agreement shall automatically renew for a further one year period on each anniversary of the Commencement Date unless this Agreement is terminated pursuant to clauses 8.2 or 8.3.
- 8.2. The Owner/Manager may terminate this Agreement at any time by cancelling their account and listings of Locations on the Website. If such termination cancels upcoming bookings the Fees being held by A Perfect Space shall be refunded to the Hirer and the Owner/Manager will be liable for any claims of loss or damage from the Hirer as a result of the cancellation and any Commission due to A Perfect Space in accordance with clause 5.6.
- 8.3. A Perfect Space may terminate this Agreement at any time and remove the Owner/Manager'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 Owner/Manager resulting from that termination save and except for any outstanding Fees for the provision of the Owner/Manager's 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 Owner/Manager. A Perfect

Space is simply facilitating the booking by Hirers of the Location.

10. GENERAL

- 10.1. A Perfect Space reserves the right to modify its services, this Agreement, the Website, the Commission, any policies, the APS Service Terms and the Fees by providing written notice to the Owner/Manager.
- 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 listing the Location following receipt of this Agreement, the Owner/Manager is taken to have entered into this Agreement on these terms.
- 10.5. A Perfect Space does not warrant a specific placement or priority in the listing of the Location or any other locations on the Website and reserves the right to offer a premium service where, for an additional fee, the Owner/Manager can receive better placement in some or all searches completed by potential Hirers.
- 10.6. A person who is not a party to this Agreement has no right to rely upon or enforce any term of this Agreement.
- 10.7. No assignment, subcontracting or sublicensing of this Agreement is permitted by the Owner/Manager without the written consent of A Perfect Space. Such consent may be given or withheld at the sole discretion of A Perfect Space.
- 10.8. 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.
- 10.9. 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. 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.
- 10.10. Notwithstanding clause 10.9, the Owner/Manager agrees to comply with any booking form, 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 booking forms, terms of use and policies will operate in conjunction with this Agreement, however this Agreement shall prevail to the extent of any inconsistency.
- 10.11. 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.
- 10.12. 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.
- 10.13. 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.
- 10.14. If a dispute arising under this Agreement cannot be resolved in accordance with clause 10.13 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.