

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

Hirer Terms and Conditions

You have agreed to Book the Event Area in the Property for the Event 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 you to secure your compliance with and obligations under these Terms.

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

Booking Fee means the total booking fee payable by you for the Event.

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 the Event.

Event means the Event to be held on the Property on the date and at the time specified in the Schedule (noting that the Event time specified in the Schedule includes 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 to be made available to you for the 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 the 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 your name (unless we have instructions from that you they wish to remain anonymous –

in which a delegated representative of the Hirer will be provided).

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

Loss means any loss, cost, or damage.

Owner means the owner of the Property (unless we have instructions from the Owner wishes to remain anonymous – in which case a delegated representative of the Owner will act on behalf of the Owner accordingly).

Schedule means the schedule of details attached to these Terms.

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

2. Agreement

- (a) You wish to Book the Event Area for the Event subject to these terms.
- (b) We agree to take the Booking for the Event subject to these Terms.

3. Event Booking Procedure

- (a) As and when a deposit is taken for your Booking, you will be bound to proceed with the Event in accordance with these Terms.
- (b) The full amount of the Bond will also be payable 14 days prior to the Event.
- (c) Once the Booking is made, you and/or your event planner, florist, caterer, etc may attend the Property and inspect the Event Area for the purposes of planning the Event. If you wish to inspect the Event Area prior to the Event then please contact us and we will make arrangements with the Owner. We may also attend the inspection. All inspections will be made at a mutually convenient time with the Owner.

4. Prior to the Event

Between the time of the Event Booking and the actual Event, if you (and/or your event planner, florist, caterer, etc) wish to attend the Property and inspect the Event Area for the purposes of arranging the Event then you must notify us and we will use reasonable endeavours to liaise with the Owner and arrange a mutually convenient time for the inspection. . We may also attend the inspection. .

5. Proposed Event Changes

- (a) If there are any proposed changes that you may require to the Event Details (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**) then you must contact us as soon as practicable to confirm the Owner's agreement. No Proposed Event Changes shall be agreed unless and until the Owner agrees to same in writing and we have confirmed to you that the Owner has so agreed, and we have agreed on any changes to the Booking Fee as a result of the Proposed Event Change.
- (b) If any Proposed Event Changes (and any change to the Booking Fees) are approved then the Booking details and the Event details shall be taken to be amended (**Approved Changes**) and you must comply with the Proposed Event Changes accordingly.

6. If the Owner is unable to make the Property available for the Event

We inform you if we are notified by the Owner that they are unable to make the Event Area available for any reason. We will then use reasonable endeavours to find an alternative venue for the proposed function (but make no representation or warranty that we will be in a position to do so).

7. Getting the Property ready for the Event

- (a) If, before the Event, you wish to arrange 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) then you must liaise with us and we will endeavour to make arrangements with the Owner to do so. If we are in a position to do so then we will notify you of the date and time for the said delivery (**Approved Deliveries**). You must ensure that the

Approved Delivery is made on the agreed time and date. We accept no liability or responsibility if any such Approved Deliveries are tampered with or damaged/stolen between the time of delivery and the Event.

- (b) If, before the Event, you wish to arrange 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) then you must liaise with us and we will endeavour to make arrangements with the Owner to do so. If we are in a position to do so then we will notify you of the date and time for the said delivery/installation (**Approved Deliveries and Installations**). You must ensure that the Approved Deliveries and Installations take place on the agreed date and time. We accept no liability or responsibility if any such Approved Deliveries are tampered with or damaged/stolen between the time of delivery and the Event.
- (c) You must pay us 100% of the Booking Fee at least 14 days prior to the Event, into our nominated bank account. We reserve the right to cancel the Event if you fail to make the payment as and when due.
- (d) You must ensure that if you engage any third parties to provide any products and/or services for the purposes of the Event (including caterers, any band or other performers or entertainers, photographers and videographers, light and sound technicians, security staff, wait staff, cleaners etc) that each of them hold their own public liability, workers compensation and other insurance cover to cover all risks and liabilities associated with the provision of their products and/or services and their involvement in the Event.

8. On the day of the Event

You must not move any furniture and other items from the Event Area to make space for the Event except with our prior approval and if approved, the items shall be moved and stored in such place as is directed by us and when the Event is concluded you must return all items to their original position. You must pay for any damage to the items moved and/or any marks/scratches to the items and/or walls or floors in the course of removing or returning the items to their original position.

9. Concierge Services

- (a) Our agreement with you may include a charge for one of our representatives to attend the Event (**Concierge**). If we determine that more than one Concierge is required (having regard to the nature of the Event and the number of guests attending) then you must pay the hourly charge for such additional Concierge/s.
- (b) The Concierge/s will supervise the Event and your use of the Event Area and in particular, will use reasonable endeavours to ensure your compliance with these Terms.
- (c) The Concierge will also be in attendance at the commencement of the Event to open up and allow access to the Event Area, and lock up the Property as and when the Event has concluded.
- (d) 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 by the same token it shall also act as conclusive evidence in the event that any damage is detected following the Event.
- (e) Our Concierge/s cannot be in every part of the Event Area at the same time. Accidents can and do happen, and you (and any 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.
- (f) The Owner may also engage their own security personnel to monitor the Event (at the Owner's cost) and if so you must comply with all reasonable directions of any such personnel. If there is any conflict between a direction of our Concierge/s or the Owner's security personnel then you must comply with the direction of our Concierge.
- (g) 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 you and your 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 not be liable for the costs of the Urgent Repairs but if however the Urgent Repairs were incurred in connection with the Event then you shall be liable for all such costs and we shall be entitled to recoup same from you.

10. The Event

- (a) During the Event, you must take reasonable endeavours to ensure that:
 - 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 you, your guests and any invitees;
 - you (and your guests and invitees) remain in the Event Areas and do not go into any of the Excluded Areas;
 - you (and your guests and invitees) do not damage any fittings, fixtures, appliances or other items within the Property or remove any of them from the Property;
 - you (and your guests and invitees) do not touch or tamper with any personal effects owned by the Owner – including any artworks, sculptures, electronic equipment, and other items;

- the Event Area is not used for any purpose other than the agreed Event;
- you (and your guests and invitees) act in a reasonable and responsible manner;
- no alcohol is to be 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 brought into or consumed on the Property;
- you (and your guests and invitees) do not intentionally damage any part of the Property or remove any of your items from the Property;
- you (and your guests and 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;
- if the Event is held in the evening - the Event ends as and when required by law;
- no fireworks displays are held in the Event Area (unless expressly approved in writing);
- you (and your guests and invitees) leave the Property on conclusion of the Event;
- you (and your guests and invitees) leave the Event Area in a clean and tidy condition on conclusion of the Event;
- when you and your guests and invitees leave the Property you will do so quietly so as not to disturb any neighbours;
- you do not use any part of the Event Area for residential purposes (and ensure that none of your guests or invitees do so);
- all rubbish has been removed from the Event Area on conclusion of the Event (or placed in any area designated by the Owner);

- 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); and
- 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).

(b) If any Concierge of ours discovers that, in the course of the Event, any persons are:

- engaging in any illegal acts or otherwise breaching these Terms;
- engaging in a drunken, disorderly or lewd manner (or any other manner that is causing any nuisance to others);
- engaging in any manner that is or may potentially affect the health and safety of any other persons;
- engaging in any manner that is or may cause any damage to the Property and/or any fixtures or fittings,

then our Concierge shall be entitled to eject them from the Property.

(c) You must use best endeavours to ensure that the Event does not go over time. If it does for any reason then we reserve the right to charge you an additional Booking Fee for every hour or part thereof. The additional Booking Fee shall be equivalent to the proportional hourly fee charged for the Event Area. *For example - if the initial Booking Fee was \$5,000 for 5 hours then this equates to \$1,000 per hour. So if the Event finishes 45 minutes after the designated time then you will be liable for a further \$1,000 in Booking Fees.*

11. If the Owner remains on the Property during the Event

If only part of the Property comprises the Event Area and the Owner is in the Property at any time during the Event, then the Concierge shall use reasonable endeavours to ensure that:

- the Owner (nor any other family members or pets) enter the Event Area;
- the Owner does not hold any other function at the Property at the same time as the Event nor use any facilities that are visible from within the Event Area;
- the Owner does 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;
- the Owner does not observe any activities taking place within the Event Area at any time (eg through windows or doors) nor allow others to do so; and/or
- the Owner does 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.

12. Maintaining contact during the Event

You must make yourself available on your mobile phone for the entire duration of the Event in case of any urgent matter or emergency arising - eg power outage, water blockage, alarm activation, etc. If you do not wish to do so then you must nominate some other person (eg your event planner) to communicate with us in relation to any matter during the course of the Event. If we cannot make contact with you (or your nominee) on the mobile number provided then we reserve the right to deal with such matter as we see fit.

13. Lost Property

If you or any guest or invitee inadvertently leaves any items on the Property at the conclusion of the Event you must notify us as soon as possible and we will endeavour to liaise with the Owner to determine whether such item has been found and if so you must comply with any arrangements made for the collection of the items.

14. After the Event

- (a) On conclusion of the Event, you must ensure that you leave the Event Area in a clean and tidy condition, and that all rubbish is removed from the Property, and that any items removed from the Event Area are duly returned to their original condition. If you fail

to do so and we are required to carry out any such tasks (or engage others to do so) then you will be liable for the costs and expenses incurred.

- (b) On conclusion of the Event you must ensure that all items brought onto the Property for the purposes of the Event are removed from the Property. If you fail to do so and we are required to carry out any such tasks (or engage others to do so) then you will be liable for the costs and expenses incurred (including any storage costs incurred).
- (c) On conclusion of the Event you must ensure that any items installed in the Event Area (eg marquee, dance floor, lighting, staging, portable toilets, etc.) are dismantled and removed from the Property. If you fail to do so and we are required to carry out any such tasks (or engage others to do so) then you will be liable for the costs and expenses incurred (including any storage costs incurred).
- (d) If any items noted in paragraphs (a) – (c) above cannot be moved immediately following the Event then we will endeavour make arrangements with the Owner as to a suitable time for such items to be attended to (which shall be within 48 hours of the Event concluding). If you fail to remove all or any of the said items at the agreed time and we are required to carry out any such tasks (or engage others to do so) then you will be liable for the costs and expenses incurred (including any storage costs incurred).

15. Damage, destruction, injury etc

- (a) You must notify us 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 and we will do likewise. We will follow up the matter with our Concierge (if any) and the Owner 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. If it is determined by us that the damage, destruction or theft was caused during the Event or in connection with the Event then you shall be liable for any costs incurred in connection with rectifying the matter and

you release us and indemnify us in respect of any claim or Loss relating to such matter. Without limitation, if the damage, destruction theft was caused or contributed to by any supplier of products and/or services to the Event then you release and indemnify us in respect of any claim or Loss arising in relation thereto.

- (b) You must notify us if you become aware of any accidental injury or death occurring in the course of the Event and/or in connection with the Event, and we will do likewise. We will follow up the matter with our Concierge and the Owner to determine whether the accident 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. If it is determined by us that the accident was caused during the Event or in connection with the Event or by you, any of your guests or other invitees in the course of or in connection with the Event then you shall be liable for any costs incurred in connection with rectifying the matter and you release us and indemnify us in respect of any claim or Loss relating to such accident. Without limitation, if the accident was caused or contributed to by any supplier of products and/or services to the Event then you release and indemnify us in respect of any claim or Loss arising in relation thereto.
- (c) The Owner has represented to us that he holds insurance for all risks associated with the Event, but we have not independently checked this and we accept no liability or responsibility if the representation is untrue. Nor can we confirm if the Owner's insurance would fully cover any claim you may wish to make on the Owner and/or any claim made on you in connection with the Event.
- (d) We hold our own insurance for all risks associated with the Event, but we cannot confirm if such insurance would fully cover any claim you may wish to make and/or any claim made on you in connection with the Event. We accept no liability to the extent to which any Loss is not covered by our insurance. If any claim is made under our insurance policy then you must bear the cost of any excess payable. If a claim is made under our policy on your behalf then we may ask you to pay the amount of the excess as a condition of the claim being made.
- (e) You acknowledge we may apply all or any part of the Bond to cover any Loss in

connection with the Event and/or any additional costs and expenses as may be payable by you under these Terms. Without limitation, we may apply all or any part of the Bond towards any repairs necessitated as a result of the Event and/or any additional costs and expenses incurred by us (eg cleaning costs). If the Bond is insufficient to cover any such repairs or other costs (or any other Loss sustained) then you shall be liable to pay for same on demand. If you fail to do so then we shall charge interest on the unpaid amount, at the rate of 12% per annum from the due date until the date of payment in full.

- (f) Any part of the Bond is not used as specified in paragraph (c) shall be returned to you within 10 days of the Event.
- (g) The return of the Bond to you is without prejudice to our rights under these Terms and shall not amount to any waiver of our rights nor act as any release to you in respect of your obligations under these Terms.

16. Compliance with laws

- (a) The Owner shall be responsible to ensure that, in respect of the Event Area, it has complied 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;
- Amenities are operating properly; and
- the Property is generally safe and fit for occupation generally.

The Owner has represented to us that all such matters have been attended to, but we have not independently checked this and accept no liability or responsibility if the representation is untrue.

- (b) The Owner has represented to us that the Owner is duly authorised to arrange Events on the Property and is permitted by law to allow letting of the Property, but we have not independently checked this and accept no liability or responsibility if the representation is untrue.
- (c) The Owner has represented to us that all outgoings in connection with any Amenities on or servicing the Property will be paid and up to date as at the time of the Event, but we have not independently checked this and accept no liability or responsibility if the representation is untrue.

17. Dispute resolution

If, you raise any issues with us in connection with the Event held on the Property (eg state of cleanliness or disrepair, or lack of Amenities, etc) then we will use reasonable endeavours to resolve the matter within 21 days – provided you give us full and frank disclosure of the fact and circumstances surrounding the matter (if known) and a copy of any photos or videos taken by you and/or any guest or invitee which relate to the matter.

18. Our Liability to you

To the maximum extent permitted by law, you release and indemnify us of any claim except to the extent to which any such claim arises as a result of any negligent act or omission or breach of these terms on our behalf.

19. 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). You also indemnify us if any third party (such as one of your guests or invitees) makes any claim on us).

- (b) You must ensure that all your guests and invitees comply with these Terms at all times during the Event. Any breach of these Terms by any guest or invitee shall be deemed to be a breach by you, and you indemnify us and the Owner and shall keep us and the Owner so indemnified in the event of any Loss or claim arising from any such breach as if you had committed the breach yourself

20. Refund Policy

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

We will allow a full refund to you if you cancel a Booking at least 30 days prior to the date of the proposed Event – provided that we shall be entitled to deduct from the Booking Fee:

- a service fee of \$500 + GST to cover our administrative charges associated with the cancellation; and
- any fees or charges that may have been incurred by the Owner in connection with getting the Event Area ready for the Event (eg cleaning and landscaping costs incurred) (**Preparation Costs**)

We will notify the Owner and the Owner is then required to provide us with a list of their Preparation Costs (together with copies of invoices/receipts for payment) within 10 Business Days. Once any such Preparation Costs are provided we will make the deductions above and remit the balance to you (if any) as soon as practicable.

21. General Provisions

- (a) **No representations** - While we make every endeavour to inspect the Event Area, we make no representations or warranties in relation to the Event Area and as to whether it is fit for the purposes intended. You must make and rely upon your own investigations in that regard.
- (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. 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 Owner on account of the Owner or any other person usually residing in the Property contracting COVID19 and you specifically release the us and the Owner 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 Event to companies in our group (**related companies**) to assist us and/or our related entities in fulfilling these Terms. We may also use your information and information in relation to the Event for our own marketing purposes (unless, before the Event, you expressly indicate otherwise). 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 the 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,
 - 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 21(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 may be served by post, fax, email or by directly entering information into any specially designed area of our website.
- (m) **Multiple Hirers** - If there is more than one Hirer then each of you acknowledge as follows:
 - Each Hirer 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 the Event and shall be entitled to assume that such Hirer has relayed the

information to the other Hirer 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 clause 21(l) 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 clause 21(l) 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.

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

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

(o) **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.

(p) **Short Term Rental Accommodation** – As you are hiring the Event Area solely for the purposes of the Event and this agreement with you does not involve you or any other person 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 Hirer;
- 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 a Hirer 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.

(q) **Resolution of Disputes** - 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 the 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.

(r) **GST** - The Booking Fee quoted in the Schedule excludes GST. You are liable to pay GST on the Booking Fee as and when it is invoiced to you. You are also liable to pay any GST on any other services rendered under this agreement and/or goods and services arranged in accordance with this agreement. For instance if we engage any cleaning contractors in accordance with these Terms then you are liable to reimburse us

for the costs and expenses incurred plus
any GST payable on them as and when
invoiced.