

Playtime Entertainment TERMS AND CONDITIONS

These terms and conditions are between **Playtime Entertainment Australia (ABN 46 650 885 662) (us, we or our)** and you, the individual, entity or organisation requesting our Services (**you or your**), together the **Parties** and each a **Party**. These terms and conditions, Booking Request and Booking Confirmation form the entire agreement under which we will provide the Services to you (together, the **Agreement**).

1. ACCEPTANCE

1.1 You have requested the Services by sending us a booking enquiry online, or by texting or calling us, including specifying your Location, date and time (**Booking Request**), and you accept this Agreement by:

- (a) accepting this Agreement online or sending an email or text accepting this Agreement; or
- (b) instructing us to proceed with the Services (including by sending us a Booking Request) or making any payment of the Price.

2. SERVICES

- 2.1 We agree to provide you the Services in accordance with this Agreement and all relevant laws.
- 2.2 We may provide the Services to you using our Personnel, and they are included in this Agreement.

3. BOOKINGS

- 3.1 Once we receive your Booking Request, we will message you to seek any further details we need, including the event Location, number of guests and gender of guests. Once we have the required information, we will send you a quote outlining the Price and images of some Entertainers.
- 3.2 Once you have selected your preferred Entertainer, we will confirm via telephone, or we will send you an email or text message, to confirm the details of the proposed Booking, including Price, Location, agreed Services, agreed Entertainer and other information (**Booking Confirmation**).
- 3.3 If you accept the Booking Confirmation, a **Booking** is made.
- 3.4 We may, at our absolute discretion, reject any Booking Request.
- 3.5 If you fail to provide us with the information we request, we will be unable to make a Booking or provide you with any Services.
- 3.6 Every Booking is subject to, and will be governed by, this Agreement and any other conditions agreed to by the Parties.

4. PRICE AND PAYMENT

- 4.1 You agree to pay us the Deposit at the time and according to the payment terms specified in the Booking Confirmation.
- 4.2 Unless otherwise indicated in this Agreement, to the maximum extent permitted by law, all amounts paid to us are non-refundable.
- 4.3 You agree to pay the Entertainer the Entertainer Fee, outlined in the Booking Confirmation, in cash.
- 4.4 You must pay the Entertainer the Entertainer Fee prior to them providing any Services.
- 4.5 All amounts are stated in Australian dollars and are exclusive of GST (unless otherwise stated).
- 4.6 If any amounts are unpaid 7 days after the payment date, we may charge interest at a rate equal to the Reserve Bank of Australia's cash rate from time to time plus 2% per annum (calculated daily and compounding monthly) or we may suspend the provision of the Services until we receive payment.

5. CHANGES

If you wish to extend a Booking, and the Entertainer is available for the extended timeframe, you agree to pay the additional Price as advised to you by us. All variations to the Services must be agreed in writing (by text message or email) or by telephone between the Parties.

6. CANCELLATIONS

Rescheduling and Cancellations by you

- 6.1 Prior to a Booking, you may request to reschedule the Services by providing us with at least 24 hours' notice (via telephone call, email, or text message) prior to the scheduled start time of the Booking.
- 6.2 If you request to reschedule the Services, your Deposit will not be refunded.
- 6.3 If you cancel a Booking for any reason, you will be liable to pay a Cancellation Fee and your Deposit will not be refunded.

Replacements and Cancellation by us

- 6.4 If the Entertainer cancels the Booking prior to the start of the Booking, we will attempt to find a replacement Entertainer. If we are unable to find a replacement, we will refund you the Deposit.
- 6.5 You acknowledge and agree that while we will use our best efforts to find a replacement Entertainer, the replacement Entertainer may not completely match your Booking Request.
- 6.6 If we cancel a Booking (due to no fault on your part), we will refund you the Deposit.
- 6.7 You acknowledge and agree that an Entertainer may discontinue providing the Services and cancel this Agreement at any time during the Booking if they, at their absolute discretion, believe you are in breach of this Agreement.
- 6.8 If the cancellation is due to your breach of this Agreement, you agree that we will have no obligation to refund you any amounts paid for the Services.

7. YOUR OBLIGATIONS AND WARRANTIES

You represent, warrant, acknowledge and agree that:

- (a) you, and anyone listed in your Booking Request, are at least 18 years old and if we or our Personnel have any doubt about your age, we may ask you to provide Government issued photo identification to prove your age;
- (b) there are no legal restrictions preventing you from engaging us, or agreeing to this Agreement;
- (c) you have not relied on any representations or warranties made by us in relation to the Services (including as to whether the Services are or will be fit or suitable for your particular purposes), unless expressly stipulated in this Agreement;
- (d) the information you provide to us is true, correct and complete;
- (e) you will provide the Entertainer with sufficient access, free from harm or risk to health or safety, to the Location (including any facilities at the Location), to enable the Entertainer to provide the Services;
- (f) the Location will only be a hygienic house, apartment or hotel, or as pre-agreed in the Booking Confirmation. Bookings cannot be made in unhygienic locations, unsafe areas, cars, sex clubs, public locations, student housing, sex

cinemas or any locations which do not have the appropriate permits or licences;

- (g) you will provide the Entertainer with a room to change into their costumer;
- (h) only the number of individuals set out in the Booking Confirmation may be present for the Booking;
- (i) you will not make Bookings for third parties;
- (j) you will not be under the influence of alcohol or non-prescription drugs and you will not encourage or require the Entertainer to drink alcohol or take non-prescription drugs;
- (k) you will treat the Entertainer with respect and not do anything against the wishes of Entertainer or pressure the Entertainer to perform services outside the Services;
- (l) you will not ask, encourage or demand that the Entertainer practice any sexual acts (such as oral, vaginal and/or anal sex);
- (m) you will not touch the Entertainer unless they give you express consent to do so or guide you to do so;
- (n) you will have good hygiene;
- (o) you will not do anything to endanger the Entertainer's life or health;
- (p) if you have any cold or flu symptoms prior to or during your Booking, you will cancel or reschedule the Booking in accordance with clause 6.1 in order to limit the spread of any infectious illnesses;
- (q) you will not have any illness or injury which would prevent you from receiving the Services or which would in any way harm the Entertainer; and
- (r) you are responsible for obtaining, and providing to us if necessary, any access, consents, licences, approvals and permissions from other parties necessary for the Services to be provided, at your cost.

8. AUSTRALIAN CONSUMER LAW

- 8.1 Certain legislation, including the Australian Consumer Law (ACL) in the *Competition and Consumer Act 2010* (Cth) and similar consumer protection laws and regulations, may confer you with rights, warranties, guarantees and remedies relating to the Services which cannot be excluded, restricted or modified (**Consumer Law Rights**). Nothing in this Agreement excludes your Consumer Law Rights as a consumer under the ACL.
- 8.2 You agree that our Liability for the Services is governed solely by the ACL and this Agreement.
- 8.3 Subject to your Consumer Law Rights, we exclude all express and implied warranties, representations and guarantees of any kind (whether under statute, law, equity or on any other basis) and all materials, work, goods and services (including the Services) are provided to you without warranties, representations and guarantees of any kind.

9. TERM AND TERMINATION

- 9.1 This Agreement will commence on the date this Agreement is accepted in accordance with its terms, and will continue until the date we consider the Services to be supplied to you in accordance with this Agreement, unless terminated earlier in accordance with its terms.
- 9.2 Either Party may terminate this Agreement if the other Party breaches a material term of this Agreement, and that breach has not been remedied within 5 business days of being notified by the relevant Party.
- 9.3 On termination or expiry of this Agreement, you agree that:

- (a) any amounts paid for Services rendered by us are non-refundable; and
- (b) you are to pay us all amounts due and payable to us under this Agreement (including for all Services provided by us) up to the date of termination, as a debt immediately due and payable.

9.4 The accrued rights, obligations and remedies of the Parties are not affected by termination of this Agreement.

10. LIABILITY

10.1 **Limitation of liability:** Despite anything to the contrary, to the maximum extent permitted by law:

- (a) neither Party will be liable for any Consequential Loss;
- (b) a Party's liability for any Liability under this Agreement will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party (or any of its Personnel), including any failure by that other Party to mitigate its loss; and
- (c) (in respect of any failure by us to comply with relevant Consumer Law Rights) our Liability is limited (at our discretion) to supplying the Services again or paying the cost of having the Services supplied again; and
- (d) our aggregate liability for any Liability arising from or in connection with this Agreement will be limited to the Price paid by you to us in respect of the supply of the relevant Services to which the Liability relates.

11. CONFIDENTIALITY

11.1 Subject to clause 11.3, you must keep confidential, and not use or permit any unauthorised use of, all Confidential Information.

11.2 You agree not to:

- (a) take audio, video or photo recordings of an Entertainer;
- (b) ask an Entertainer to provide their personal details or undertake any attempts to obtain their personal details;
- (c) exchange personal details with an Entertainer;
- (d) search the personal property of an Entertainer (including phones, handbags, luggage); or
- (e) invade the privacy of an Entertainer while in the toilet or bathroom or on a personal telephone conversation.

11.3 Clause 11.1 does not apply where the disclosure is required by law or the disclosure is to a professional adviser in order to obtain advice in relation to matters arising in connection with this Agreement and provided that you ensure the adviser complies with the terms of clause 11.1.

12. GENERAL

12.1 **Disputes:** A Party may not commence court proceedings relating to any dispute, controversy or claim arising from, or in connection with, this Agreement (including any question regarding its existence, validity or termination) (**Dispute**) without first meeting with a senior representative of the other Party to seek (in good faith) to resolve the Dispute. If the Parties cannot agree how to resolve the Dispute at that initial meeting, either Party may refer the matter to a mediator. If the Parties cannot agree on who the mediator should be, either Party may ask the Law Society of Queensland to appoint a mediator. The mediator will decide the time, place and rules for mediation. The Parties agree to attend the mediation in good faith, to seek to resolve the Dispute. The costs of the mediation will be shared equally between the Parties. Nothing in this clause will operate to

prevent a Party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.

- 12.2 **Governing law:** This Agreement is governed by the laws of Queensland. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Queensland and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.
- 12.3 **GST:** If and when applicable, GST payable on the Price will be set out in our invoice. You agree to pay the GST amount at the same time as you pay the Price.
- 12.4 **Notices:** Any notice given under this Agreement must be in writing addressed to the relevant address last notified by the recipient to the Parties. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.
- 12.5 **Online execution:** This Agreement may be executed by means of such third party online document execution service as we nominate subject to such execution being in accordance with the applicable terms and conditions of that document execution service.
- 12.6 **Severance:** If any provision (or part of it) under this Agreement is held to be unenforceable or invalid in any jurisdiction, then it will be interpreted as narrowly as necessary to allow it to be enforceable or valid.
- 12.7 **Survival:** Clauses 9, 10 and 11 will survive the termination or expiry of this Agreement.

13. INTERPRETATION & DEFINITIONS

13.1 In this Agreement:

Cancellation Fee is the Deposit and \$50 per Entertainer you originally booked, or as otherwise outlined in the Booking Confirmation or agreed between the Parties.

Confidential Information includes information which:

- (a) is disclosed to you in connection with this Agreement at any time;
- (b) relates to our business, assets or affairs or the personal details of our Personnel; or
- (c) relates to the subject matter of, the terms of and/or any transactions contemplated by this Agreement,

whether or not such information or documentation is reduced to a tangible form or marked in writing as "confidential", and howsoever you receive that information.

Consequential Loss includes any consequential, special or indirect loss, damage or expense including any real or anticipated loss of revenue, loss of profit, loss of use, loss of occupation, loss of benefit, loss of financial opportunity, or economic loss whether arising out of a breach of this Agreement, at law, under any statute, in equity, or in tort (including negligence).

Deposit is the amount set out in the Booking Confirmation, payable to us as varied in accordance with clause 5.

Entertainer means the person contracted by us to provide the Services to you.

Entertainer Fee is the amount set out in the Booking Confirmation, payable to the Entertainer, as varied in accordance with clause 5.

Liability means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort

(including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party, a Party or otherwise.

Location means the location or premises set out in the Booking Confirmation, and includes any other property necessary to access or use for the provision of the Services.

Personnel means any of our employees, consultants, suppliers, subcontractors, Entertainers or agents.

Price is the amount set out in the Booking Confirmation, as varied in accordance with clause 5, and all other reasonable pre-agreed expenses or disbursements properly incurred by us in the provision of the Services, including travel fees. The Price includes the Deposit and the Entertainer Fee.

Services means the waitressing, entertaining or other services described on our website, social media and advertisements as set out in the Booking Confirmation.