



# Venue Terms

## 1 Introduction

- 1.1 These terms will govern your use of our website, the account that you create on our website and the services that we agree to provide to you.
- 1.2 Please read these terms carefully, as they constitute a legal and binding agreement between you and us.
- 1.3 By using our website, and registering an account with us, you accept these terms in full. If you disagree with these terms or any part of these terms, you must not use our website or create an account with us.
- 1.4 If you register with our website, submit any material to our website or use any of our website services, we will ask you to expressly agree to these terms and conditions.
- 1.5 You must be at least 18 years of age to use our website. By using our website or agreeing to these terms and conditions, you warrant and represent to us that you are at least 18 years of age.
- 1.6 In this policy, "we", "us" and "our" refer to Travelling Tradies Australia Pty Ltd (ABN 32 625 363 671).

## 2 Copyright

- 2.1 We, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website.
- 2.2 All the copyright and other intellectual property rights in our website and the material on our website are expressly reserved.
- 2.3 You must not do any of the following without our prior written consent:
  - (a) republish material from our website (including republication on another website);
  - (b) sell, rent or sub-license material from our website;
  - (c) show any material from our website in public;
  - (d) exploit material from our website for a commercial purpose; or
  - (e) redistribute material from our website.

## 3 Beta version

- 3.1 You acknowledge that this is a beta version of the Travelling Tradies platform which is still undergoing final testing before its official release. The platform, its software, the website and all content found on it are provided on an "as is" and "as available" basis.
- 3.2 We do not give any express or implied warranties as to the suitability of our services, the platform, the website, its software or any of its content.
- 3.3 We will not be liable for any loss, damage or costs whether direct, indirect, special or consequential, suffered by you as a result of your use of our services, the platform, the website, its software or content. Any agreement made through our website is done at your own risk and you will be solely responsible for any damage or loss that results from such agreement.
- 3.4 If you encounter any bugs, glitches, lack of functionality or other problems on the platform, you agree to let us know as soon as reasonably practical so we can investigate and correct the issue. Your assistance in this regard is greatly appreciated and we ask for both positive and negative feedback. You further acknowledge that any improvements,

modifications and changes arising from or in connection with your contributions, remain or become our sole and exclusive property.

#### **4 Registration and accounts**

- 4.1 You may register an account on our website by completing and submitting the account registration form on our website, and clicking on the verification link in the email that the website will send to you.
- 4.2 You must not allow any other person to use your account to access our website.
- 4.3 You must notify us in writing immediately if you become aware of any unauthorised use of your account.
- 4.4 You must not use any other person's account to access the website.

#### **5 User login details**

- 5.1 If you register for an account with our website, you will be asked to choose a user ID and password.
- 5.2 You must keep your password confidential.
- 5.3 You must notify us in writing immediately if you become aware of any disclosure of your password.
- 5.4 You are responsible for any activity on our website arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

#### **6 Use of our services**

- 6.1 When registering as a venue on our website, you acknowledge and agree that:
  - (a) you are responsible for your own account security and you will not share your account details with any other person;
  - (b) you are over 18 years old and an authorized representative of the venue;
  - (c) you will use your real name, address and contact details;
  - (d) all other information you provide including, without limitation, the description of your venue, will be accurate and true.
- (a) we are not an agency and we do not guarantee that you will find a suitable tradie;
- (b) we cannot guarantee that any tradie you contact after registering an account with us will respond to your query or will offer you their services on the dates of your choosing. However, we will help you to liaise with tradies, if you let us know that you would like our assistance;
- (c) once you have registered your account on our website, tradies will also be able to view the venue's profile and to contact you if they are interested in delivering services to you in exchange for accommodation at your venue;
- (e) you own the venue or have the necessary rights to offer your venue to tradies through our platform;
- (f) to pay for any materials required by the tradie to undertake the agreed works;
- (g) you are using the tradie entirely at your own risk and we expressly exclude all liability for any loss or damage you, your family, your reputation, your business or your property may suffer as a result of using any tradie.

#### **7 Your obligations**

- 7.1 You and the tradie are responsible for making arrangements directly with each other in relation to materials needed and the dates on which you will provide your venue services in relation to a stay, service or experience. We do not introduce one party to another; we are merely a meeting point. We may recommend Tradies for you to connect with but it is your decision whether or not to make contact with any tradie.
- 7.2 If you cannot accommodate the tradie on an agreed date or deliver the agreed stay, service or experience, you must advise us and the tradie in writing as soon as possible.

- 7.3 While we screen and vet the identity and qualifications of all our tradies, it is your responsibility to review their profile in depth and engage in more detailed communication (such as messaging and communication), video calls and emails) with your potential tradie in order to know as much as possible about them, provided always that all such communication must be done through our platform.
- 7.4 You are solely responsible for complying with all relevant rules and laws in your jurisdiction in relation to the work that you want the tradie to undertake.
- 7.5 You must upload photos of your venue, location, accommodation, service, experience and surrounds. When doing so:
- (a) you grant us a non-exclusive, transferable, sub-licensable, royalty free, worldwide licence to use that photo on our website, social media channels, in our marketing campaigns and otherwise in connection with our business; and
  - (b) you warrant that the photo does not infringe upon the intellectual property rights of another.
- 7.6 You must keep the listing of your venue up to date at all times. If you no longer wish to participate, you must promptly cancel your account with us.
- 7.7 You agree to comply with COVID rules relevant to your venue from time-to-time.
- 7.8 You must ensure that you have all appropriate insurances in place to cover Tradies undertaking works at your property. You must also ensure that you have appropriate insurances in place including, without limitation, public liability insurance to cover any Tradies when they are redeeming any of your venue's services including stays, services or experiences. You indemnify us against all cost, loss or damage you suffer as a result of your breach of this clause. This clause 7.8 survives termination of these terms.
- 7.9 You agree to act professionally and courteous at all times. We reserve the right to cancel your membership at any time if we reasonably believe that you have not adhered to the required level of professionalism or have brought our name into disrepute in any way.

## 8

### Prohibited dealings

- 8.1 You agree not to enter into any direct monetary dealings with tradies outside our platform.
- 8.2 If you accept payment for services or stays in exchange for services outside our platform, we have the right to:
- (a) immediately terminate your account;
  - (b) remove your ability to use our platform; and
  - (c) take such legal action as we consider appropriate to recover the loss and damage we suffered as a result of your breach of this clause.
- 8.3 This clause 8 survives termination of these terms.

## 9 Our rights

- 9.1 We reserve the right to cancel your account without refund if you do not adhere to these terms.
- 9.2 We may suspend or cancel your account if your account is not being used or if someone else is using your account.
- 9.3 We reserve the right to monitor the communication between you and a tradie. We also reserve the right to intervene if we believe that these terms have been breached in any way or if we believe that your interactions with the tradie are disrespectful, dishonest or in any other way does not adhere to the values of our community.

## 10 Payments

- 10.1 You agree to comply with the payment arrangements as specified on our platform from time-to-time.
- 10.2 If you do not provide the agreed accommodation, service or experience, we reserve the right to charge your credit card a fee equal to the market rate of the work performed by the tradie (calculated based on the charges contained on our

platform) plus a service fee of 15% of the total amount owed. The tradie will receive payment for the services delivered and we will receive service fee.

## 11 Tax

- 11.1 You are solely responsible to ensure that you apply the correct tax treatment to accommodation, services or experiences you provide to tradies and tax deductions that you claim. Those taxes include, without limitation, GST and income taxes.
- 11.2 You represent and warrant to us that you will seek professional advice in relation to the appropriate tax treatment of the accommodation, goods and/or services that you provide to tradies. You further acknowledge that in entering into this agreement with you, we are relying upon this representation and warranty that you provide to us.
- 11.3 You indemnify us against all loss, liability and costs that you may suffer or incur as a result of the failure to pay tax or to pay the correct amount of tax in relation to accommodation, goods and/or services that you provide to tradies or in connection with these terms.
- 11.4 This clause 11 survives termination of these terms.

## 12 Misuse of our website

- 12.1 You must not:
- (a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability, accessibility, integrity or security of the website;
  - (b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
  - (c) hack or otherwise tamper with our website;
  - (d) probe, scan or test the vulnerability of our website without our permission;
  - (e) circumvent any authentication or security systems or processes on or relating to our website;
  - (f) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
  - (g) impose an unreasonably large load on our website resources (including bandwidth, storage capacity and processing capacity);
  - (h) decrypt or decipher any communications sent by or to our website without our permission;
  - (i) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent;
  - (j) access or otherwise interact with our website using any robot, spider or other automated means, except for the purpose of search engine indexing;
  - (k) use our website except by means of our public interfaces;
  - (l) violate the directives set out in the robots.txt file for our website;
  - (m) use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing); or
  - (n) do anything that interferes with the normal use of our website.
- 12.2 You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

## 13 Limited warranties

13.1 We do not warrant or represent:

- (a) the completeness or accuracy of the information published on our website;
- (b) that the material on the website is up to date;
- (c) that the website will operate without fault; or
- (d) that the website or any service on the website will remain available.

13.2 We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any of our services, or if we stop publishing the website.

13.3 To the maximum extent permitted by applicable law and subject to clause [14](#), we exclude all representations and warranties relating to the subject matter of these terms, our services, our website and the use of our website.

## **14 Limitation and exclusion of liability**

14.1 Nothing in these terms and conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

14.2 The limitations and exclusions of liability set out in this clause and elsewhere in these terms:

- (a) are subject to clause [14.1](#); and
- (b) govern all liabilities arising under these terms or relating to the subject matter of these terms, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms.

14.3 To the extent that our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature. To the extent that payment has been made for our services, our liability will be limited to 150% of the amount you paid us in the 12 months immediately preceding the date of your claim.

14.4 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control. We will also not be liable to you for any loss and damage caused by a Tradie including, without limitation, loss and damage caused by poor workmanship or materials used in performing the work at your venue. .

14.5 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

14.6 We will not be liable to you in respect of any loss or corruption of any data, database or software.

14.7 We will not be liable to you in respect of any special, indirect or consequential loss or damage.

14.8 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

14.9 This clause [14](#) survives termination of these terms.

## **15 Breach of these terms**

15.1 Without prejudice to our other rights under these terms, if you breach these terms in any way, or if we reasonably suspect that you have breached these terms in any way, we may:

- (a) send you one or more formal warnings;
- (b) temporarily suspend your access to our website;
- (c) permanently prohibit you from accessing our website;
- (d) block computers using your IP address from accessing our website;
- (e) contact any or all of your internet service providers and request that they block your access to our website;
- (f) commence legal action against you, whether for breach of contract or otherwise; and/or
- (g) suspend or delete your account on our website.

15.2 Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

## **16 Variation**

16.1 We may revise these terms from time to time.

16.2 The revised terms will apply to the use of our website from the date of publication of the revised terms and conditions on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions.

## **17 Assignment**

17.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms.

17.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

## **18 Severability**

18.1 If a provision of these terms is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

18.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## **19 Third party rights**

19.1 A contract under these terms is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.

19.2 The exercise of the parties' rights under a contract under these terms is not subject to the consent of any third party.

## **20 Entire agreement**

20.1 These terms, together with our privacy and cookies policy, shall constitute the entire agreement between you and us in relation to your use of our website and shall supersede all previous agreements between you and us in relation to your use of our website.

## **21 Law and jurisdiction**

21.1 These terms are governed by and construed in accordance with the laws of Victoria, Australia.

21.2 Any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of Victoria, Australia.

## **22 Contact details**

22.1 This website is owned and operated by Travelling Tradies Australia Pty Ltd.

22.2 We are registered in Victoria, Australia and our registered office is at 92 Rupert Street, Collingwood, Vic, 3066.

22.3 You can contact us:

- (a) by post, to the postal address given above;
- (b) using our website contact form;
- (c) by telephone, on the contact number published on our website; or
- (d) by email, using the email address published on our website.

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