

**TERMS AND CONDITIONS**

delays in entering into an agreement with a Major Supplier this may affect Journee's ability to provide some or all of the Services by the Date of Relocation Wrap Up.

**1. KEY RIGHTS & OBLIGATIONS OF THE PARTIES**

- (a) In consideration for the payment of the fees set out in the Key Details (**Fees**), Journee will provide the Client with the services (**Services**) set out in the Key Details.
- (b) Journee will perform the Services in accordance with this agreement (including any scope of work referenced in the Key Details and any Relocation Plan attached as Schedule 1) and applicable laws and regulations.
- (c) (**Subcontracting**) Journee may subcontract any aspect of providing the Services and the Client hereby consents to such subcontracting.
- (d) (**Non-payment of Fees**) Journee may, in its discretion, not commence work, or withhold delivery of the Services until any invoiced Fees have been paid.
- (e) (**Changes**) The Client must pay additional service fees for changes to Services requested by the Client which are outside the scope set out in the Key Details (**Changes**). Changes must be agreed in advance in writing.
- (f) (**COVID-19**) If there is a decision of a government authority in relation to COVID-19, or any threat of COVID-19, then:
  - (i) Journee will revise the Fees in accordance with clause 1(e) as a Change; and
  - (ii) if the Client does not accept the new Fees as a result of the Change, then Journee may terminate the agreement immediately, and the Client will be liable for any Cancellation Fees.

**2. MAJOR SUPPLIERS**

- (a) Provision of any major goods or services such as, but not limited to, services provided by real estate agents, buyers agents, removalist companies, migration agents, mortgage brokers and settlement agents, as well as any short-term accommodation and hire car services will require the Client to enter into an agreement with the major third party supplier (**Major Supplier**).
- (b) The Client acknowledges and agrees that:
  - (i) any proposed Major Supplier are recommendations only and the Client is responsible for making the final decision on engaging any Major Supplier. Journee makes no representations or guarantees on behalf of a Major Supplier and will not be liable for any loss or damages suffered by the Client in connection with a Major Supplier;
  - (ii) the Client will directly enter into any agreement with a Major Supplier and Journee will not be a party to any such agreement;
  - (iii) any monies payable in relation to goods or services provided by a Major Supplier are to be paid directly to the Major Supplier; and
  - (iv) depending upon the Services to be provided, if the Client does not or

**3. MINOR SUPPLIERS**

- (a) The Client acknowledges and agrees that the terms & conditions of minor third party suppliers of goods or services (**Minor Supplier Terms**), such as, but not limited to, home trades, cleaning services, airport transport and grocery delivery may apply to parts of the Services.
- (b) The Client agrees to any Minor Supplier Terms applicable to any goods and services supplied by a third party that the Journee acquires as part of the Services and Journee will not be liable for any loss or damage suffered by the Client in connection with such Minor Supplier Terms.

**4. PAYMENT TERMS**

- (a) (**Fees**) The Client must pay to Journee the Fees in the amounts and in accordance with the Payment Terms set out in the Key Details.
- (b) (**Online Payment Provider**) Journee uses third party payment providers (**Payment Providers**) to collect payment of the Fees by a credit, debit or charge card. The processing of payments by a Payment Provider will be, in addition to these terms, subject to the terms and conditions of the Payment Provider, and Journee will not be liable for the security or performance of the Payment Provider. Journee's Payment Provider is currently Stripe and its terms and conditions can be accessed here: <https://stripe.com/en-au/legal>
- (c) (**Additional Travel Charges**) If Journee is required to travel outside of the Geographical Areas of Service in order to provide the Services, the Client must pay the Additional Travel Charges set out in the Key Details or as otherwise invoiced to the Client by Journee in accordance with clause 1(e).
- (d) (**Third Party Supplier Fees**) If Journee is required to engage any third party suppliers which are not included in the scope of Services set out in the Key Details:
  - (i) Journee will not do so without the Client's prior written approval; and
  - (ii) the Client must pay the Third Party Supplier Fee set out in the Key Details or as otherwise invoiced to the Client by Journee in accordance with clause 1(e).
- (e) (**Out of Hours Services Fee**) If Journee is required to provide any Services outside of the Work Times (as set out in the Key Details), the Client must pay the Out of Hours Services Fee set out in the Key Details.
- (f) (**Invoices**) Unless otherwise agreed in the Key Details:
  - (i) if Journee issues an invoice to the Client, payment must be made by the time(s) specified in such invoice, and in accordance with the payment method specified in the invoice; and
  - (ii) in all other circumstances, the Client must pay for all goods and services

within 2 weeks of receiving an invoice for amounts payable.

- (g) **(Expenses)** Unless otherwise agreed in writing, any third party costs incurred by Journee in the course of performing the Services may be billed to the Client.
- (h) **(GST)** Unless otherwise indicated, amounts stated in the Key Details do not include GST. If any GST is payable for a taxable supply by Journee, the Client must pay the GST subject to Journee providing a tax invoice.
- (i) **(Surcharges)** Journee reserves the right to charge credit card surcharges where payments are made using a credit, debit or charge card (including Visa, MasterCard, and American Express).

## 5. CONFIDENTIALITY

- (a) Each party must not, and must not permit any of its officers, employees, agents, contractors or related companies to, use or disclose to any person any Confidential Information disclosed to it by the other party without its prior written consent.
- (b) This clause 5 does not apply to:
  - (i) information which is generally available to the public (other than as a result of a breach of this agreement or another obligation of confidence);
  - (ii) information required to be disclosed by any law; or
  - (iii) information disclosed by Journee to its subcontractors, employees or agents for the purposes of performing the Services or its obligations under this agreement.

For the purposes of this agreement, “**Confidential Information**” means information of or provided by a party to the other party under or in connection with this agreement that is by its nature confidential information, is designated by the party as confidential, or the other party knows or ought to know is confidential, but does not include information which is or becomes, without a breach of confidentiality, public knowledge.

## 6. INTELLECTUAL PROPERTY

- (a) All Intellectual Property Rights in the Developed IP will immediately vest in Journee as those rights are created. Unless otherwise agreed in writing, the Client will not acquire Intellectual Property Rights in any of Journee IP or Developed IP under this agreement.
- (b) Journee grants to the Client a non-exclusive, royalty free, non-transferable and revocable licence to use Journee IP and any Developed IP to the extent required for the Client to use, enjoy the benefit of, or exploit the Services.
- (c) The Client grants to Journee (and its subcontractors, employees and agents) a non-exclusive, royalty free, non-transferable, worldwide and irrevocable licence to use the Client Content to the extent reasonably required to perform any part of the Services.
- (d) The Client warrants that Journee’s use of Client Content will not infringe any third-party Intellectual Property Rights. The Client indemnifies Journee from and against all losses, claims, expenses, damages and liabilities or costs which may arise out of such infringement.
- (e) **(Definitions)** In this agreement:

- (i) “**Client Content**” means any Material supplied by the Client to Journee under or in connection with this agreement, including any Intellectual Property Rights attaching to that Material;
- (ii) “**Developed IP**” means any Material produced by Journee in the course of providing the Services, either alone or in conjunction with the Client or others, and any Intellectual Property Rights attaching to that Material;
- (iii) “**Intellectual Property Rights**” means any and all present and future intellectual and industrial property rights throughout the world (whether registered or unregistered), including copyright, trade marks, designs, patents, moral rights, semiconductor and circuit layout rights, trade, business, company and domain names, and other proprietary rights, trade secrets, know-how, technical data, confidential information and the right to have information kept confidential, or any rights to registration of such rights (including renewal), whether created before or after the date of this agreement;
- (iv) “**Journee IP**” means all Material owned or licensed by Journee that is not Developed IP and any Intellectual Property Rights attaching to that Material; and
- (v) “**Material**” means tangible and intangible information, documents, reports, drawings, and designs.

## 7. WARRANTIES, DISCLAIMERS AND LIABILITY

- (a) To the maximum extent permitted by applicable law, all express or implied representations and warranties (whether relating to fitness for purpose or performance, or otherwise) not expressly stated in this agreement are excluded.
- (b) Nothing in this agreement is intended to limit the operation of the Australian Consumer Law in the *Competition and Consumer Act 2010* (Cth) (**ACL**). Under the ACL, the Client may be entitled to certain remedies (like a refund, replacement or repair) if there is a failure with the goods or services provided.
- (c) **(Limitation of liability)** To the maximum extent permitted by applicable law, the maximum aggregate liability of Journee to the Client in respect of loss or damage sustained by the Client under or in connection with this agreement is limited to the total Fees paid to Journee by the Client in the 3 months preceding the first event giving rise to the relevant liability.
- (d) **(Indemnity)** The Client agrees at all times to indemnify and hold harmless Journee and its officers, employees and agents (“**those indemnified**”) from and against any loss (including reasonable legal costs) or liability incurred or suffered by any of those indemnified where such loss or liability was caused or contributed to by the Client or the Client’s officers’, employees’ or agents’ breach of any term of this agreement or negligent, misleading, fraudulent or criminal act or omission.
- (e) **(Consequential loss)** Journee will not be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with this agreement or

any goods or services provided by Journee, except to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth) or any other applicable law.

## 8. DISPUTE RESOLUTION

- (a) A party claiming that a dispute has arisen under or in connection with this agreement must not commence court proceedings arising from or relating to the dispute, other than a claim for urgent interlocutory relief, unless that party has complied with the requirements of this clause.
- (b) A party that requires resolution of a dispute which arises under or in connection with this agreement must give the other party or parties to the dispute written notice containing reasonable details of the dispute and requiring its resolution under this clause.
- (c) Once the dispute notice has been given, each party to the dispute must then use its best efforts to resolve the dispute in good faith. If the dispute is not resolved within a period of 14 days (or such other period as agreed by the parties in writing) after the date of the notice, any party to the dispute may take legal proceedings to resolve the dispute.

## 9. TERMINATION

### 9.1. TERMINATION

- (a) Journee may terminate this agreement for convenience at any time by providing 7 days' written notice to the Client.
- (b) The Client may terminate this agreement for convenience by providing 7 days' written notice to Journee
- (c) Either party (**Non-Defaulting Party**) may terminate this agreement immediately by written notice to the other party (**Defaulting Party**) if the Defaulting Party is in breach of this agreement and either fails to remedy such breach within 14 days of receiving the notice, or that breach is not capable of remedy.

### 9.2. EFFECT OF TERMINATION

- (a) If this agreement is terminated by Journee under clause 9.1(a), Journee will provide the Client with a refund of any amounts paid by the Client that relate to Services not performed by Journee as at the date of termination.
- (b) If this agreement is terminated by the Client under clause 9.1(b) or either party under clause 9.1(c) the Client must pay the Cancellation Fees set out in the Key Details.
- (c) Upon termination of this agreement:
  - (i) each party must return all property and Confidential Information of the other party; and
  - (ii) no rights, liabilities or remedies of any party will be invalidated by the termination.

### 9.3. SURVIVAL

Any clause that by its nature would reasonably be expected to be performed after the termination or expiry of this agreement will survive and be enforceable after such termination or expiry.

## 10. FORCE MAJEURE

- (a) If a party (**Affected Party**) becomes unable, wholly or in part, to carry out an obligation

under this agreement (other than an obligation to pay money) due to a Force Majeure Event, the Affected Party must give to the other party prompt written notice of:

- (i) reasonable details of the Force Majeure Event; and
  - (ii) so far as is known, the probable extent to which the Affected Party will be unable to perform or be delayed in performing its obligation.
- (b) Subject to compliance with clause 10(a) the relevant obligation will be suspended during the Force Majeure Event to the extent that it is affected by the Force Majeure Event.
  - (c) The Affected Party must use its best endeavours to overcome or remove the Force Majeure Event as quickly as possible.
  - (d) For the purposes of this agreement, a '**Force Majeure Event**' means any:
    - (i) act of God, lightning strike, meteor strike, earthquake, storm, flood, landslide, explosion or fire;
    - (ii) strikes or other industrial action outside of the control of the Affected Party;
    - (iii) war, terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic, pandemic; or

but does not include any decision of a government authority in relation to COVID-19, or any threat of COVID-19.

## 11. NOTICES

A notice or other communication to a party under this agreement must be in English and delivered to the email address for notices set out in the Key Details, or such other email address regularly used to correspond between the parties. Notices will be deemed to be received 24 hours after the email was sent, unless replied to earlier.

## 12. GENERAL INTERPRETATION

### 12.1. GOVERNING LAW AND JURISDICTION

This agreement is governed by the law applying in Western Australia, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of Western Australia, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

### 12.2. AMENDMENTS

This agreement may only be amended in accordance with a written agreement between the parties.

### 12.3. WAIVER

No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

### 12.4. SEVERANCE

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.

**12.5. JOINT AND SEVERAL LIABILITY**

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

**12.6. ASSIGNMENT**

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

**12.7. COUNTERPARTS**

This agreement may be executed in any number of counterparts. Each counterpart constitutes an original of this agreement and all together constitute one agreement.

**12.8. COSTS**

Except as otherwise provided in this agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this agreement.

**12.9. ENTIRE AGREEMENT**

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.