

TERMS AND CONDITIONS

These terms and conditions are between HOH&H Pty Ltd, ABN 61 628 332 883 trading as House Of Her (**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, Booking Confirmation, our Website Terms of Use and our Privacy Policy 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 by email, webform or text message, by contacting us via social media or by calling us (**Booking Request**), and accept this Agreement by:

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

1.2 **Please read this Agreement carefully and contact us if you have any questions.**

2. SERVICES

2.1 We agree to provide you the Services in accordance with this Agreement and all relevant laws and the Services may be provided by our Personnel.

2.2 All variations to the Services must be agreed in writing (by text message, online booking form, social media message or email) or by telephone between the Parties and will be priced in accordance with any rates provided by us, or otherwise as reasonably determined by us. If we consider that any instruction or direction from you constitutes a variation, then we will not be obliged to comply with such instruction or direction unless agreed in accordance with this clause 2.2.

3. BOOKINGS

3.1 Once we receive your Booking Request, we will send you by email or text message, or call you to confirm the details of the proposed Booking, including Price, Location, Escort or package and other information (**Booking Confirmation**).

3.2 If you accept the Booking Confirmation, a **Booking** is made.

3.3 We may, at our absolute discretion, reject any Booking Request.

3.4 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 Price according to the payment terms specified in the Booking Confirmation. At our sole discretion, we can limit your payment options and/or require a booking fee before the Booking.

4.2 All payments must be made in full prior to the Booking or no later than immediately at the start of the Booking.

4.3 You agree that the transport fees of the Escort to the Location will be paid by you either as part of the Price or as a separate payment as set out in the Booking Confirmation.

4.4 Unless otherwise indicated in this Agreement, to the maximum extent permitted by law, all amounts paid to us are non-refundable. We do not refund for partly used Bookings.

4.5 We accept EFTPOS and credit card payments by telephone or in person, direct debit payments and, if pre-agreed, we may accept cash payments to the Escort before the start of the Services.

4.6 All amounts are stated in Australian dollars and are exclusive of GST (unless otherwise stated). You agree to pay any GST amount at the same time as you pay the Price.

5. CANCELLATIONS

Your rescheduling or cancellation

5.1 Prior to a Booking, you may request to reschedule or cancel the Services by providing us with notice (via email, text message, social media or by telephone call).

5.2 **Rescheduling:** If you wish to reschedule the Services, you agree to provide us with at least 48 hours' notice prior to the scheduled start time of the Booking. If you do not give us 48 hours' notice, the Services may not be rescheduled and we may not refund you any booking fee (at our discretion). If you do not reschedule the Services within 7 days of the request to reschedule, we will not refund you any booking fee.

5.3 **Cancellation:** If you wish to cancel the Services, you agree that we will not refund any booking fee. You acknowledge that the non refund of the booking fee, as a cancellation fee is a genuine pre-estimate of the loss we have incurred as a result of your cancellation.

5.4 If on the arrival of the Escort who is to provide the Services, the Escort does not match the website description and you have not touched the Escort, you have the right to cancel the Booking within the first 10 minutes by contacting us on the telephone number set out on our website. If you cancel the Services in accordance with this clause 5.4, we will refund you your booking fee.

Our cancellation

5.5 If we cancel a Booking (due to no fault on your part), you will be fully reimbursed for any amounts paid to us. 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.

5.6 You agree that the Escort can refuse to provide services to you for any reason (including, but not limited to, if the Escort suspects you are infected with an STI, you have refused to use a condom, the Escort believes a situation is potentially unsafe or violent). You agree not to dispute the Escort's decision or punish them for refusing service or allowing anyone else to dispute their decision or punish them.

6. YOUR OBLIGATIONS AND WARRANTIES

You represent, warrant, acknowledge and agree that:

- (a) you 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 will provide the Escort with sufficient access to the Location (including any facilities at the Location), to enable the Escort to provide the Services free from harm or risk to health or safety;
- (d) the Location will only be a hygienic house, apartment or hotel/accommodation as pre-agreed in the Booking Confirmation. Bookings cannot be made in unhygienic locations, unsafe areas, cars, sex clubs, student housing or sex cinemas;
- (e) only the number of individuals set out in the Booking Confirmation may be present for the Booking;
- (f) you will not make Bookings for third parties;
- (g) you will not be under the influence of alcohol or non-prescription drugs and you will not encourage or require the Escort to drink alcohol or take non-prescription drugs;
- (h) you will treat the Escort with respect and not do anything against the wishes of Escort or pressure the Escort to perform services outside the Services;
- (i) the Escort will only provide the Services if the Escort deems it safe for you to receive them;
- (j) you will not encourage or demand that the Escort practice unsafe sex (such as oral, vaginal and/or anal sex without protection);
- (k) you will have good hygiene, including being freshly showered and shaved (with particular attention to the pubic area), having clean teeth and making sure your fingernails are not sharp;
- (l) you will not do anything to endanger the Escort's life or health;
- (m) you will not have any STI;
- (n) you will not have any illness or injury which would prevent you from receiving the Services or which would in any way harm the Escort;
- (o) we may be in regular contact with each Escort to confirm their arrival and departure for each visit and where the Escort feels that they are in a potentially violent or unsafe situation; and
- (p) you will not use our Services to enter into arrangements or make appointments or bookings directly with any Escort by circumventing us.

7. YOUR STATUTORY RIGHTS

- 7.1 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 (**Statutory Rights**). Nothing in this Agreement excludes your Statutory Rights as a consumer under the ACL.
- 7.2 You agree that our Liability for the Services is governed solely by the ACL and this Agreement.

Subject to your Statutory 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.

8. TERM AND TERMINATION

- 8.1 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.
- 8.2 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.
- 8.3 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 agree 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.
- 8.4 The accrued rights, obligations and remedies of the Parties are not affected by termination of this Agreement.

9. LIABILITY, INDEMNITY AND EXCLUSIONS

- 9.1 **Exclusions:** Despite anything to the contrary, to the maximum extent permitted by law, we will not be liable for, and you waive and release us from and against, any Liability caused or contributed to by (whether directly or indirectly):
 - (a) your acts or omissions;
 - (b) your breach of this Agreement, any law or third party rights;
 - (c) any information, documentation, specifications or directions given by you; and
 - (d) any event or circumstance beyond our reasonable control.
- 9.2 **Indemnity:** Despite anything to the contrary, to the maximum extent permitted by law, you are liable for, and agree to make good, indemnify us and hold us harmless in respect of, any Liability that we may suffer, incur or otherwise become liable for, arising from or in connection with:
 - (a) your acts or omissions; or
 - (b) any information, documentation, specifications or directions given by you.
- 9.3 **Limitation of liability:** Despite anything to the contrary, to the maximum extent permitted by law:
 - (a) we will not be liable for any Consequential Loss; and
 - (b) our maximum aggregate Liability in relation to the provision of the Services or this Agreement will be limited to us resupplying the Services to you or, in our sole discretion, to us repaying you the amount of the Price paid by you to us in respect of the provision of the relevant Services to which the Liability relates.

10. CONFIDENTIALITY

- 10.1 Subject to clause 10.3, you must keep confidential, and not use or permit any unauthorised use of, all Confidential Information.
- 10.2 You agree not to:
- (a) take audio, video or photo recordings of an Escort;
 - (b) ask an Escort their personal details or undertake any attempts to obtain their personal details;
 - (c) exchange personal details with an Escort;
 - (d) search the personal property of an Escort (including phones, handbags, luggage); and
 - (e) invade the privacy of an Escort while in the toilet or bathroom or on a personal telephone conversation.
- 10.3 Clause 10.1 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 10.1.

11. GENERAL

- 11.1 **Governing law:** This Agreement is governed by the laws of Victoria. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Victoria and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.
- 11.2 **Survival:** Clauses 7, 8, 9 and 10 will survive the termination or expiry of this Agreement.

12. INTERPRETATION & DEFINITIONS

- 12.1 In this Agreement:

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).

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

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, Escorts or agents.

Price is the amount set out in the Booking Request, as varied in accordance with clause 2.2, and all other reasonable pre-agreed expenses or disbursements properly incurred by us in the provision of the Services and includes any booking fee.

Services means the escorting, dinner dates, weekend trips, girlfriend experience or other services described on our website, social media and advertisements as set out in the Booking Confirmation.

STI means sexually transmitted infections including HIV, chlamydia, chancroid, donovanosis, genital and anal herpes, genital and anal warts, gonorrhoea or infectious syphilis.