

TERMS AND CONDITIONS - attached to Proposal**1. ACCEPTANCE**

- 1.1 These Terms are between Jules Cruise Companion Pty Ltd (ABN 48 616 734 877), its successors and assignees (referred to as “we” and “us”) and you, the person, organisation or entity described in the Proposal (referred to as “you”), each a “Party” and collectively the “Parties”. These Terms apply to all Services provided by us to you.
- 1.2 You have requested the Services set out in the attached Proposal. You accept the Proposal and these Terms by either:
- (a) signing and returning the Proposal;
 - (b) confirming by email that you accept the Proposal;
 - (c) instructing us to proceed with the Services; or
 - (d) making part or full payment for the Services.
- 1.3 **You agree that these Terms form the agreement under which we will supply Services to you. Please read these Terms carefully.** Please contact us if you have any questions using the contact details in the Proposal. Purchasing Services from us indicates that you have had sufficient opportunity to read these Terms and contact us if needed, that you have read, accepted and will comply with these Terms, and that you are 18 years or older or have the consent of your legal guardian.
- 1.4 We will not commence performing the Services until you have paid the first instalment of our Fees.

2. SERVICES

- 2.1 We agree to perform the Services with due care and skill and in accordance with industry standards.
- 2.2 We reserve the right to refuse any request that we deem inappropriate, unreasonable, unsafe or illegal.
- 2.3 We will provide the Services for the Service Period set out in the Proposal. At the end of that period the Parties may agree to continue the Services under these Terms for an additional period.
- 2.4 The minimum Service Period for which we will provide Services to you is 7 days.
- 2.5 We may provide the Services to you using our employees and contractors and they are included in these Terms. We will endeavour inform you of who your designated cruise companion will be a minimum of 7 days before your departure date. If your designated cruise companion becomes unavailable, we reserve the right to substitute your companion with another cruise companion of your choosing.

- 2.6 Third parties who are not our employees or our direct contractors will be your responsibility. We are not responsible for the products or services provided by those third parties.
- 2.7 If you request a Variation, we have discretion as to whether we accept it and whether an adjustment to the Fee may be required. If we are unable to accommodate the Variation, we may request that we be paid for Services performed to date and terminate these Terms.
- 2.8 If we agree to perform a Variation, we will inform you of any Variation Fee. You must pay the Variation Fee before we commence the Variation. We will invoice you accordingly for the Variation.
- 2.9 1 week before the Commencement Date we may attend your home in order to:
- (a) assist you to prepare for the cruise including, but not limited to, helping you pack for the cruise; and
 - (b) conduct a general risk assessment of your condition and your suitability to travel.
- 2.10 If prior to your travel you need to fly or travel by sea to the cruise departure terminal and have engaged us to accompany you we will:
- (a) attend your home or hotel room before your ground transport arrives;
 - (b) travel with you to the airport/port;
 - (c) assist you to check-in;
 - (d) assist you to board your flight/sea vessel and provide pre-travel and in-travel support; and
 - (e) upon arriving at the destination airport/port, escort you off the plan/sea vessel, claim your baggage, take you through customs (if applicable), escort you to your ground transportation and check you into your hotel or assist you to board the cruise.
- 2.11 If on the day of your travel you must travel by way of ground transport and have engaged us to accompany you we will:
- (a) attend your home or hotel room before your ground transport arrives;
 - (b) travel with you to the cruise departure port; and
 - (c) offer travel support and assistance as required.
- 2.12 Once at the cruise embarkment port, we will:
- (a) assist you to check-in and board the vessel; and
 - (b) take you through security.
- 2.13 Throughout the duration of the cruise we will provide companionship and will assist you with any reasonable social and/or mobility needs and requests that you may have.
- 2.14 In providing Services to you, your designated companion will provide companionship support for up to 10 hours a day. This is flexible and

- may be used in aggregate or otherwise, provided that in all instances our companion is provided with a minimum 8 hour rest period in each day.
- 2.15 At the conclusion of the cruise we will:
- (a) assist you to disembark the sea vessel;
 - (b) accompany you to your ground transportation, sea vessel or flight (as the case may be); and
 - (c) accompany you to your designated home location (if we have been engaged to do so).
- 2.16 Where we have been engaged to accompany you from the cruise arrival terminal to your home, we will provide you with such travel support and assistance as may be reasonably necessary.
- 2.17 You acknowledge and agree that you are aware of the inherent risks of injury or ill health that may result from travelling by ground, sea and/or air and from attending cruises. You acknowledge and agree to release us, our employees, contractors, agent and any person or body directly or indirectly associated with us against any harm, loss, injury, death or damage arising directly or indirectly from you partaking in travel by ground, sea and/or air or attending a cruise (including ancillary port stops), except to the extent that any such harm, loss, injury or damage is directly attributable to our actions or inactions or the actions or inactions of our employees or contractors.
- 2.18 We do not provide professional medical monitoring, treatment, advice or services as a part of our Services. You agree to undergo a medical health check before engaging us to provide Services to you and further agree to obtain and provide to us a 'cleared to travel', 'fit to fly' or such other relevant medical clearance from a trained health professional. You must not use our Services if you suffer from a medical condition, injury or impairment that makes you an unsuitable candidate for travel or require professional medical or nursing assistance while travelling. We accept no responsibility and will not be liable for any harm, loss, injury, death or damage that you suffer, directly or indirectly, as a result of a medical condition, injury, impairment or food allergy or dietary sensitivity during the term of these Terms.
- 2.19 You are solely responsible for determining the suitability of our Services, and your reliance on any information that is provided to you through our Site or Services is at your own risk.
- 2.20 All the information supplied to you as a part of the Services is intended to be for general information purposes only. It is not intended to be advice. You release us from any harm, loss and/or damage that you suffer whether directly or indirectly as a result of any advice that is inaccurate, incomplete, unsuitable or incorrect.
- 2.21 You accept full responsibility for all actions and transactions undertaken by you while on the cruise, either in your name and/or by others on your account.
- 2.22 As a part of the Services we will not:
- (a) take or record medical observations including, but not limited to, your pulse, temperature, resting heart rate, oxygen saturation and/or blood sugar levels;
 - (b) administer prescription medication and/or emergency drugs including, but not limited to, oral glucose, IM glucose, MDI salbutamol and IM adrenaline;
 - (c) assist with dressing, changing or managing wounds, catheters or other open sores or medical conditions that require the application of a dressing;
 - (d) provide medical retrieval, evacuation or transport services;
 - (e) administer intravenous fluids;
 - (f) perform invasive monitoring;
 - (g) provide, monitor or manage oxygen tanks;
 - (h) carry luggage weighing over 23kgs;
 - (i) book or make cruise, travel, accommodation or other similar arrangements of your behalf;
 - (j) provide domestic support and assistance or housekeeping services;
 - (k) provide professional advice;
 - (l) assist you with your personal hygiene;
 - (m) provide nutrition support or advice;
 - (n) manage your finances;
 - (o) keep physical custody, possession or control over passport, travel documents, cash, keys, jewellery or other valuables;
 - (p) provide adult services; and
 - (q) communicate with you in any language other than English (**Excluded Services**).
- 2.23 Where you require support or direction in the delivery of legally prescribed or over-the-counter medications, you must supply or make available to us a current list of such medications prior to the Commencement Date. The list must be approved by a licensed medical practitioner and detail the generic medication names, strengths, doses, routines and frequency of administration of each medication. All such medications that you bring with you must be in their original packaging and must have been dispensed by a pharmacy or medical clinic. We will not administer the medications but will prompt you to take them.
- 2.24 In the case of a medical emergency we will only provide first aid services as required but will otherwise notify, engage and defer to trained

- medical personnel. We will not provide any other medical emergency response services.
- 2.25 In order to request, access and make use of our Services you may be required to create an account on the Site (**Account**). You must not create and/or maintain more than one Account. Basic information is required when creating an Account. You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. It is your responsibility to keep your Account details confidential. You are liable for all activity on your Account. You acknowledge that you will not disclose your Account details to any third party, and that you will take sole responsibility for any activities or actions under your Account, whether or not those activities or actions have been authorised by you. You must immediately notify us of any unauthorised use of your Account.
- 3. PRICE, INVOICING AND PAYMENT**
- 3.1 You agree to pay us the Price, using the Payment Method, as set out in the Proposal. All amounts are stated in Australian dollars. All amounts exclude Australian GST (where applicable).
- 3.2 You agree to pay our invoices by the payment date set out on the invoice. If an invoice is unpaid after the payment date, we may cease to provide the Services to you until we receive payment.
- 3.3 We may charge interest at a rate equal to the Reserve Bank of Australia's cash rate from time to time plus 8% per annum, calculated daily and compounding monthly, on any amounts unpaid after the payment date.
- 3.4 If invoices are unpaid after the payment date, we have the right to engage debt collection services for the collection of unpaid and undisputed debts, and the right to commence legal proceedings for any outstanding amounts owed to us.
- 3.5 We reserve the right to report bad debts to independent credit data agencies.
- 3.6 If the Proposal states that the Fees and Expenses are an estimate only, you acknowledge that the final Fees and Expenses may be more or less than the estimated amounts. We will endeavour to inform you of any material variation as it becomes apparent.
- 3.7 Our pricing structure, payment methods and these Terms may be amended from time to time at our discretion, the changes will apply to you for Services provided to you after the date of the change and in any event no earlier than the date that the amended or new Terms are provided to you, or if you enter into a new Proposal, whichever is earlier. After a pricing change, you have the choice to continue using our Services or to cease using our Services without penalty.
- 3.8 We reserve the right to correct any error or mistake that we make in providing quotes to you, even if we have received payment.
- 4. OBLIGATIONS, WARRANTIES & NON-COMPETE**
- 4.1 You warrant that you will not employ, canvass, solicit, entice, induce or attempt to employ any employee or contractor that was employed by or contracted to us during the time that we provided Services to you or during the 12 month period prior to that time.
- 4.2 Clause 4.1 applies for;
- (a) 12 months, or (if that duration is held by a court to be unreasonable);
- (b) 6 months, or (if that duration is held by a court to be unreasonable);
- (c) 3 months, in
- (d) each jurisdiction in which the Services were provided, or (if that geographical area is held by a court to be unreasonable);
- (e) the Commonwealth of Australia, or (if that geographical area is held by a court to be unreasonable);
- (f) the State or Territory in which you ordinarily reside at the date of termination of these Terms; or (if that geographical area is held by a court to be unreasonable);
- (g) the metropolitan area of the capital city in which you reside at the date of termination of these Terms;
- 4.3 Each restraint contained in these Terms, resulting from any combination of the wording and definitions in this clause, constitutes a separate and independent provision, severable from the other restraints. If a court of competent jurisdiction finally decides any such restraint to be unenforceable in whole or in part, the enforceability of the remainder of that restraint and any other restraint will not be affected.
- 4.4 You warrant that throughout the term of these Terms that:
- (a) there are no legal restrictions preventing you from agreeing to these Terms;
- (b) you will cooperate with us, and provide us with information, instructions and documents (including but not limited to your travel itineraries) as reasonably necessary to enable us to perform the Services as requested by us from time to time, and will comply with these requests in a timely manner;
- (c) you will complete and return to us the Client Health History Summary Form, the Client Registration (Service Access) form and the Client Cruise and Travel Request form within the timeframe advised by us;

- (d) the information you provide to us is true, correct and complete;
 - (e) you will not infringe any third party rights in working with us and receiving the Services;
 - (f) you will hold a valid passport;
 - (g) you will take out and maintain adequate travel/cruise insurance with a reputable insurer which covers you for any loss, damage or injury suffered by you while travelling or arising from any medical illness, condition or impairment you have disclosed to us or have itemised on the Client Service Form and will provide us with a certificate of currency, upon request;
 - (h) any flight, accommodation, travel or transport that you book for our companion must be the same as or equal to the flight, accommodation, travel or transport that you book for yourself;
 - (i) any flight that you book for our companion must be capable of having the departure date and time rescheduled and must also allow the travelling companion to change the designated flight route
 - (j) you will pay for 3 meals a day, plus snacks and beverages, for your companion, of a reasonable quality for the cruise;
 - (k) you will inform us if you have reasonable concerns relating to our provision of Services under these Terms, with the aim that we will use all reasonable efforts to resolve your concerns;
 - (l) you are responsible for obtaining any consents, visas, travel documents, licences and permissions from other parties necessary for the Services to be provided, at your cost, and for providing us with the necessary consents, visas, travel documents, licences and permissions;
 - (m) you will not act in a manner that can bring us, our companion or our Services into disrepute;
 - (n) you will not act in a manner that is inappropriate, obscene, discriminatory, aggressive or is likely to incite violence or hatred;
 - (o) if applicable, you hold a valid ABN which has been advised to us; and
 - (p) if applicable, you are registered for GST purposes.
- 4.5 You further warrant that throughout the term of these Terms that:
- (a) you will bring no more than 1 piece of luggage with you;
 - (b) the luggage will not exceed 76 x 52 x 28 cm and will not weigh more than 20kg;
 - (c) the luggage and any items contained within the luggage will comply with the relevant baggage requirements and restrictions of each jurisdiction to which you will be travelling.
- 4.6 If in providing Services to you, our companion is required to travel for more than 12 hours in any 24 hours period, you must provide them with 1 nights' accommodation in transit.
- 4.7 In booking accommodation for our companion, you acknowledge and agree that the accommodation you book will consist of either:
- (a) cruise accommodation – a suite, 2 bedroom stateroom or adjoining staterooms or 2 bed stateroom;
 - (b) private accommodation – a single private room with hygiene facilities; or
 - (c) hotel accommodation – twin beds with private hygiene facilities.
- 4.8 We warrant that throughout the term of these Terms that we (including our employees and contractors) will take out and maintain our own travel/cruise insurance cover.
- 5. OUR INTELLECTUAL PROPERTY**
- 5.1 The Materials contain material which is owned by or licensed to us and is protected by Australian and international laws. We own the Intellectual Property rights in the Materials including but not limited to copyright which subsists in all creative and literary works incorporated into our Materials.
- 5.2 You agree that, as between you and us, we own all Intellectual Property rights in our Materials, and that nothing in these Terms constitutes a transfer of any Intellectual Property rights in our Materials, except as stated in these Terms or with our written permission.
- 5.3 Your use of our Materials does not grant you a licence, or act as a right to use any Intellectual Property in the Materials, whether registered or unregistered, except as stated in these Terms or with our written permission.
- 5.4 You must not breach our Intellectual Property rights by, including but not limited to:
- (c) altering or modifying any of the Materials;
 - (d) creating derivative works from the Materials; or
 - (e) using our Materials for commercial purposes such as on-sale to third parties.
- 5.5 This clause will survive the termination of these Terms.
- 6. DISCOUNTS**
- 6.1 If you refer a third party to us who engages us to provide Services for a minimum of 7 days, we will discount our future Fees by 5% for the next occasion on which you engage our Services.
- 7. CONFIDENTIAL INFORMATION**

- 7.1 We, including our employees and contractors, agree not to disclose your Confidential Information to any third party (other than where necessary, to third party suppliers, or as required by law); to use all reasonable endeavours to protect your Confidential Information from any unauthorised disclosure; and only to use your Confidential Information for the purpose for which it was disclosed by you, and not for any other purpose.
- 7.2 These obligations do not apply to Confidential Information that:
- is authorised to be disclosed;
 - is in the public domain and/or is no longer confidential, except as a result of a breach of these Terms;
 - is received from a third party, except where there has been a breach of confidence; or
 - must be disclosed by law or by a regulatory authority including under subpoena.
- 7.3 This clause will survive the termination of these Terms.
- 8. FEEDBACK AND DISPUTE RESOLUTION**
- 8.1 Your feedback is important to us. We seek to resolve your concerns quickly and effectively. If you have any feedback or questions about the Services, please contact us.
- 8.2 If there is a dispute between the Parties in relation to these Terms, the Parties agree to the following dispute resolution procedure:
- The complainant must tell the respondent in writing, the nature of the dispute, what outcome the complainant wants and what action the complainant thinks will settle the dispute. The Parties agree to meet in good faith to seek to resolve the dispute by agreement between them at an initial meeting.
 - If the Parties cannot agree how to resolve the dispute at that initial meeting, any Party may refer the matter to a mediator. If the Parties cannot agree on who the mediator should be, the complainant will ask the Law Society of Queensland to appoint a mediator. The mediator will decide the time and place for mediation. The Parties must attend the mediation in good faith, to seek to resolve the dispute.
- 8.3 Any attempts made by the Parties to resolve a dispute pursuant to this clause are without prejudice to other rights or entitlements of the Parties under these Terms, by law or in equity.
- 8.4 This clause will survive the termination of these Terms.
- 9. TERM AND TERMINATION**
- 9.1 This Agreement will begin on the Commencement Date and continue until the End Date, or the date on which these Terms are terminated in accordance with this clause, if earlier.
- 9.2 Either Party may terminate these Terms without cause by providing the other Party with notice, in writing, per the Notice Period. If you postpone or terminate the Services (without cause) before we commence providing the Services, we may charge you a Termination Fee.
- 9.3 Either Party may terminate these Terms if there has been a material breach of these Terms, subject to the dispute resolution procedure.
- 9.4 We may terminate these Terms immediately, at our sole discretion, if:
- you commit a non-remediable breach of these Terms;
 - you commit a remediable breach of these Terms and do not remedy the breach within 10 days after receiving notice of the breach;
 - you do not provide us with your medical travel clearance on or before the Commencement Date;
 - we consider that a request for the Services is inappropriate, improper or unlawful;
 - you fail to provide us with clear or timely instructions to enable us to provide the Services;
 - we consider that our working relationship has broken down including a loss of confidence and trust;
 - for any other reason outside our control which has the effect of compromising our ability to perform the Services within the required timeframe; or
 - an invoice is overdue and you fail to pay an invoice by the due date.
- 9.5 Except for our breach, on termination of these Terms you agree that any payments made are not refundable to you, and you are to pay for all Services provided prior to termination, including any Services which have been performed and have not yet been invoiced to you.
- 9.6 On termination of these Terms you agree to promptly return (where possible), or delete or destroy (where not possible to return), our Confidential Information and Intellectual Property, and/or documents containing or relating to our Confidential Information and/or Intellectual Property.
- 9.7 On completion of the Services, we will retain your documents (including copies) as required by law or regulatory requirements. Your express or implied agreement to these Terms constitutes your authority for us to retain or destroy documents in accordance with the statutory periods, or on termination of these Terms.

- 9.8 The accrued rights, obligations and remedies of the Parties are not affected by the termination of these Terms.
- 10. CONSUMER LAW, LIMITATION OF LIABILITY AND DISCLAIMERS**
- 10.1 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 provision of Services by us to you which cannot be excluded, restricted or modified (**Statutory Rights**).
- 10.2 We guarantee that the Services we supply to you are rendered with due care and skill, fit for the purpose that we advertise, or that you have told us you are acquiring the Services for, unless we consider and disclose that this purpose is not achievable; and will be supplied within a reasonable time.
- 10.3 Nothing in these Terms excludes your Statutory Rights as a consumer under the ACL. You agree that our liability for the Services is governed solely by the ACL and these Terms. We exclude all conditions and warranties implied by custom, law or statute except for your Statutory Rights.
- 10.4 **Delay:** Where the provision of Services depends on your information or response, we have no liability for a failure to perform the Services in the period set out in the Proposal where it is affected by your delay in response, or supply of incomplete or incorrect information.
- 10.5 **Referral:** We may provide you with contact details of third party specialists. This is not a recommendation by us for you to seek their advice or to use their services. We make no representation or warranty about the third party advice or provision of services, and we disclaim all responsibility and liability for the third party advice or provision of services, or their failure to advise or provide services.
- 10.6 **Warranties:** Except for your Statutory Rights, we exclude all express and implied warranties representations and guarantees and all material and work is provided to you without warranties, representations and guarantees of any kind, either express or implied. We expressly exclude all warranties including but not limited to implied warranties of merchantability and fitness for a particular purpose.
- 10.7 **Availability:** To the extent permitted by law, we exclude all liability for:
- (a) the Services being unavailable; and
 - (b) any Claims (whether direct, indirect, incidental, special, consequential and/or incidental) for loss of profits, loss of enjoyment, revenue, production, opportunity, access to markets, goodwill, reputation or any loss or damage relating to business interruption or otherwise, suffered by you or made against you, arising out of or in connection with your inability to access or use the Services or the late supply of Services, even if we were expressly advised of the likelihood of such loss or damage.
- 10.8 **Limitation:** To the extent permitted by law, our total liability arising out of or in connection with the Services, however arising, including under contract, tort including negligence, in equity, under statute or otherwise, is limited to us re-supplying the Services to you, or, at our option, us refunding to you the amount you have paid us for the Services to which your claim relates. Our total liability to you for all damages in connection with the Services will not exceed the price paid by you under these Terms for the 12 month period prior to the act which gave rise to the liability, or one hundred dollars (AUD\$100) if no such payments have been made.
- 10.9 This clause will survive the termination of these Terms.
- 11. INDEMNITY**
- 11.1 You are liable for and agree to indemnify, defend and hold us harmless for and against any and all Claims, liabilities, suits, actions and expenses, including costs of litigation and reasonable legal costs, resulting directly or indirectly from:
- (a) any information provided by you that is not accurate, up to date or complete or is misleading or a misrepresentation;
 - (b) your breach of these Terms;
 - (c) any misuse of the Services by you, your employees, contractors or agents; and
 - (d) your breach of any law or third party rights.
- 11.2 You agree to co-operate with us (at your own expense) in the handling of disputes, complaints, investigations or litigation that arise as a result of your use of the Services including but not limited to disputes, complaints, investigations or litigation that arises out of or relates to incorrect information you have given us.
- 11.3 This clause will survive the termination of these Terms.
- 12. GENERAL**
- 12.1 **Good faith:** The Parties must at all times act toward each other with good faith.
- 12.2 **Privacy:** We agree to comply with the legal requirements of the Australian Privacy Principles as set out in the *Privacy Act 1988* (Cth) and any other applicable legislation or privacy guidelines. Our commitment to

- protecting your personal information is set out in our Privacy Policy. By agreeing to these Terms, you agree to accept our Privacy Policy.
- 12.3 **Publicity:** Upon obtaining your consent, you agree to us advertising or publically announcing that we provided Services to you, including but not limited to mentioning you on our Site and in our promotional material.
- 12.4 **Email:** You acknowledge that we are able to send electronic mail to you and receive electronic mail from you. You release us from any claim you may have as a result of any unauthorised copying, recording, reading or interference with that document or information after transmission, for any delay or non-delivery of any document or information and for any damage caused to your system or any files by a transfer.
- 12.5 **GST:** If and when applicable, GST payable on the Fee for the Services will be set out on our invoices. You agree to pay the GST amount at the same time as you pay the Fee.
- 12.6 **Relationship of Parties:** These Terms are not intended to create a relationship between the Parties of partnership, joint venture, or employer-employee.
- 12.7 **Assignment:** These Terms are personal to the Parties. A Party must not assign or deal with the whole or any part of its rights or obligations under these Terms without the prior written consent of the other Party (such consent not to be unreasonably withheld).
- 12.8 **Severance:** If any provision (or part of it) under these Terms 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. If a provision (or part of it) under these Terms cannot be interpreted as narrowly as necessary to allow it to be enforceable or valid, then the provision (or part of it) must be severed from these Terms and the remaining provisions (and remaining part of the provision) of these Terms are valid and enforceable.
- 12.9 **Force Majeure:** We will not be liable for any delay or failure to perform our obligations under these Terms if such delay is due to any circumstance beyond our reasonable control (**Force Majeure Event**). For the avoidance of doubt a Force Majeure Event may include, but is not limited to, itinerary variations, national or local public holiday, strikes, civil disturbances, inclement weather, forces of nature, changes to flight schedules, lost luggage, epidemics, political unrest, acts of terrorism and/or changes to travel or visa requirements. If we are delayed or prevented from performing our obligations due to such a circumstance, we may terminate these Terms with you by giving you 5 Business Days' notice in writing.
- 12.10 **Notices:** Any notice required or permitted to be given by either Party to the other under these Terms will be in writing addressed to the relevant address in the Proposal. Any notice may be sent by standard post or email, and notices 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.
- 12.11 **Jurisdiction & Applicable Law:** These terms are governed by the laws of Queensland and the Commonwealth of Australia. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Queensland.
- 12.12 **Entire Agreement:** These Terms and any document expressly referred to in them represent the entire agreement between the Parties and supersede any prior agreement, understanding or arrangement between the Parties, whether oral or in writing.
- 13. DEFINITIONS**
- 13.1 **Business Day** means a day which is not a Saturday, Sunday or bank or public holiday in Queensland, Australia.
- 13.2 **Commencement Date** is set out in the Proposal.
- 13.3 **Claim/Claims** includes a claim, notice, demand, right, entitlement, action, proceeding, litigation, prosecution, arbitration, investigation, judgment, award, damage, loss, cost, expense or liability however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort or statute and whether involving a third party or a Party to this Agreement or otherwise.
- 13.4 **Client Health History Summary Form** means the form annexed and marked "B"
- 13.5 **Client Service Form** means the form annexed and marked "A".
- 13.6 **Confidential Information** includes confidential information about you, your credit card or payment details, and the business, structure, programs, processes, methods, operating procedures, activities, products and services, trade secrets, know how, financial, accounting, marketing and technical information, customer and supplier lists (including prospective customer and supplier information), ideas, concepts, technology, and other information of either Party whether or not such information is reduced to a tangible form or marked in writing as "confidential".
- 13.7 **End Date** is set out in the Proposal.
- 13.8 **Expenses** are set out in the Proposal.
- 13.9 **Fees** are set out in the Proposal.

- 13.10 **GST** means GST as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended from time to time or any replacement or other relevant legislation and regulations.
- 13.11 **Intellectual Property** includes any and all present and future rights to intellectual and industrial property throughout the world, and includes all copyright and analogous rights, all rights in relation to inventions (including patent rights), patents, improvements, registered and unregistered trademarks, designs, any corresponding property rights under the laws of any jurisdiction, discoveries, circuit layouts, trade names, trade secrets, secret processes, know-how, concepts, ideas, information, processes, data or formulae, business names, company names or internet domain names, and any Confidential Information.
- 13.12 **Invoice Terms** is set out in the Proposal.
- 13.13 **Materials** means work and materials that we provide to you in carrying out the Services.
- 13.14 **Moral Rights** means the right of attribution of authorship, the right not to have authorship falsely attributed and the right of integrity of authorship, as defined in the *Copyright Act 1968* (Cth).
- 13.15 **Notice Period** is set out in the Proposal.
- 13.16 **Payment Method** is set out in the Proposal.
- 13.17 **Price** means the Fees, Rate and Expenses for the Services that you have requested.
- 13.18 **Proposal** means the Client Service Proposal to which these Terms are attached.
- 13.19 **Rate** means the daily wage payable to our companion as set out in the Proposal.
- 13.20 **Services** means are set out in the Proposal.
- 13.21 **Site** means our website at www.julescruise.com and www.julescruise.com.au.
- 13.22 **Terms** means these terms and conditions.
- 13.23 **Variation** means amended or additional services, including but not limited to changes to the Proposal, scope, or travel dates and times.
- 13.24 **Variation Fee** means the additional cost for a Variation.

Unless otherwise defined herein or the context otherwise requires, capitalised terms used in these Terms will have the meanings given to them in the Proposal.

Last update: 23 March 2017

LegalVision ILP Pty Ltd owns the copyright in this document and use without permission is prohibited.