

# YesBookit Client Services and Distribution Agreement (Version: 5.0)

## This is an agreement between

Stayz Pty Ltd, trading as YesBookit ABN 41 102 711 599 of Level 5, 1 Darling Island, Pyrmont, NSW 2009  
(**'YesBookit' or 'we' or 'us'**)

## And

[*insert Agent's company and trading name, ABN and address*] (**'The Booking Agent' or 'you' or 'client'**)

## Background

- YesBookit owns and operates an application (known as 'YesBookit') for managing product availability, pricing, transaction processing, bookings and ancillary services for various products with support. The YesBookit service includes but is not limited to:
  - Booking Management System ("Booking Management") used for managing the creation and processing of bookings, arrivals and departures of Consumers as well as the management of the property and other products;
  - Content Management System ("Holiday Manager") used to manage the Booking Agent's website layout, text, images and other content as well as functional features;
  - Connectivity Partner ("Connectivity Partner") which is a third party system or software that YesBookit may connect with such as trust accounting software or a back office system;
  - Channel Management System ("Channel Manager") used to manage the distribution of Product listings to the Booking Agent's website, the YesBookit portal website and other Distribution Partner websites;
  - Payment Gateway System ("Payment Gateway") which is a third party system used to process payments; and
  - Customer Relationship Management System ("CRM") used to manage communication and records of customers and other users.
- The Booking Agent wishes to use the YesBookit service in its business.
- YesBookit has agreed to provide to the Booking Agent a non-exclusive licence to use the YesBookit service subject to the terms and conditions set out below.

## 1 Definitions

In this Agreement, unless the context otherwise requires the following terms have the meanings given:

- (a) 'Additional Support Charges' means the fees for additional support services as referred to in the Schedule or otherwise notified by YesBookit to the Booking Agent from time to time.
- (b) 'Advertisement' means a property or other product listing displayed to the public.
- (c) 'Business Day' means a day that is not a Saturday, Sunday, public holiday or bank holiday in New South Wales.
- (d) 'Consumer' means a person purchasing through the Booking Agent the right to use the Product managed by the Service.
- (e) 'Distribution Partner' means an integrated third party Portal or system which displays or transacts Product bookings on behalf of the Booking Agent, and which is duly authorised by YesBookit.
- (f) 'Documentation' means all instructions, manuals and specifications for the delivery of the Service which YesBookit makes available to the Booking Agent, Product Owners or Consumers in electronic or printed form or by any other means.
- (g) 'Fees' means all of the fees and charges which are payable by the Booking Agent to YesBookit under this Agreement, including the Processing Fee, the Service Charges, the Support Charges and the Additional Support Charges.
- (h) 'Initial Term' means the initial minimum term specified in the Schedule.

- (i) 'Intellectual Property' means know-how, being technical or other information or experience or trade secrets devised, developed or acquired by YesBookit applied to the development, marketing and distribution of the Service; designs whether or not registered or protected by copyright devised or acquired by YesBookit applied to the development, marketing and distribution of the Service (including insignia and logos); scripts and code and any other right in connection with the Service to which YesBookit is entitled.
- (j) 'Portal' means a website or service listing multiple products from multiple agents allowing users easily to search for, compare and book Products according to their requirements and which displays a Portal Price being the Retail Price with the Reseller Fees and Processing Fees (as applicable) marked up or deducted (as applicable).
- (k) 'Product' means any property, product or service whose availability, pricing, booking and ancillary services are managed through the Service.
- (l) 'Product Owner' means the owner or owners of Products managed by the Booking Agent.
- (m) 'Processing Fee' means fees payable by the Booking Agent to YesBookit on completed bookings generated through the Channel Manager.
- (n) 'Reseller Fees' means fees payable by the Booking Agent to the Distribution Partner on completed bookings generated through the Channel Manager.
- (o) 'Retail Price' means the price at which the Booking Agent advertises the Product directly to the Consumer.
- (p) 'Service' means the whole of the service provided by YesBookit including the establishment of a worldwide web presence, participation in any Portal established by YesBookit, the provision of the Booking Management System, Content Management System, Connectivity Partner service, Channel Management System, Payment Gateway System and Customer Relationship Management System and the use of the User Console.
- (q) 'Service Charges' means the charges for use of the Service, including set up charges, specified in the Schedule and which are payable by the Booking Agent to YesBookit.
- (r) 'Support Charges' means the charges for Support Services specified in the Schedule, which are payable by the Booking Agent to YesBookit.
- (s) 'Support Services' means the support services described in clause 10 of this agreement.
- (t) 'Term' means the Initial Term plus any further term for which this Agreement is renewed in accordance with clause 7(a).
- (u) 'Total Transaction Value' means the total value of the booking including Product charges but excluding ancillary items such as cleaning fees and security bonds, as specified by YesBookit for particular Product types and/or Distribution Partners.
- (v) 'User Console' means the functionality provided by YesBookit for the use of Booking Agents, their staff, suppliers and contractors, Product Owners and any third party authorised by the Booking Agent to re-sell the Products.

## **2 Acceptance of these terms and conditions**

- (a) By entering into this Agreement and using the Service, you agree to be bound to the terms and conditions set out below.
- (b) In addition to the terms and conditions in this Agreement, all Advertisements published on a Portal owned or operated by YesBookit are subject to the Fairfax Media standard terms and conditions of advertising, as amended from time to time, available at <http://www.adcentre.com.au/terms-conditions.aspx>, and any other applicable legal notices displayed on the Service from time to time.
- (c) We do not act as your agent in relation to Products that you advertise or transact through the Service and are not involved in the actual transaction between you and any third party. You enter into any transaction with a third party entirely at your own risk.

### **3 Your use of the Service**

- (a) Subject to the payment of the Fees and the other terms of this Agreement, YesBookit grants to the Booking Agent a non-transferable, non-sublicensable, non-exclusive right and licence for the Booking Agent and its employees, agents and contractors to use the Service in relation to the Booking Agent's business from the date of this Agreement until expiry of the Term.
- (b) The Booking Agent may only use the Service in accordance with the normal operating procedures as notified by YesBookit.
- (c) The Booking Agent must not copy, reverse engineer, alter, modify or reproduce any aspect of the Service, including reproduce the "look and feel" of any published aspect of the Service, except to the extent otherwise authorised by this Agreement or with the prior written permission of YesBookit.
- (d) You agree that:
  - i) you have the authority to advertise the Products that you advertise through the Service and to enter into transactions in relation to those Products and will supply YesBookit with the required verification documentation if requested;
  - ii) you will comply with all applicable laws and codes in relation to this Agreement and the Products that you advertise;
  - iii) you will remove Product listings from the Service or amend them if reasonably requested to do so by YesBookit; and
  - iv) all information you make available in relation to your Products will at all times be up-to-date and accurate, appropriate to your listing and not misleading or deceptive in any way.
- (e) You must notify YesBookit of any changes in your business name, bank account, ABN, email address, contact person or office address in writing promptly and within 5 business days of the change.
- (f) We reserve the right to change the Service (including format, design, scope, etc) at any time. We will use our reasonable endeavours to give you advance notice of any material changes that we make to the Service.
- (g) We reserve the right (but have no obligation) to review, modify, reformat, reject or remove (or direct you to modify or remove) any material that you make available or attempt to make available via the Service that, in our opinion, breaches this Agreement, has the potential to harm, endanger or violate the rights of any person or entity or may otherwise be damaging to YesBookit's reputation.

### **4 Service Charges**

- (a) You agree to pay YesBookit the Service Charges listed in the Schedule.
- (b) The regular monthly Service Charges specified in the Schedule reflect the maximum number of Products you can advertise through the Service at any time, subject to an allowance of a 10% increase in the number of Products. To increase the maximum number of Products that you can advertise through the Service, you must renew or amend your subscription with us.
- (c) You may have the ability from time to time to access additional chargeable features and services through the Service. Any additional terms and conditions (including pricing) relating to chargeable features and services will be specified on the Service or otherwise made available to you in writing. Any such additional terms and conditions form part of this agreement.

### **5 Distribution Partners, Reseller Fees and Processing Fees**

- (a) If you use the Channel Manager to list your Products on other Portals, you consent to YesBookit sending the relevant Distribution Partner(s):
  - i) pricing, availability and other information for the Products in the format specified by YesBookit; and
  - ii) information on bookings displayed or transacted the Distribution Partner, sufficient to enable the Distribution Partner to invoice you any applicable fees and charges until all bookings that were generated through the Channel Manager have been invoiced.
- (b) You acknowledge that YesBookit may receive a fee from the Distribution Partner for its services.

- (c) For each completed booking generated through the Channel Manager, you agree to pay YesBookit the Processing Fee (if any), and pay the Distribution Partner the Reseller Fee (if any) which will be calculated as a percentage of the Total Transaction Value for the booking.
- (d) The percentage and Total Transaction Value used to calculate the Processing Fee and Reseller Fee (as applicable) will be as specified in your registration for that Distribution Partner. YesBookit will notify you in advance whether the Processing Fee and/or Reseller Fee (as applicable) are grossed-up or deducted from your Retail Price for the booking.
- (e) If the booking or Total Transaction Value is amended, the Reseller Fee and Processing Fee may be recalculated depending on the Distribution Partner, as specified in the Schedule or your registration for that Distribution Partner.

## **6 Payment terms and invoices**

- (a) You must pay all Fees within 7 days after the date of our invoice or, in some specified cases, in advance.
- (b) Reseller Fees and/or Processing Fees (as applicable) for bookings may be deducted from remittances to you or invoiced.
- (c) Fees paid to YesBookit are non-refundable and non-transferable. If a Fee is paid to YesBookit for a period and you choose to discontinue using the Service part way through that period, you will not be eligible for a refund for the remainder of the period.
- (d) You are responsible for all taxes (including GST and income tax), duties or government charges payable in connection with this Agreement whether applying at the date of this Agreement or in the future.
- (e) Unless otherwise expressly stated, all fees, prices or other sums payable or consideration to be provided under this Agreement are exclusive of GST. If GST applies to a supply by either party under this Agreement, the consideration will be increased by an amount equal to the GST liability incurred by the party making the supply. Any invoice rendered by a party to this Agreement in connection with a supply must conform to the requirements for a tax invoice. If a payment to a party under this Agreement is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then payment will be reduced by the amount of any input tax credit to which that party (or any entity grouped with that party for GST purposes) is entitled for that loss, cost or expense.
- (f) If there is any dispute between us in relation to the Fees payable, we may audit the bookings made for your Products through YesBookit and, on reasonable notice to you, to audit your accounts and records relating to your bookings in order to verify the Fees applicable. You agree to grant our auditor such access and assistance as is reasonably necessary in order to carry out the audit.

## **7 Term and termination**

- (a) This Agreement will continue at least for the Initial Term. You may give us notice at least 28 days prior to the expiration of your Initial Term that you would like your subscription to terminate upon the expiration of the Initial Term. If you do not give us such notice, the Agreement will automatically renew for a further term of 12 months and the new Service Charges and Support Charges (as notified to you) will apply for that period.
- (b) We may terminate this Agreement, and/or remove your Product listings from the Service, immediately:
  - i) if we reasonably believe the safety, security and experience of Consumers and/or YesBookit's reputation is at risk as a result of any act or omission by you;
  - ii) if for any reason you destroy or dispose of or lose custody of any means by which you access the Service;
  - iii) if YesBookit forms the opinion based on reasonable grounds that the Service is being utilised for unlawful purposes;
  - iv) if you do not pay any amount owing to YesBookit by the due date and it remains overdue for 30 days or more;
  - v) if you breach this Agreement in any other way and the breach cannot be remedied or, if capable of remedy, you do not rectify that breach within 7 business days after receiving notice from YesBookit requiring the breach to be rectified;
  - vi) if an insolvency or bankruptcy event occurs in relation to you;

- vii) if you dispose of a significant part of your business or materially change the nature of your business or there is a change in ownership or control of your business; or
  - viii) otherwise, at any time and for any reason by giving you 30 days notice in writing (in which case you will be entitled to a pro-rata refund of any fees paid by you in advance).
- (c) If notice to terminate is given under this clause 7:
- i) you must return to YesBookit all copies of or material relating to the Service and Documentation in the possession, custody or control of the Booking Agent;
  - ii) you must pay all outstanding Fees up to the end of the notice period including payment for the full month of which any part thereof falls within the notice period;
  - iii) you must fulfil all bookings made through the Service before the end of the notice period as and when the time for those bookings falls due; and
  - iv) YesBookit will be regarded as being discharged from any further obligations under this Agreement at the end of the notice period.

## **8 Booking Agent's Responsibilities**

- (a) The Booking Agent is solely responsible for the quality, performance, accuracy of pricing and availability data and all other aspects of the Booking Agent's content, its Product Owner's content and all other goods and services provided by the Booking Agent. Accordingly, the Booking Agent must ensure that the information it posts, transmit and supply on or through the Service directly or as agent for your Product Owners complies with all applicable laws and the terms and conditions of this Agreement.
- (b) The Booking Agent must ensure that all content uploaded to the Service by itself, its staff, suppliers, contractors, Product Owners and any third party authorised by the Booking Agent to re-sell the Products, and any changes to that content made in any part of the Service are compatible with software used by YesBookit to deliver the Service.
- (c) The Booking Agent, at its expense, shall cause to remain in force and effect during the term of this Agreement all rights, licences, permission, waivers, releases and consents necessary to advertise and transact in relation to the Products and to use the Service.
- (d) The Booking Agent is fully responsible for providing its Product Owners and Consumers with any required disclosure or explanation of the various features, rules, terms or conditions of use of its website and any Products and the Service.
- (e) The Booking Agent is not an agent of YesBookit and YesBookit is not bound by, and to the full extent permitted by law excludes all liability for, any representations made by the Booking Agent in connection with clause 8 (d). The Booking Agent indemnifies YesBookit for any loss, cost or damage which may arise from any such representations made by the Booking Agent.
- (f) The Booking Agent will fully co-operate with YesBookit in connection with YesBookit's delivery of the Service. The Booking Agent must provide suitable internet connections, networks, equipment and software which may be necessary for the Booking Agent to use the Service. You will bear the cost of any telecommunications or internet usage charges incurred as a result of using the Service. Delay or failure by the Booking Agent to fulfil its responsibilities may result in an adjustment to the timetable for delivery of the Service and YesBookit will be released from its obligations under this agreement accordingly.
- (g) The Booking Agent must not upload to or use the Service for publication any of the following material including images, links or any other content:
  - i) that violates or infringes any copyright, trademark, trade secret, patent or statutory, common law or other proprietary rights of others;
  - ii) that is defamatory, libellous or slanderous;
  - iii) that contains obscenity or pornography;
  - iv) that is a distribution list to be used for unsolicited electronic mail; or
  - v) that is otherwise unlawful in Australia.

## **9 Information security**

- (a) YesBookit undertakes to take commercially reasonable steps to secure the data and information necessary for the proper functioning of the Service.

- (b) YesBookit is not liable for any reason for the actions of or failure to act by persons or systems outside of its control or responsibility, including but not limited to failure of communications or failures in the functioning of the internet or of service providers.
- (c) YesBookit will back up bookings data only daily, weekly and monthly. However, an Additional Support Charge may apply to retrieve and restore data for an agent and the Booking Agent is fully responsible for the independent back-up of its data.
- (d) The Booking Agent is responsible for providing and maintaining unique login password based access for its users.

## 10 Support Services

- (a) In return for the payment of the Support Charges, YesBookit will provide such regular support services as it considers necessary in order to ensure that the Service operates in substantial conformity with the Documentation. Such support will, at the sole discretion of YesBookit, take the form of:
  - i) telephone support;
  - ii) email correspondence; and
  - iii) online support using screen-sharing and other tools.
- (b) YesBookit is not bound to provide regular Support Services where it believes on reasonable grounds that the Booking Agent is not using or has not used the Service in accordance with applicable laws or in accordance with this Agreement.
- (c) YesBookit will provide the Support Services by ensuring the availability of suitably trained staff familiar with the operation, maintenance and support of the Service as soon as practicable during YesBookit's normal business hours.
- (d) The Booking Agent will, where relevant, ensure YesBookit's support staff have full and safe on-site access to the Service and are provided with all information, facilities, assistance and accessories reasonably required by YesBookit to enable YesBookit to provide the Support Services and otherwise comply with its obligations under this Agreement.
- (e) Regular Support Services to be provided by YesBookit under this Agreement do not include:
  - i) correction of errors or defects caused by the operation by the Booking Agent of the Service in a manner other than specified in the Documentation;
  - ii) correction of errors or defects caused by modification, revision, variation, translation or alteration of the Service not authorised by YesBookit;
  - iii) correction of errors or defects caused by failure of the Booking Agent to provide suitably qualified and adequately trained operating staff for the operation of the Service;
  - iv) additional training of operating staff;
  - v) rectification of operator errors;
  - vi) rectification of errors caused by Booking Agent's equipment fault;
  - vii) maintenance of the Booking Agent's equipment; and
  - viii) diagnosis of rectification of faults not associated with the Service.
- (f) Matters described in clause 10(e) constitute additional support services. YesBookit is under no obligation to supply additional support services but may, in its absolute discretion, supply additional support services at an Additional Support Charge.
- (g) YesBookit is not obliged under this Agreement to provide support for other software, hardware or systems used in conjunction with the Service or for website development unless quoted and agreed. If YesBookit supplies such support services in its absolute discretion, it may charge an Additional Support Charge.
- (h) The Booking Agent will pay the Support Charges, including Additional Support Charges, at the rates and in the manner specified in the Schedule.
- (i) Because of the complexity of the Service, the Booking Agent will not, without the prior consent of YesBookit (which will not unreasonably be withheld) engage any supplier other than YesBookit for provision of support or training services of any kind relating to the Service.
- (j) The Booking Agent will notify YesBookit of bugs and other problems with the Service which comes to its attention. Without limiting clause 13(d), YesBookit will use commercially reasonable efforts to remedy

any such bugs and other problems within a reasonable time having regard to the nature and complexity of those bugs and other problems.

## **11 Updates and New Releases**

- (a) YesBookit will in its discretion regularly review the Service in order to develop updates and product improvements, including fixing bugs and adding new features. However, YesBookit is under no obligation to provide updates or new releases of any aspect of the Service and its liability with regard to these bugs and other problems is limited to attending to them in accordance with the terms of clause 10 of this Agreement.
- (b) YesBookit will provide the Booking Agent with a procedure for providing recommendations by the Booking Agent. YesBookit will consider but is not bound to implement any suggestions and recommendations for product improvement provided to it by the Booking Agent.
- (c) The cost of YesBookit providing an update or new release of the Service may at YesBookit's discretion be charged by YesBookit to the Booking Agent as an Additional Support Charge in accordance with this Agreement.
- (d) If an update or new release requires amendments to templates and display screens to the Booking Agent, the cost of implementing such amendments may at YesBookit's discretion be charged by YesBookit to the Booking Agent as an Additional Support Charge in accordance with this Agreement.
- (e) Optional additional features may be provided to the Booking Agent for which YesBookit will charge the Booking Agent an Additional Support Charge according to the cost of development and/or licensing and such other matters as YesBookit considers relevant.
- (f) The Booking Agent will provide YesBookit with all reasonable assistance if YesBookit wishes to provide an update or new release of the Service. Updates of the Service will become part of the standard Service and the Booking Agent will make no objection to the inclusion of any new release of the standard Service at any time.

## **12 Intellectual property rights**

- (a) The Service uses and features copyright material, trademarks and other proprietary information. Reproduction, downloading, redistribution or commercial exploitation of any part of the Service, including material available through the Service (other than the Booking Agent's own Product listings and related data) other than as expressly allowed under this Agreement may infringe the intellectual property rights of YesBookit or our licensors and is prohibited.
- (b) Nothing in this Agreement should be construed as transferring title or ownership, or granting any right of use, in relation to any material or trade mark displayed on the Service without the express written consent of the relevant owner. Except in relation to your own Product listings and related data, the Booking Agent and its users may not assert ownership of all or any part of any works or other subject matter accessed through the Service.
- (c) Without limiting any licence granted by the Booking Agent under the Fairfax Media standard terms and conditions of advertising, the Booking Agent grants to YesBookit a worldwide, royalty-free, non-exclusive licence to use the Product listings and related data for the purpose of YesBookit performing its obligations under this Agreement.

## **13 Exclusion of liability and indemnity**

- (a) Except to the extent that legislation prevents YesBookit from excluding or limiting its liability, YesBookit accepts no liability whatsoever relating to your use of the Service, the content of your Advertisements published through the Service, your Products or your Product Owners. Without limiting the forgoing, YesBookit will not be liable for any loss or damage caused by or attributed to any person(s) that uses your Products in response to an Advertisement published or transacted through the Service.
- (b) You indemnify YesBookit against any loss, damage, cost or expense that YesBookit may suffer or incur as a result of any claim against YesBookit by any person or other third party relating to the content of your Advertisement(s) published or transacted through the Service, your Products or your dealings with any person.
- (c) Without limiting the remainder of this clause 13 in any way, you acknowledge that YesBookit (acting reasonably) may, in its discretion, choose to provide a Consumer or prospective Consumer of your

Products with a refund or other remedy in order to settle any claim made against YesBookit in connection with your Advertisement(s) published through YesBookit or your Products, including in relation to the condition or availability of the Products, any negligent act or omission by you or your representatives or any of your representatives or any breach of the terms of this Agreement by you, in which case you will be responsible for covering the cost of such remedial action.

- (d) Except as expressly set out in this Agreement, to the extent permitted by law we exclude all conditions and warranties relating to the Service. In particular, we do not make any representations or warranties that the Service will be uninterrupted, timely, secure or error free. Nor do we make any representation or warranty about the success of the Service or likely success of advertising your Products through the Service. Further, YesBookit makes no representation or warranty that the Distribution Partner, Payment Gateway, Connectivity Partner or other third party system or service to which access is provided via the Service (each 'Third Party System') meets the Booking Agent's requirements, or that the Third Party System will be uninterrupted, timely, secure or error free, and/or that any errors in the software will be corrected. You agree that you access and use the Third Party System solely at your own risk and that YesBookit is not responsible and has no liability for the accuracy or manner in which content is displayed on or data is processed through the Third Party System.
- (e) To the extent that our liability for breach of any implied warranty or condition cannot be excluded by law, our liability will be limited, at our option, to:
  - i) In the case of services supplied or offered by us, the re-supply of those services or the payment of the cost of having those services re-supplied; and
  - ii) In the case of goods supplied or offered by us, the replacement of the goods, the supply of equivalent goods or the payment of the cost of having the goods replaced.
- (f) In no circumstances will we be liable to you for any indirect, incidental, special and/or consequential losses or damages (including loss of profits, goodwill, data or opportunity). In all cases, our liability to you will be limited to the amount(s) paid by you in respect of those products or services.

#### 14 Notices

- (a) A notice or other communication required or permitted to be given by one party to another must be in writing and:
  - i) delivered personally;
  - ii) sent by pre-paid mail to the address of the addressee specified in this Agreement; or
  - iii) sent by facsimile transmission to the facsimile number of the addressee with acknowledgment of receipt from the facsimile machine of the addressee; or
  - iv) sent by email to the recipient's email address as specified in this agreement.
- (b) A notice or other communication is taken to have been given unless otherwise proved:
  - i) if mailed, on the second Business Day after posting; or
  - ii) if sent by facsimile or by email before 4 pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt.
- (c) A party may change its address for service by giving notice of that change in writing to the other parties.

#### 15 Use of Information

- (a) YesBookit is bound by the Privacy Act 1988 (Cth) and the National Privacy Principles and is committed to protecting the privacy of personal information collected from clients, customers and other persons as part of its normal business operations, activities and services.
- (b) YesBookit's primary purpose for collecting personal information is to enable Booking Agents, Product Owners and Consumers to exchange information to arrange and enter into transactions relating to Products. . To facilitate this exchange, YesBookit maintains a database of such information.
- (c) YesBookit is a business unit within Stayz Pty Ltd, a subsidiary of Fairfax Media Limited, and all information collected by YesBookit is subject to the Fairfax Privacy Policy. To read the Fairfax Privacy Policy, visit <http://www.fairfax.com.au/privacy.ac>. The Fairfax Privacy Policy may, from time to time, be reviewed and updated to take account of new laws and technology and changes to our operations. Please visit this page periodically to check for updates.



- (d) YesBookit may publish the fact that the Booking Agent uses YesBookit's services. This may be for advertising or promotional purposes and including but is not limited to articles and advertisements in print or electronic media.

## **16 General provisions**

- (a) You shall treat as confidential all information regarding our business or affairs that comes into your possession as a result of or in the performance of this Agreement. You must not disclose our confidential information to any third party without our written permission, unless required to do so by law.
- (b) YesBookit reserves the right to amend this agreement (including any Fees) from time to time. If a change is material or may have an adverse impact on you, YesBookit will provide you with no less than 14 days' prior notification of the change. If you object to any such change, your only remedy is to discontinue your use of the Service before the change comes into effect. If you continue to use the Service after that time, you will be deemed to have accepted the change.
- (c) This Agreement, together with any other terms and conditions it refers to, comprises the entire agreement between you and us and supersedes all prior understandings, agreements or representations.
- (d) You may not assign any or your rights or sub-contract any of your obligations under this Agreement without our prior written consent.
- (e) No delay or waiver by a party in enforcing any power or right under a provision of this Agreement will be deemed a waiver of that power or right.
- (f) If a term of this agreement is or becomes invalid or unenforceable, the validity and enforceability of the remainder of the agreement will not be affected.
- (g) This agreement is governed by the laws in force in New South Wales, and you submit to the non-exclusive jurisdiction of the courts in that State.

# SCHEDULE

## YesBookit

### Schedule of Fees and Charges

As at 1 March 2013

<b>Initial Setup</b>		inc GST
<b>Booking Management System (required)</b>	Up to 20 properties	\$750.00
	21-50	\$1,050.00
	51-75	\$1,350.00
	76-100	\$1,650.00
	101-125	\$1,950.00
	126-150	\$2,250.00
	151-250	\$2,550.00
<b>Holiday Manager (required)</b>		\$750.00
<b>Holiday Website (optional, standard style upgradable)</b>		\$1,500.00

<b>Monthly Fees</b>		inc GST
<b>Booking Management System per property</b>	Upto 20 properties	\$4.40
	21- 50 properties	\$3.74
	51 - 100 properties	\$3.25
	101 - 150 properties	\$2.90
	151 - 200 properties	\$2.59
<b>Software Licence Fee</b>		\$93.50
<b>Holiday Manager Software Licence Fee</b>		\$93.50
<b>Holiday Website Monthly Fee</b>		\$44.00

<b>Options</b>		inc GST
Payment Gateway Setup		\$220.00
Bad Books		\$220.00
Dedicated domain name		\$110.00
Annual management fee for dedicated domain name		\$77.00
Development consultancy		\$110.00

<b>Distribution Partners*</b>	inc GST			<b>Reseller Fee method</b>
	<b>Setup fee</b>	<b>Processing fee</b>	<b>Reseller fee</b>	
<b>Stayz</b>	\$110.00	nil	8.50% + GST	Grossed up
<b>HomeAway</b>	\$110.00	1.65% + GST	0% - 6.00% + GST	Grossed up
<b>Wotif</b>	\$110.00	1.65% + GST	10% +GST	Deducted
<b>Rentahome</b>	\$110.00		8.0%+GST	Grossed up
<b>BookitNow</b>	\$110.00		8.5%+GST	Grossed up

\* Please note Reseller Fees are set by the Distribution Partner