

BRANXTON BANK

TERMS & CONDITIONS

This Booking Agreement (the Agreement) is between Branxton Bank ABN 35 732 446 214 trading as Branxton Bank (BB) for the holiday rental of the Property located at 65 Maitland Street Branxton (the Property) and the Guest(s) ('Guests or You') named in the Booking. IT IS AGREED AS FOLLOWS:

1. ACCEPTANCE

This Agreement (the Agreement) and all other legal notices (accessible at <https://www.branxtonbank.com>) and any schedules, annexures, and attachments relating to this Agreement, provided with or separately forming part of this Agreement. By completing the Booking, the Guest will be deemed to have accepted this Agreement without further cause for agreement.

2. BOOKINGS

2.1 Online Booking

By using our online booking to make a Booking, You will be required to set up a user account. The person making the Booking will be the registered Guest. However, all Guests staying at the Property will be required to register upon check-in. You consent to providing your personal data and acknowledge that if You do not consent, BB may not be able to provide some or all of the services. For more information regarding personal data, please refer to our Privacy Policy. You agree that all information You provide to us will be true, accurate, current, and complete. You acknowledge that if BB believes that the information provided to us by You is false, inaccurate, or misleading, BB may, at our sole discretion, suspend or terminate your access to the Website and our Services without further notice to you.

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2.2 Rates

Rates quoted are in Australian dollars and are subject to change at any time and depending on availabilities. Rates are inclusive of GST where applicable. Verbal quotes are estimations of price only and are subject to written advice on the booking confirmation. In rare cases, accommodation rates may be subject to increase after you have made payment; where this occurs, the Guest will be notified in writing and may elect to either pay the difference or receive a refund as the situation requires on a case-by-case basis.

2.3 Check-Ins

Check-in is available from 3:00pm on the day of arrival. To enter the Property when the property is unstaffed, a code will be provided in your pre-arrival email. The latest check-out time is 10:00 am on the day of departure. Alternate arrangements may be made on request at an extra charge at the discretion of BB.

2.4 Length of Stay

There is a standard two-night minimum stay. Minimum length of stay restrictions applies to certain rates.

2.5 Number of Guests

At no time during the Guest's Booking shall the number of Guests staying exceed the number booked unless prior written approval is provided by BB.

2.6 Group Bookings

(a) BB accepts group Bookings by written agreement. Guests with Bookings for exclusive use will have full use of the Property.

(b) All Guests in group bookings will be required to complete a guest registration form, and only registered guests will be permitted to occupy the property for the duration of the stay.

(c) Visitors of Guests on the Property must be family members, friends, other responsible adults over twenty-one (21), or otherwise accompanied by a parent or legal guardian. Should any person other than as nominated by You, be attending the

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property, BB will require 24 hours written notice, and written approval is at the discretion of BB.

2.7 Children and pets

(a) Children under the age of twelve (12) are permitted as Guests only when the Property is booked for exclusive use. The accommodation prices for children are included in the standard rate and refer to using existing bedding.

(b) Additional charges will apply if a port-a-cot or sofa bed is required.

(c) Children must be supervised at all times, especially around fencing, pools, dams, stairs, verandas, balconies, and cleaning chemicals. BB is not responsible for any children staying at or visiting the Property.

(d) Pets are not permitted to stay at or visit the Property in any circumstances, inside or outside the Property.

(f) A cleaning fee will automatically apply if pets visit the property or grounds. Please see the Costs Schedule

2.8 Minors and Schoolies

BB does not accept Schoolies reservations or bookings from anyone under the age of twenty-one (21).

Payment Policy

3. PAYMENT

(a) The Guest will pay BB the Fees at the rate and in the manner specified in the Booking.

(b) The Guest agrees to pay the 50% Deposit and any applicable booking fee due at time of booking where the Guest has booked the Property for exclusive use. The remaining 50% is due seven (7) days prior to the check-in date.

(c) The Guest acknowledges that the check-in details will not be provided unless the full payment has been paid.

(d) BB only accepts payment by Credit Card (Visa and Mastercard payments only) unless otherwise agreed.

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(e) A credit card pre-authorisation will be held on all Bookings as a Security Bond for the Guest's Booking. Valid credit card details will be held as Security Bond for the Booking. For more details on the Security Bond, please refer to clause 5.

Cancellation Policy

4. CANCELLATIONS, RE-SCHEDULE & REFUNDS

4.1 Exclusive Use

- (a) No cancellations are accepted on the day of arrival or after check-in. The Guest will be charged the total of the reserved stay under all circumstances.
- (b) There will be no refund for the 50% Deposit paid at the time of booking.
- (c) The Guest shall only receive a refund where the dates are rebooked by BB to another Guest for the same value, and any loss suffered as a result will be payable by You.

4.2 General

- (a) A Booking may be cancelled due to force majeure, terrorism, natural disasters, political instability, or other external events making it unviable for us to uphold the Booking. Where your Booking has been varied or cancelled, BB will use our best endeavours to provide an alternative that is substantially the same or as similar as practical to the original Booking, or voluntarily offer You a right to cancel or change a Booking via our booking system.
- (b) You acknowledge that such a necessity may arise from time to time, and any offers of compensation, refunds, or claims in respect of any such variations or cancellations will be limited to those outlined in the terms and conditions of the Agreement. Under these circumstances, BB will not be responsible for any incidental expenses that You may have incurred as a result of your Booking.
- (c) BB reserves the right to refuse or grant refunds for the Services, pursuant to the Competition and Consumer Act 2010 (Cth). Any requests by the Guest for refunds

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must be detailed in writing and will only be considered when options for remedies or replacements have been exhausted.

(d) COVID POLICY - If you are unable to make your booked stay with us due to a Government mandated COVID-19 Lockdown Order (evidence required to be submitted by the guest), we will look to transfer your booking.

A \$100 admin fee will apply. Must be booked via our website direct
<https://www.branxtonbank.com>.

Booking.com and Airbnb have bookings that will need to work with the booking portals direct.

5. THE PROPERTY

5.1 Guest Obligations and Permitted Use

The Guest agrees:

- (a) to be an occupant of the Property for the entire duration of the stay;
- (b) not to sublet or allow unregistered Guests to stay at the Property;
- (c) to comply with all applicable laws and regulations;
- (d) to co-operate with BB and abide by these terms and conditions during their stay at the Property;
- (e) not to use the Property for any purpose other than the Approved Purpose as set out in this Agreement;
- (f) to close and lock doors and windows at check-out and when the Guest is not present at the Property to prevent theft of or damage to furnishings or the Guest's personal Property and to contact BB immediately where they are not able to secure the Property;
- (g) not to use the Property for any criminal activity, including online, and acknowledges BB will cooperate with any investigation of alleged criminal activity at the Property during or after the stay;
- (h) not to wear high heel shoes inside the Property at any time;

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- (i) not to smoke on the Property, including all guest rooms and communal spaces, decks, poolside and outdoor areas, except in the designated area outside the front gate;
- (j) not to use the Property for parties and gatherings without prior written permission;
- (k) not to use glassware in the pool /dam area at anytime;
- (l) to not have pets on the Property.
- (m) to abide by the Noise and Good Neighbour Policy pursuant to Clause 6.
- (n) to leave the Property in the same condition as found, returning all furniture and styling pieces to their original location; and
- (o) not to nail, screw, staple, or fix anything to any wall, door, or other surface or part of the building.

5.2 Guest Facilities

- (a) The Guest must contact management immediately with the 24-hour emergency contact number, in the event of an emergency once Emergency Services have been contacted on 000.
- (b) Free internet connection is available to all Guests. The connection of the internet during the Booking is not guaranteed and may be disrupted or unavailable without notice.
- (c) Under no circumstances are motorbikes, dirt bikes, quad bikes, use of firearms or air rifles, or fireworks allowed on the Property premises.
- (d) All sporting and leisure equipment that is available to use or rent at the Property must be securely stored and returned in the same condition. Lost, stolen, or damaged goods will incur costs in accordance with the Costs Schedule or those of the third-party supplier. The Guest agrees that it is responsible for the use of and return of any and all equipment from a third-party supplier, and BB does not accept liability for these goods, including the cost of repair, replacement, or return.

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(e) It is the responsibility of the Guest to ensure that any third parties engaged in providing services at the Property, including but not limited to caterers, beauticians, and massage therapists, are informed of these Terms and Conditions and hold appropriate Public Liability insurances. BB accepts no liability for any third-party services, including those which may have been recommended or referred by BB. Should any third parties be allowed onto the property, they are expressly bound to the terms herein without further notice from BB.

(f) All personal Property left behind is the sole responsibility of the Guest, who must either arrange payment for post or delivery or collect the item from the Property, within seven (7) days. Should items not be collected within this time period, BB may dispose of said items without further consulting You.

(g) The Guest acknowledges the Property may be visited by wildlife including, but not limited to, rodents, insects, cockroaches, kangaroos, wombats, snakes, and spiders, and agrees BB is not responsible for the natural and surrounding habitat.

(h) BB does not accept liability or loss caused by equipment failure and/or services out of our control, including, but not limited to, water, electricity, gas, and internet. In the event of a failure, the Guest should notify our team in the first instance. Any problems that arise during the rental period that do not constitute an emergency as determined by management, will be remedied at any time during or after the rental period, at the sole discretion of the management.

(i) BB reserves the right to enter the Property at any time, without notice, to protect and/or undertake maintenance of the Property. BB will give notice to the Guest wherever possible.

5.3 Reviews and Social Media

(a) BB encourage our Guests to tag @branxtonbank when posting on Instagram during their stay at the property. Unless You expressly object in writing, BB may tag You in some of our posts on matters of interest or repost your images on our accounts.

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(b) Where, upon request, You provide us with images of You or others, taken during your stay at the Property, unless You expressly object in writing, You agree to release and hold us harmless for any liability in relation to the images which BB may use for our marketing material or for promotional purposes.

(c) Guests agree testimonials BB have received from other guests received by us are indicative of that guest's experience at the Property and may not necessarily be typical. You recognise and agree these are not a guarantee of the experience You will have at the Property, though BB do our best to ensure every Guest is satisfied.

(d) In the event You experience any issues or problems during your stay, You agree to give BB the opportunity to rectify the situation prior to leaving negative reviews that may be published in any public domain, including but not limited to Facebook, Instagram and Trip Advisor, and which may be damaging to our reputation.

(e) Guests agree that upon leaving a review, they consider the regulations regarding false statements under the Competition and Consumer Act 2010 (NSW) and pursuant to the Defamation Act 2005 (NSW), which allows for anyone who has had damaging material published about them or which may cause injury to their business, to take legal action against authors.

6. NOISE AND GOOD NEIGHBOUR POLICY

6.1 Noise

You acknowledge that parties and gatherings are strictly prohibited at BB without prior written permission from management, and that all noise shall be kept indoors after 10 pm and prior to 8 am. Excessive noise, music, and any other form of disturbance to neighbours and other BB Guests are prohibited at all times, and may result in eviction without refund. Additionally, where BB staff, security guards, or the police attend the Property to deal with noise complaints or excess Guests or where a complaint has been received from the neighbours during or after your stay, You will be charged a fine in accordance with the Costs Schedule on each occasion. Evidence

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of a party or function found after the Guests have checked out shall result in an additional charge.

6.2 Neighbours

A 'good neighbour' policy shall be enforced at BB. You acknowledge that BB will be treated with as much care as your own residence and that it shall be left in the same condition as when You arrived. Behaviour exhibited by You and/or other Guests that is disrespectful of and disruptive to neighbours, traffic flow, or the community or which prompts complaints to the BB management from the police, local council, or neighbours shall not be tolerated and may result in a fine or eviction. You and other Guests agree to abide by all applicable parking restrictions and limitations.

7. COSTS AND DAMAGES

7.1 Security Bond

All Bookings will require a credit card pre-authorisation for a refundable Security Bond in the amount of \$1000. The bond will be retained until an inventory and inspection has been completed at check-out, with the cost of repair or replacement of property to be deducted from your Security Bond. The remainder shall be refunded to You within 7 days. You remain responsible for, and will be charged for any damage, cost of repair, or replacement in excess of the Security Bond.

7.2 Assessment and Repair

(a) The Guest acknowledges that breaching the obligations or any terms of this Agreement may result in fees as outlined in the Costs Schedule and/or any other associated consequences of the breach.

(b) All damages, breakages, or losses to the Property, furniture, and furnishing are to be reported immediately to management. To avoid being charged for any damage not caused by the Guest, such faults or breakages should be brought to BB's attention immediately following check-in.

(c) Following a final inspection and assessment after check-out, the Guest agrees BB is permitted to deduct the fees from the Security Bond and to charge the Guest's

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credit card for any fees over and above that amount, in accordance with the Costs Schedule and at BB's sole discretion upon determination.

8. PRIVACY

BB agree to comply with the Privacy Policy, the Privacy Act 1988 (Cth), and all other applicable privacy laws and such other data protection laws as may be in force from time to time which regulates the collection, storage, use, and disclosure of information about identifiable individuals (Personal Information) held by or on behalf of the Guest to the extent that they are legally obligated to comply with these laws. See full privacy policy.

9. ASSUMPTION OF RISK

You agree to be responsible for any damage to the Property or equipment which You may cause due to negligence.

You hereby waive and release, indemnify, and fully discharge BB and its agents, employees, officers, directors, affiliates, successors, and trustees of and from any and all claims, demands, debts, contracts, expenses, cause of action, lawsuits, damages, and liabilities, of every kind of nature, whether known or unknown, in law or equity, that You ever had or may have, arising from or in any way related to your usage of and/or stay in the BB properties or any activities that You may have partaken in on the premises of BB, provided that this waive of liability does not apply to any acts of gross negligence, intentional or wilful misconduct.

You assume any risk, indemnify and take full responsibility and waive and of personal injury; death, damage, or loss of personal Property associated with BB, including but not limited to using the property in any manner, form, or fashion, and participating and/or engaging in any activities on and off the premises.

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10. LIMITATION OF LIABILITY

10.1 Total Liability

To the fullest extent permitted by law (and to the extent permitted under Australian Consumer Law), the total liability of BB under or in connection with this Agreement in respect of all Claims (if any) is limited to the Fees paid or payable for the Booking and in any event, will never exceed the available proceeds of the professional indemnity and/or public liability insurance coverage of BB (as varied from time to time) or the fees paid to BB by the Guest, whichever is the lesser amount.

10.2 Consequential Loss

In no case shall BB, its officers, employees, affiliates, agents, contractors, or licensors be liable for any Consequential Loss arising from the Guest's use of, or reliance on the Services, the Website and/or content or information provided in the Property or in information brochures in the Property including, but not limited to any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the Services, even if advised of their possibility.

10.3 Australian Consumer Law

Further, nothing in this Agreement is intended to limit any Australian Consumer Law guarantees or warranties that may apply to the Services, and that cannot be excluded.

11 DISPUTE RESOLUTION

If a dispute arises out of or relates to this Agreement, a party must not commence any court or other proceedings relating to the dispute unless it has first issued a written notice to the other party specifying the nature of the dispute. Upon receipt of the notice by the other party, the parties must endeavour to resolve the dispute within twenty-one (21) days using informal dispute resolution techniques, including settlement discussions and mediation. If the dispute cannot be resolved, then the parties shall be free to pursue any right or remedy

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available to them under applicable law. Nothing in this Agreement will prejudice the right of a party to institute proceedings to enforce payment due under this Agreement or to seek urgent injunctive or declaratory relief in respect of a dispute or any matter arising under this Agreement.

12 GENERAL

12.1 Severability

If any provision or part of this Agreement is void or unenforceable for any reason, then that provision or part will be severed from this Agreement, and the rest of this Agreement shall be read as far as possible as if the severed provision or part had never existed.

12.2 Entire agreement and variation

The parties agree that:

- (a) this Agreement is the entire agreement between BB and the Guest in respect of this arrangement and supersedes any other communication or understandings (whether written or oral) between BB and the Guest in that regard; and
- (b) any changes to this Agreement must be agreed in writing between BB and the Guest prior to the changes coming into effect.

12.3 Governing law and Jurisdiction

- (a) This Agreement is governed by the laws applicable in the state of New South Wales and the parties agree to irrevocably submit to the exclusive jurisdiction of the courts of that State.
- (b) BB operates in accordance with the guidelines set out for Gloucester Municipal Council Short-Term Rental Accommodation. All guidelines must be adhered to or can result in eviction from the Property.

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13. Termination

BB, at our sole and absolute discretion, may suspend or terminate your access and/or future access to the website or services, effective immediately, with no liability to You or any third party for the following reasons:

- (a) where You are in breach of any of the terms of use or any related policies;
- (b) where at any time You have committed any act of wilful or serious misconduct;
- (c) if You fail to pay any fees, payments or expenses properly payable to us for our services by the stipulated date;
- (d) where You have created a risk or possible exposure for us;
- (e) where there are unexpected technical issues or problems;
- (f) at the request of law enforcement or government authority; or
- (g) upon a request by you.

14. Intellectual property

14.1 You acknowledge and agree that the website and the services contain information, content, and material that is owned by BB and are protected by all intellectual property and copyright laws recognised throughout the world, including the Copyright Act 1968 (Cth), whether existing under statute, at common law or in equity, now or hereafter in force.

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You are prohibited to copy, distribute, share and/or transfer information, content, and material from the website or services (and/or their associated username or passwords) You purchased to any third party or person. In some cases, BB may encrypt, force password and/or stamp license details (including customer name, address, etc.) to ensure additional safety.

No part of the website (including any content, information, or material posted on the website) may be reproduced, copied, published, framed, or transmitted in any form or by any means without our prior written consent. No part of the services may be used, reproduced, or exploited in any form or by any means except as expressly permitted by us.

BB respects the intellectual property rights of others and warrants that all information and materials provided via the website and services are the original content of BB and do not violate the intellectual property rights of any third parties. Any and all references made to third parties or third-party intellectual property is by means of reference only, and BB make no claims or association to it.

You acknowledge and agree to respect the intellectual property rights of others, including but not limited to our users and third parties, by refraining from using, reproducing, or exploiting any third-party content or user content that infringes their intellectual property rights recognised throughout the world, whether existing under statute, at common law or in equity, now or hereafter in force.

These terms do not transfer any of our intellectual property rights to You or any third parties. You are granted no right or license with respect to our trademarks, service marks, graphics, and logos used in connection with the services and website. All intellectual property displayed on the website has been provided with consent.

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All names, logos, and trademarks on the website are the property of their respective owners. Nothing on the website should be interpreted as granting any rights to commercial use or to distribute any names, logos or trademarks, without the express written agreement of the relevant owners.

BB may, from time to time, monitor your use of the website or services to determine if You are in breach of this policy. If You infringe our intellectual property rights or any other third party, BB reserve the right to deny access to or terminate your use of the services, and to report You to the relevant authorities or take any actions as necessary.

14. 2 Third-party links

The website may contain links to third-party websites or resources. You acknowledge and agree that BB are not responsible for the information, services or resources of any third parties, nor do these links imply any endorsement by, or affiliation with us. BB does not guarantee, represent or warrant that the content of any third party is accurate, legal or inoffensive, or that they will not contain viruses or otherwise impact your hardware or software. Unless otherwise stated, these terms and conditions only cover the use of this website and our services. Any other link will be covered by the terms and conditions of that website or resource, of which BB are not responsible for either directly or indirectly. You acknowledge it is your sole responsibility to assume all risk arising from your use of any such websites, services or resources.

15. User-generated content

The website (and any of our other digital platforms, mobile applications, or social media accounts or during a course or program) may allow You to post information, photos, content, user submissions and/or upload materials, including video and features such as live

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chat and forums ('user-generated content'), whether through external websites or otherwise. It may also allow You to see user-generated content submitted by others.

You acknowledge and agree that no commercial filming /photography or filming for a business purpose can be undertaken without written permission

You agree You are responsible for your user-generated content, which includes but is not limited to any data, text, files, information, usernames, images, graphics, photos, profiles, audio and video clips, sounds, works of authorship, applications, links, and other materials that You submit, post or display on or via the website, or is in any way connected with services.

You acknowledge BB have the right, but not the obligation, to monitor and review user-generated content, and from time to time, BB may, at their sole discretion and without prior notice to you, remove or edit any of your user-generated content that BB finds You may not have the permission to post, is offensive, or for any other reason. You agree to indemnify us against all liability claims or proceedings whatsoever arising from the publication of your user-generated content. You acknowledge and agree that BB does not authorise, condone or endorse any user-generated content and are not responsible for the accuracy, legality, or decency of such content. You are responsible for verifying the veracity of any claims or statements made in any user-generated content.