

MARINA CANALS APARTMENT TERMS AND CONDITIONS

This website, and its associated business, is operated by Marina Canals Apartment (“**Marina Canals Apartment**”) which is owned by sole trader **Imelda Bhalsod** (ABN 2511 8667 437). Your access to and use of the website and its associated Services is governed by the following terms and conditions:

1. Application of these Terms and Conditions

1.1 Your use of the website is subject to these terms and conditions, Marina Canal’s Apartment’s applicable Privacy Policy and any other terms or conditions found on the website.

1.2. You agree to be legally bound by these terms and conditions, as may be varied or updated, in accordance with clause 1.3 (together “this **Agreement**”). If you do not agree to this Agreement, or are unable to enter into a legally binding contract (for example, because you are a minor), you are not authorised to access or otherwise use the website or the Services.

1.3. From time to time, Marina Canals Apartment may vary this Agreement or any part thereof. Such variations may, for example, be made to keep them in line with updates to its business, to comply with legislative changes of for security or technical reasons. Your continued use of the website after such variations come into effect is deemed acceptance of the new terms and conditions. It is therefore imperative that you visit this page periodically to determine if there has been any change to these terms and conditions.

2. Definitions and Interpretation

2.1. For the purposes of this Agreement: “**Booking**” means a legally binding agreement formed between the Host and a Guest to rent Premises. Each Booking is subject to the terms and conditions the Host has set for the Premises concerned as indicated on the website or provided at the time the Booking is finalised.

“**Guest**” means a person (including a legal person) who has subscribed to this website for the purposes of viewing and/or booking accommodation.

“**Host**” means the person (including a legal person) who has subscribed to this website for the purpose of advertising Premises to Guests and (i) is the legal owner of the Premises OR (ii) is the managing agent of the person legally owning the Premises.

“**Premises**” means any accommodation listed on the website that is available for rent as short term accommodation (i.e. for lease for a period of ninety (90) days or less).

“**Services**” means:

* Facilitating the Booking of Premises (with or without associated services), which includes the handling of payments for such Bookings and the handling of communication between Hosts and Guests;

* Providing information on short term accommodation, Premises and their Hosts; and

* Such other services as Marina Canals Apartment may notify you of, or provide through this website, from time to time.

“**You**” and “**your**”, individually and collectively, means the person using this website.

2.2. Unless specifically indicated, or the context clearly indicates application to one group alone, a reference to you in this document is a reference to you regardless of whether you are acting as a Guest or as a Host.

3. Services

3.1. Marina Canals Apartment allows Guests to book short term accommodation from the Host and in this capacity operates solely as a venue for Guests to interact with the Host. In doing so, you accept and agree that Marina Canals Apartment is simply acting as (i) a conduit for correspondence between the Host and Guests; and (ii) a provider of certain administrative services to the Host.

3.2. Marina Canals Apartment may modify the Services, including no longer offering particular services or including new services, from time to time to stay up-to-date with best business practices and technology.

3.3. Marina Canals Apartment may provide the Services exclusively through the website, or through a combination of the website and other platforms (including offline platforms such as telephone, mail, etc.)

3.4. Marina Canals Apartment makes no warranties that the Services provided, are suitable for your intended purposes.

3.5. Marina Canals Apartment is not acting as a real estate broker or insurer in providing the Services.

3.6. You agree and accept that Marina Canals Apartment is also **not an agent** for any goods or services advertised on the website that are provided by third parties.

4. Correspondence

4.1. All correspondence facilitated by Marina Canals Apartment between you and the Host must be courteous and in no way to be considered blasphemous, defamatory, harassing or otherwise contrary to law (criminal or civil) or public morality.

4.2. Correspondence between you and the Host facilitated by way of the website or the Services may be made available for review by a limited number of Marina Canals Apartment customer service employees to facilitate enquiries by either you or the Host.

4.3. Correspondence facilitated by Marina Canals Apartment is not held by Marina Canals Apartment's systems indefinitely and therefore may not be accessible after the correspondence has been delivered or actioned. It is therefore your responsibility to ensure that you have a printed copy of any correspondence that is important to you or a Booking (for example, booking confirmation messages or security deposit payment receipts).

4.4. Marina Canals Apartment is not responsible for, or otherwise involved in, correspondence between the Host and Guests.

5. Your Account

5.1. You are responsible for any Services booked through the website using your username and password and this includes payment for such Services.

5.2. You are responsible for all information posted on the website, or otherwise provided to Marina Canals Apartment, using your username and password.

5.3. You are also responsible for the confidentiality and security of your username and password. If you believe that your username and password has been compromised in any way, please contact us via the following e-mail address: **hello@marinacanalsapartment.com.au**. However, you understand and accept that if your username and password are linked to a social media platform (e.g. Facebook™) for the purposes of authentication, Marina Canals Apartment may have no ability to assist you beyond suspending your account until the matter can be resolved by the linked social media platform.

5.4. You may not assign your account to any other party without the express written permission of an authorised officer of Marina Canals Apartment.

6. Bookings

6.1. When the Host accepts your offer to rent certain Premises placed through the website, and the required non-refundable deposit is paid, a binding contract is formed between you and the Host of the Premises. No contract or other legally binding arrangement is formed between Marina Canals Apartment and you by placing a booking through this website.

6.2. You should not consider a booking confirmed until such time as you have received a confirmation message from Marina Canals Apartment. If you have not received a communication regarding your requested booking within two (2) working days of placing the booking through the website, you should contact us via **hello@marinacanalsapartment.com.au**.

6.3. Accommodation rates as indicated on this site are inclusive of all relevant Host charges (including GST and high season, weekend and/or public holiday surcharges), but exclusive of any security deposit required by the Host, and are made in Australian Dollars (AUD). If, following booking of accommodation and payment of the non-refundable deposit, you are asked by the Host to make an additional payment (other than a security deposit) in respect of the booked accommodation, then the Host is entitled to request additional payment in respect of such services and this is a matter solely between you and the Host.

6.4. You are responsible for ensuring that you meet any criteria set by the Host for rental of the Premises. Where you are booking on behalf of a group, you are also responsible for ensuring that all of your guests meet any applicable criteria set by the Host for rental of the Premises and that they are aware of same.

6.5. Speculative, false or fraudulent booking offers are prohibited.

6.6. Once a Booking has been placed, the Booking can only be cancelled or changed by you directly contacting the Host concerned. It is the sole responsibility of the Host to arrange any refunds due in respect of any cancelled Booking.

7. Payments

7.1. Marina Canals Apartment levies a booking fee on all Bookings made by Guests through the website. The booking fee is either:

(a) In the case of payments made through Australian-issued credit/debit cards, two percent (2%) of the total value of the Booking as made; OR

(b) In the case of payments made through international-issued credit/debit cards, six point five percent

(6.5%) of the total value of the booking as made.

7.2. The booking fee payable under clause 7.1 will be processed as part of the non-refundable deposit required to be paid at the time of finalising the Booking.

7.3. All payments due in respect of a Booking are to be made through this website in accordance with the payment schedule advised at the time of making the Booking. Marina Canals Apartment will endeavour to provide reminders to you regarding the deadline for making such payments, but accepts no responsibility for ensuring that you make payment by the specified deadline(s). You are required to diarise your own reminders regarding such deadlines.

7.4. You agree that all information supplied by you in using Marina Canals Apartment's online payments platform is true and accurate and that you have the authority to make the payment.

7.5. You agree that you will only use Marina Canals Apartment's online payments platform to make legitimate reservations for yourself or such other persons for whom you are legally authorised to act.

7.6. While Marina Canals Apartment has full faith and confidence in the secure payment platform it has engaged to handle payments, Marina Canals Apartment provide no warranties as to the strength or effectiveness of the secure payment gateway and is not responsible for any events arising from unauthorised access to your payment information provided by way of the secure payment gateway.

8. Cancellations and Modifications

8.1. A Booking may only be cancelled by you in accordance with the Host's Cancellation Policy as advertised on the website or provided to you at the time of finalising the Booking.

8.2. A Booking can not be modified. If you wish to change a Booking, you will need to contact the Host to rebook the Premises according to your desired preferences. Note that in rebooking Premises, a Host may levy a modification charge or otherwise seek additional payment.

8.3. Your Booking will be automatically cancelled by the Host if a payment required to be made in accordance with the Booking has not been received by the due date. A Booking cancelled by the Host in such circumstances is entitled to retain any non-refundable deposit paid.

8.4. Both the Host and Guests have the right to seek cancellation of a Booking in unforeseen circumstances or circumstances beyond their control. Where a Host or Guest seeks to cancel a Booking due to unforeseen circumstances or circumstances beyond their control, we request that the Host or Guest contact us at hello@marinacanalsapartment.com.au. so that we may assist in addressing any issues faced by the affected party (such as refunds and booking of alternate Premises).

8.5. Marina Canals Apartment cannot request the cancellation or modification of a Booking on your behalf.

9. Your Stay

9.1. You understand and agree that the Host may refuse to allow you access to the Premises if you are not able to produce relevant identification and/or confirmation of the Booking of the Premises.

9.2. You are responsible for leaving the Premises (including any property located at the Premises) in the condition it was in when you arrived. We therefore recommend inspecting the Premises on your arrival and immediately informing the Host of any damage to the Premises or any property located therefore. Evidence of the damage, preferably in the form of photographic evidence, should also be taken in case the Host cannot be contacted.

9.3. You are responsible for your own acts and omissions and the acts of omissions of your guests. In the context of this clause, "**guests**" means any person you invite to, or otherwise provide access to, the Premises, but excludes the Host or any party who has entered the premises on behalf of the Host (for example, a tradesperson performing maintenance on the property).

9.4. You are required to vacate the Premises by the specified checkout time or such other time as you may agree with the Host. Failure to vacate the Premises by the stated checkout time or agreed time may result in the Host being entitled to charge additional fees for your use of the Premises and/or any other inconvenience caused by your failure to vacate the Premises (such as urgent cleaning surcharges).

10. Refunds and Security Deposits

10.1. The Host may charge a security deposit in accepting a Booking. Any security deposit charged by the Host must be processed through our website and will be held by Marina Canals Apartment until at least two (2) business days after the end of your stay.

10.2. You agree and acknowledge that Marina Canals Apartment merely facilitates the payment and return of security deposits in accordance with the instructions of the Host and the terms and conditions imposed upon them. Any dispute you may have regarding any portion of the security deposit retained by the Host is solely a matter between you and the Host (see our section on Complaints/Disputes

below).

10.3. If we do not receive any instructions from the Host to withhold any amount from the security deposit provided within five (5) business days after the end of your stay, Marina Canals Apartment will action the return the full amount of the security deposit to you.

10.4. You accept and agree that the security deposit is intended to provide at least some reimbursement to the Host for certain costs that relate to your stay at the premises, including damage to the premises or any property as well as any additional charges incurred under clause 9.4. You also accept and agree that if the security deposit is not adequate to cover these costs, they may seek further reimbursement from you for the outstanding balance.

10.5. No interest is payable by Marina Canals Apartment on any refunds (including, but not limited to, refund of the security deposit). Refunds will be returned to you using the same payment method in which the original payment was made. In the case of credit cards, this means that refunds will also be made to the same card as used to make the original payment.

11. Complaints/Disputes

11.1. If the nature of a complaint or dispute relates to the booking service offered by way of this website, or any of the Services, then the complaint or dispute should be directed to Marina Canals Apartment via our e-mail: hello@marinacanalsapartment.com.au.

12. Website

12.1. Some areas of the website implement Google Maps™ mapping services, including Google Maps™ API(s). If you utilise the Google Maps™ functionality as part of the website, you agree that such use is also subject to Google Maps™ Terms of Service.

12.2. Marina Canals Apartment does not guarantee the accuracy, completeness or currency of any information provided on this website, some of which may have been provided by third parties. In the case of information (including images and text) relating to Premises, the Host is entirely responsible for its accuracy, currency and completeness. In the case of images, you accept that deviations from original photos can occur when scanning non-digital images and/or as a result of your individual screen settings.

12.3. Marina Canals Apartment makes no warranties that the information provided (which includes links to third parties), through the website, or the Services more generally, are suitable for your intended purposes.

12.4. For these reasons, you should consider the information on this website provided in relation to Premises on an "as is" basis and without warranty (express or implied).

12.5. If you feel that the Host has supplied false information in respect of themselves or Premises, you are invited to notify Marina Canals Apartment through the following e-mail address: hello@marinacanalsapartment.com.au.

13. Comments and Reviews

13.1. You agree not to make any comment (which includes a review), in a forum or other aspect of the website (including associated Facebook™ page and Twitter™ feeds), that may be considered vindictive, blasphemous, defamatory, harassing or otherwise contrary to law or public morality.

13.2. You must not post links or attach any file as part of a comment made on the website without the prior approval of Marina Canals Apartment. When such approval is provided, before linking to, or attaching, the approved file or website, as part of the comment you warrant to Marina Canals Apartment that you have verified its contents and that it is in no way blasphemous, pornographic, defamatory, harassing or otherwise contrary to law (criminal or civil) or public morality.

13.3. You accept and understand that Marina Canals Apartment does not moderate any forum or other aspect of the website where comments or reviews may be posted. As such, Marina Canals Apartment cannot verify the accuracy or otherwise of any posted comment or review (whether made by a Guest or the Host).

13.4. Marina Canals Apartment reserves the right to remove from the website any comment or review that it believes contravenes clause 13.1. This action may be taken without prejudice to any other rights or remedies that Marina Canals Apartment may have with regards to the posted comment or review.

13.5. Any opinions expressed in a comment or review are those of the poster and, unless expressly indicated to the contrary by Marina Canals Apartment, do not reflect the views of Marina Canals Apartment.

14. Events and Activities

14.1. From time to time, Marina Canals Apartment may provide details regarding certain events or

activities in WA through its website, which may include dates and times of such events/activities. You accept and understand that this information is provided on a without warranty basis. You are encouraged at all times to make contact with the organisers of any event or activity directly, or through their official communications platforms (such as websites or Twitter™ feeds) to verify such details.

14.2. Marina Canals Apartment makes no representation or warranty that it has provide details of any or all events or activities in any region of WA, or of any or all events or activities that may be of interest to you.

15. Third Party Links and Services

15.1. The website may contain links to other websites or apps which are owned and operated by third parties and which are not maintained or controlled by Marina Canals Apartment or its related companies (“**Third Party Sites/Websites**”). These links are provided as a convenience to you and, except where expressly indicated to the contrary, Marina Canals Apartment does not recommend or imply any endorsement of: (a) the linked site or app; (b) the goods and/or services available from any Third Party Sites/Websites; OR (c) the operator of any Third Party Sites/Websites.

15.2. The material and subject matter of any Third Party Sites/Websites is provided to you in accordance with the Terms and Conditions, if any, of the Host of the Third Party Sites/Websites and not under these Terms and Conditions. Accordingly, your access of Third Party Sites/Websites through this website is done so at your own risk.

16. Refusal of Access/Suspension of Account

16.1 Marina Canals Apartment may suspend, limit or terminate your account and/or access to the website, at its discretion, in the following circumstances:

- (a) You breach this Agreement;
- (b) Marina Canals Apartment reasonably believes the operation of the website may be jeopardised or there is real risk of loss or damage of any kind to Marina Canals Apartment, the Host or another person;
- (c) Marina Canals Apartment is legally required to suspend, limit or terminate your access to the website or it becomes illegal to provide you with access to its website; OR
- (d) There are other reasonable grounds for Marina Canals Apartment to do so.

16.2. You may request that Marina Canals Apartment suspend or limit your account at any time. When such a request is made, Marina Canals Apartment must suspend or limit your account until such time as you make a further written request to Marina Canals Apartment to terminate the suspension or limitation.

17. Your Warranties and Liabilities

17.1. You represent and warrant that the information and/or material you provide Marina Canals Apartment:

- (a) is information and/or material that you are authorised to provide;
- (b) where the material is in the form of a photographic image, that you have all necessary consents in respect of:
 - (i) all people shown in the photo; and/or
 - (ii) owners of any features items of other parties who may have rights in such items (e.g. copyright owners), for their image and/or item to be used by Marina Canals Apartment on its website or other advertising material. Such consents may be general or specific to Marina Canals Apartment.
- (c) is not defamatory, abusive, harassing or offensive in relation to any product, service, person or corporation or adversely reflects on any product, service, person or corporation;
- (d) does not infringe the legal rights of any other person in any jurisdiction, including intellectual property rights, or the laws of any jurisdiction (both criminal and civil);
- (e) is not misleading or deceptive or likely to mislead or deceive in any way, including by omission of information;
- (f) will not give rise to any claim or liability against Marina Canals Apartment.

17.2. You represent and warrant that your use of the website (or any part thereof) and/or the Services shall:

- (a) be for lawful and ethical purposes only and will not be used in any manner that may be detrimental to the Host or Marina Canals Apartment;
- (b) be for your own use, or for your own use in conjunction with other persons.
- (c) not be for the purposes of Booking, or soliciting the Booking, of Premises other than Premises validly advertised through the website;
- (d) not be as part of another website or other application. For example, the website, or any part thereof, cannot be encapsulated within a frame provided by another website.

17.3. You represent and warrant that you will not engage in any conduct that would lead any person to believe that you, or any business or website associated with you, is sponsored by, affiliated with, or otherwise endorsed by Marina Canals Apartment. For the avoidance of doubt, the simple reference by the Host that they have Premises listed on Marina Canals Apartment's website does not breach this clause.

18. Indemnity

You agree to indemnify and hold Marina Canals Apartment, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses arising out of or in connection with: (a) your breach of this Agreement; and (b) any wilful, unlawful or negligent act or omission by you;

19. Limitation of Liability

To the maximum extent permitted by law, Marina Canals Apartment excludes all liability (including for negligence) to you or anyone else in respect of whom loss or damage (including special, or consequential loss or damage which shall include loss of revenue, site unavailability or unavailability of other computer systems or loss of data) arising from or in connection with any use of this website or the information contained therein. For the avoidance of doubt, this also excludes, wherever and to the maximum extent possible, any warranties implied by statute or otherwise that relate to the website or your use of the website. If liability cannot be excluded, Marina Canals Apartment limits its liability to you to (at Marina Canals Apartment's option) the re-supply of the Services affected by its breach or negligence, or the cost of re-supply.

20. Maintenance of the website

20.1. Marina Canals Apartment will take down its website from time to time to perform maintenance (including urgent, scheduled and unscheduled maintenance) or implement upgrades. Where the site is to be taken down for such purposes, Marina Canals Apartment will endeavour to schedule the maintenance for times that will have minimal interruption to most Guests.

20.2. Marina Canals Apartment assumes no responsibility for any interruption, defect, delay in operation or transmission, technical malfunction or other problem relating or resulting from the website being offline or otherwise unavailable.

21. Intellectual Property

21.1. By uploading any material to the website you are granting Marina Canals Apartment a non-exclusive licence to reproduce, use and exploit the intellectual property in such material as part of the website or as part of a separate publication advertising and/or promoting the website or the Services and warranting to Marina Canals Apartment that you have the right to grant such a license.

21.2. Except as (i) permitted under the Copyright Act 1968 (Cth); (ii) as permitted in writing by an authorised officer of Marina Canals Apartment; or (iii) as indicated in clause 21.3, no part of this website may be reproduced or re-used in any form, including electronic, or for any purpose whatsoever.

21.3. Marina Canals Apartment may provide mechanisms for printing and/or downloading information from the website for the purposes of evidencing communication between you and the Host or as evidence of a booking. The provision of such mechanisms is deemed to be a written permission by an authorised officer of Marina Canals Apartment to print and/or download such information.

21.4. All trade marks are the property of their respective owners. The "Marina Canals Apartment" word and device trade marks are the property of Marina Canals Apartment. Any reproduction or use of these trade marks by you must be with the permission of Marina Canals Apartment. The use and reproduction of any other trade mark displayed on this website must be with the permission of the respective owner.

21.5. You are not permitted to employ any agent, program or other means to data mine or conduct a search (automated or manual) of the website or the information provided through it.

21.6. If you believe that Marina Canals Apartment is breaching your intellectual property rights in any manner, please send a notice setting out the details of your rights and how Marina Canals Apartment is breaching those rights to hello@marinacanalsapartment.com.au. Marina Canals Apartment will then take appropriate action to correct any valid claim of infringement.

22. Duration and Termination

22.1. These terms and conditions are effective for a thirty (30) day period commencing from your first date of use of the website. At the end of this period the terms and conditions will automatically and continuously renew for subsequent thirty (30) day periods until such time as you or Marina Canals

Apartment terminates this relationship by way of written notice. Written notice for this clause includes electronic mail.

23. Severability

If any of these terms or conditions are invalid, illegal or unenforceable, those terms or conditions will be struck out while other provisions which are self-sustaining and capable of separate enforcement to the invalid provision(s), are and continue to be valid and enforceable in accordance with their terms.

24. Assignment

Marina Canals Apartment reserves the right to transfer or subcontract any or all of its rights and obligations it may have to you regarding your use of the website or the Services to a third party.

25. No Partnership

(a) You agree that your compliance with these terms does not constitute any partnership or other commercial arrangement between you and Marina Canals Apartment.

(b) You accept and agree that Marina Canals Apartment does not act as agent for any Third Party offering goods and/or services advertised through the website.

26. Waiver

The failure, or delay on the part of Marina Canals Apartment in exercising its power or right in relation to your breach of these terms or conditions does not operate as a waiver of that power or right, nor does any single exercise of any power or right preclude any other or further exercise of any power or right.

27. Governing Law

These terms and conditions are governed by the laws of the state of Western Australia and, where applicable, the Commonwealth of Australia. You agree to submit to, and not challenge, the exclusive jurisdiction of the courts of the state of Western Australia, excluding its conflict of laws provisions.

28. Entire Agreement

These terms and conditions, Marina Canals Apartment's Privacy Policy and other terms found on the website, represent the entire agreement between you and Marina Canals Apartment and cannot be varied except by agreement in writing signed by an authorised representative of Marina Canals Apartment