

This Short-Term Rental Agreement (**Agreement**) is between Wandering Escapes Pty Ltd (**Wandering Escapes**) and the guest/s named in the booking (**Guest**) made via Wandering Escapes' online booking system 'Guesty' operated by Guesty Limited as applicable (or such other online booking system used by Wandering Escapes at the relevant time) (**Online Booking System**) for the short-term rental of the property (**Property**) that is specified in the booking made via the Online Booking System (**Booking**).

IT IS AGREED AS FOLLOWS:

1. ACCEPTANCE OF TERMS AND CONDITIONS

- (a) This Agreement includes Wandering Escapes' legal notices accessible on or via its website at <http://www.wanderingescapes.com.au> (**Website**) and all guidelines, codes of conduct, schedules, annexures, and attachments relating to this Agreement, provided with, or separately and forming part of this Agreement, including the **Schedule of Costs**.
- (b) By making the Booking using the Online Booking System, the Guest for themselves and on behalf of all other Guests:
 - (i) agrees to the terms and conditions of the Online Booking System accessible at Wandering Escapes' Website (<http://www.wanderingescapes.com.au>) (or at such other website for the Online Booking System used by Wandering Escapes at the time of the Booking);
 - (ii) agrees to the terms and conditions as set out in this Agreement; and
 - (iii) acknowledges they have read and agreed to be bound by the Website legal notices (which include the Website Terms and Conditions) and this Agreement.
- (c) This Agreement is subject to all applicable public health and related Australian State and Federal Government regulatory and legislative obligations, directions, orders and restrictions (including those in relation to COVID-19 or any comparable pandemic) (**Public Health Laws**) in force at the applicable times. The Guest will be responsible for checking and complying with all relevant and applicable State and Federal Government health orders, directions, guidelines and alerts upon entering into this Agreement (which may include those accessible at <https://www.health.gov.au/news/health-alerts/novel-coronavirus-2019-ncov-health-%20alert>, <https://www.smartraveller.gov.au/> and <https://www.nsw.gov.au/covid-19>) and before commencing their stay at the Property.
- (d) Wandering Escapes abides by, and this Agreement is subject to, the NSW Code of Conduct for the Short-term Rental Accommodation Industry (as amended from time to time) (**the Code**), which is accessible on the NSW Fair Trading website and hereby provided electronically by clicking on the following hyperlink: https://www.fairtrading.nsw.gov.au/_data/assets/pdf_file/0012/925788/Code-of-Conduct-for-the-Short-term-Rental-Accommodation-Industry.pdf. The Guest agrees that they will comply with the Code.
- (e) The Property is registered on the Premises Register administered by NSW Fair Trading since 1 June 2021.
- (f) Only persons aged twenty-one (21) years or older are permitted to make Bookings

and enter into this Agreement. By making the Booking the Guest represents and warrants that they are at least twenty-one (21) years of age.

- (g) If the Guest does not accept the terms and conditions under this Agreement, they must not proceed with payment for the Booking and must immediately cancel the Booking.

2. BOOKINGS

2.1 Guests, Registration and Minimum Booking Periods

- (a) By making a Booking, the Guest consents to provide their personal information and acknowledges that if they do not give consent Wandering Escapes may not be able to provide some or all of the services in relation to the Property contemplated by this Agreement including the short-term rental of the Property pursuant to the Booking (**Services**).
- (b) The Guest agrees that all information they provide to Wandering Escapes either directly or via the Online Booking System will be true, accurate, current and complete. The Guest agrees that they are responsible for all information they provide to Wandering Escapes and that any errors or discrepancies in any confirmation for the Booking provided by the Online Booking System or otherwise must be notified to Wandering Escapes as soon as possible. Once the Booking confirmation is transmitted, no changes can be made. The Guest acknowledges that if Wandering Escapes reasonably believes that the information provided by the Guest is false, inaccurate or misleading to the potential material detriment of Wandering Escapes it may, at its sole discretion, suspend the Booking pending resolution of the issue to Wandering Escapes' satisfaction, or terminate the Booking and/or the Guest's access to the Property in which case **clause 7(d)(i)** shall apply.
- (c) The provisions of **clause 2.1(b)** do not entitle a Guest to transfer the Booking into the name of another person or change the commencement date after the Booking confirmation is given.
- (d) The Guest Registration Form provided by Wandering Escapes must be completed and returned by the Guest no later than forty-eight (48) hours before the commencement date of the Booking period. For group Bookings, the Guest must include details of all their guests in the Guest Registration Form (**Registered Guests**) and obtain the consent of all Registered Guests for the disclosure of such information to Wandering Escapes. Only the Guest and Registered Guests (together, **Guests**) will be permitted to occupy the Property during the duration of the Booking period.
- (e) The Property accommodates the maximum number of Guests indicated on the Website. Prior approval must be sought from and given by Wandering Escapes in writing where the number of Guests will exceed the capacity or the number stated. Where Guests exceed the capacity or the number stated without the prior written consent, Wandering Escapes shall be entitled in its discretion to immediately evict the guests from the property and terminate the Booking and this Agreement.
- (f) A minimum period of stay of two (2) nights shall apply all year and/or such other minimum periods of stay shall apply during such periods as determined by Wandering Escapes from time to time.

2.2 Security Bond

- (a) All Bookings require a refundable security bond to be provided by credit card payment of such amount determined in accordance with the **Schedule of Costs (Security Bond)**, no later than forty-eight (48) hours before the commencement date of the Booking.
- (a) The Guest irrevocably agrees that Wandering Escapes is permitted to claim against, charge or deduct (as applicable) from the Security Bond at any time without prior notice to the Guest:
 - (i) any outstanding or additional Fees payable by the Guest in accordance with the **Schedule of Costs**; and
 - (ii) the cost of repair or replacement of any faulty, damaged, broken, lost or stolen fixtures, fittings, equipment, goods or chattels including furniture and furnishings (together, **FF&E**) of Wandering Escapes at or in the Property and any damage or loss to the Property.
- (b) The Security Bond will be retained until after a final inspection and assessment of the Property is completed after check-out and all amounts which Wandering Escapes is entitled to claim or charge against the Security Bond have been paid. The Guest acknowledges and agrees that Wandering Escapes is not required to undertake the final inspection and assessment of the Property after check-out in the presence of the Guest.
- (c) Any balance remaining of the Security Bond will be refunded to the Guest, if applicable, within seven (7) days after the Property has been cleaned after check-out, provided that any final deduction has been made or, where applicable, any pre-authorised amounts of the Security Bond will automatically lapse in accordance with the terms of the Guest's credit card provider.
- (d) Any amounts owing to Wandering Escapes which have not been satisfied from out of the Security Bond will be charged against the Guest's credit card used to provide the Security Bond or against any cash Security Bond held in trust, with a costs statement provided to the Guest with details of all amounts claimed and charged within seven (7) days after the date of check-out (or otherwise as soon as reasonably possible).
- (e) Where the amount of the Security Bond paid by credit card is insufficient to cover the additional Fees and costs owed to Wandering Escapes or where the Security Bond has been provided by credit card, the Guest irrevocably agrees that Wandering Escapes is permitted at any time without prior notice to the Guest to claim against or charge to the credit card used by the Guest to pay or provide the Security Bond, the balance of or all (as applicable) the additional Fees and costs owing to Wandering Escapes under this Agreement (including all amounts (if any) in excess of the Security Bond).
- (f) Wandering Escapes will provide the Guest with a statement of all amounts deducted from the Security Bond and/or charged to their credit card no later than seven (7) days after the date of check-out.
- (g)

2.3 COVID-19 Implications

- (a) The Guest acknowledges that Wandering Escapes may use a professional cleaning team that uses high-grade alcohol-based products to reduce the risk of contamination and the spread of viral or bacterial residue at the Property.
- (h) The Guest acknowledges that during periods in which Public Health Laws including COVID-19 or other comparable pandemic circumstances impact the Booking or the Property, some facilities at the Property may be restricted and Guests may be subject to certain mandatory requirements including those referred to in **clause 2.5(c)**.
- (i) All Guests are responsible for taking all necessary personal safety and hygiene procedures, including wearing masks if mandatory under Public Health Laws or when requested, and practicing 'social distancing' at the Property if required or appropriate during their stay.
- (j) If the Guest is unable to commence their stay under the Booking in order to comply with Public Health Laws or because of the direct impact of Public Health Laws on the ability of the Guest to use the Booking, the Guest may provide reasonable evidence of the relevant circumstances and make a written request to Wandering Escapes:
 - (i) to vary the Booking by rescheduling the Booking period to commence no sooner than fourteen (14) days after and up to twelve (12) months from the original commencement date of the Booking (but retaining the same number of days for the Booking unless otherwise agreed by Wandering Escapes). Provided that the Guest has given reasonable evidence of the relevant circumstances if required, Wandering Escapes may in its absolute discretion and subject to availability agree to reschedule the Booking to commence on the new commencement date (**Replacement Booking**) at the same accommodation rate (or any higher accommodation rate applicable to the dates of the Replacement Booking). In such circumstances, all amounts paid by the Guest shall be credited to the Replacement Booking; or
 - (ii) to cancel the Booking which, if less than sixty (60) days' notice is given before the commencement of the stay as required under **clause 2.4(a)**, shall be considered by Wandering Escapes on a case by case basis and if Wandering Escapes in its absolute discretion agrees to cancel the Booking, it shall be entitled to retain all additional accommodation Fees and Deposit paid in advance after deduction of the administration Fee provided in the **Schedule of Costs** (unless waived by Wandering Escapes).
- (k) Wandering Escapes reserves the right to vary or cancel (as applicable) the Booking and this Agreement in its absolute discretion where:
 - (i) the Booking is affected or may reasonably be expected to be affected by Public Health Laws or any health alerts or guidelines in connection with Public Health Laws including those in relation to COVID-19 or any comparable pandemic at the relevant time; or
 - (ii) if at check-in, any Guests refuse to provide a declaration requested under **clause 2.6(b)** or if any given declaration reasonably means that it is not, or there is a significant risk that it is not, safe to permit the Guests to stay at the

Property if at any time at or after the time of check-in it reasonably appears to or is known by Wandering Escapes that any Guests display or have flu-like symptoms, appear to be or are unwell, or express that they are feeling unwell with any respiratory or flu-like illness, or if it becomes known to Wandering Escapes that any Guests have breached any Public Health Laws which directly or indirectly puts Wandering Escapes or any person including neighbours of the Property at risk.

- (l) Where Wandering Escapes wishes to vary or cancel a Booking under **clause 2.5(e)(i)**, Wandering Escapes may in its absolute discretion offer the Guest the right to reschedule the Booking to commence no sooner than fourteen (14) days after and up to twelve (12) months from the original commencement date of the Booking (but retaining the same number of days for the Booking unless otherwise agreed by Wandering Escapes), or may cancel the Booking and refund the Deposit and all additional accommodation Fees paid (if any) less the administration Fee provided in the **Schedule of Costs** (unless waived by Wandering Escapes).
- (m) Where a Booking has been varied or cancelled by Wandering Escapes under **clause 2.5(e)(ii)**, no refunds shall be available and Wandering Escapes shall be entitled to retain the Deposit and all additional accommodation Fees paid plus charge the Guest for all additional Fees payable under this Agreement.
- (n) The Guest acknowledges and agrees that if the circumstances referred to in **clause 2.5(e)** arise, any offers of compensation, refunds or claims in respect of any such variations or cancellations will be limited to those provided under this Agreement and no other claim, right, action or demand shall exist in or be made by either party as a result of or in connection with any such variation or cancellation. In these circumstances, Wandering Escapes will not be responsible for any incidental expenses that Guests may have incurred as a result of or in connection with the Booking.

2.4 Check-ins and Check-outs

- (a) Check-in shall only be available if the Guest has provided the Security Bond and paid the accommodation Fee in full as required by this Agreement.
- (b) During any period in which Public Health Laws apply to the Guest's stay at the Property, Wandering Escapes may request that all Guests provide a declaration as to their health and exposure to any pandemic or other illness including COVID-19 which is the subject of the applicable Public Health Laws, as a prerequisite for completing check-in and the provisions of **clause 2.5(e)(ii)** may apply.
- (c) Subject to **clause 2.6(e)**, check-in is available from 10:00am to 3:00pm on the commencement date of the Booking. The Guest will be provided with check-in details including the access code for a key lock box to enter the Property and the code to disable the house alarm system by email with the touchstay digital guide up to seven (7) days before the check-in time. Any updates to the check-in details will be provided to the Guest via email.
- (d) Subject to **clause 2.6(e)**, the latest check-out time is 10:00 am on the day of departure, after which a late check-out Fee may apply in accordance with the **Schedule of Costs**.

- (e) Check-in and check-out times are strict unless otherwise prior agreed by Wandering Escapes. Any request by the Guest for changes to the check-in and/or check-out times must be made direct via SMS or email at the time of Booking unless otherwise agreed. Any agreement by Wandering Escapes to change the check-in or check-out time must be made at the time of Booking and is subject to availability and may require payment of an additional Fee in accordance with the **Schedule of Costs**.
- (f) If the Property or any FF&E is found by the Guest to be in an unclean or damaged state or if any facilities are not fully working at the time of check-in, the Guest must promptly notify Wandering Escapes and allow Wandering Escapes or its staff to access the Property to inspect and, if necessary, clean the Property and/or clean and repair any faulty, damaged or broken FF&E or facilities.
- (g) Wandering Escapes is not liable for alternative accommodation or any other costs that may be incurred by the Guest where they fail to make full payment of the accommodation Fees in the time required under **clause 2.2(c)** or fail to complete check-in during the relevant period on the date of commencement of the Booking for any reason.

2.5 Keys

- (a) The Guest may obtain the keys for the Property via the lockbox.
- (b) If the Guest locks keys inside the Property or any provided keys are lost, the Guest may be liable to pay a Fee in accordance with the **Schedule of Costs**.
- (c) Upon the Guest vacating the Property, the property must be locked up and keys must be immediately returned to the lockbox at the property. If any key is not returned at check-out, the Guest may be required to pay a Fee in accordance with the **Schedule of Costs**, and unauthorised copying and knowing retention of the keys or other instruments that allow for access to the Property will constitute an offence under the *Fair Trading Act 1987 (NSW)* (**Fair Trading Act**).

2.6 Maximum Capacity, Children and Visitors

- (a) Where Guests exceed the capacity an additional Fee shall be payable in accordance with the **Schedule of Costs** and Wandering Escapes shall be entitled to immediately evict the Guests from the property and terminate the Booking and this Agreement.
- (b) Children under the age of twelve (12) are permitted as Guests only when accompanied by their parent, legal guardian or an authorised responsible adult.
- (c) Where the Property has a Farm, Children under the age of twelve (12) should be accompanied and supervised at these open farms
- (d) The Guest acknowledges that there may be steps and balconies at the Property and that no baby gates or stair barriers may be available unless expressly confirmed with Wandering Escapes prior to the commencement of the stay. Wandering Escapes requires children to be supervised at all times and in particular with respect to the Property's features which may include swimming pool, steps, balconies, barbeque, fire pit, fireplaces, gas stoves, adjacent roads and neighbouring driveways, gardens, beaches, bays, lagoons, rivers or other waterways, cleaning chemicals, car park, rural and or farming land, farm dams and farm animals, natural bush, forest, national park or similar, wildlife and the suburban streetscape location.

- (e) Visitors of Guests at the Property must be family members, friends and other responsible adults at least eighteen (18) years of age. Any children aged between twelve (12) and eighteen (18) years must be supervised by a responsible adult, and children aged less than twelve (12) must be accompanied by their parent or legal guardian.
- (f) The Guest acknowledges and agrees that they are responsible for all acts and omissions of visitors to the Property during their stay and must ensure that visitors comply with all applicable provisions of this Agreement including **clause 3.1** and **clause 4** as if they were Guests.

3. GUEST OBLIGATIONS

3.1 Permitted Use

The Guest agrees:

- (a) to be an occupant of the Property for the entire duration of the Booking;
- (b) not to sublet or allow unregistered persons to stay at the Property;
- (c) they are responsible for all persons staying at or visiting the Property (including Registered Guests) and ensuring that such persons comply with all applicable terms and conditions of this Agreement as if they were a party to this Agreement, and agrees that any breach of this Agreement by any such person (including Registered Guests) may be deemed to be a breach by the Guest;
- (d) to comply with all applicable laws and regulations and not engage in conduct that contravenes criminal law or planning laws which apply to the Property and/or the Booking and acknowledges Wandering Escapes will cooperate with any investigation of alleged contraventions at the Property during their stay;
- (e) not to use the Property for any purpose other than the approved purpose as set out in this Agreement;
- (f) to co-operate with Wandering Escapes and abide by this Agreement during their stay at the Property;
- (g) not to bring or permit to be brought onto the Property any motorbikes, dirt bikes, quad bikes, firearms, air rifles or fireworks or any other items prohibited in the House Manual;
- (h) to duly comply with all provisions in the House Manual, the Safety Guide and all other manuals and guides provided at the Property during the duration of their stay at the Property and all check-out obligations;
- (i) not to break into or attempt to break into the Property if locked out or unable to enter for any reason and to contact Wandering Escapes for instructions and assistance;
- (j) to maintain the security of the Property to prevent theft of or damage to the Property or FF&E and the Guests' personal property, including locking doors and closing windows, and to advise Wandering Escapes immediately if they are unable to secure the Property;
- (k) to switch off or put out wood or gas fires entirely when the Guests leave the Property, even where they are not present for short periods;
- (l) not to smoke or permit smoking within the Property or its grounds;

- (m) use of the Property for schoolies, large parties, functions or group gatherings is strictly prohibited;
- (n) not to have pets on the Property without prior written permission from Wandering Escapes before the commencement date of the Booking;
- (o) to abide by the noise and good neighbour policy referred to in **clause 4**;
- (p) not to nail, screw, staple or fix anything to any wall, door or other surface or part of the Property; and
- (q) the Guest acknowledges and agrees that in addition to all other rights Wandering Escapes may have for breach of any provisions of this clause, Wandering Escapes shall be entitled to charge such additional Fees in accordance with the **Schedule of Costs**.

3.2 Guest Facilities

- (a) Wandering Escapes provides towels and bed linen at the Property for the use of Guests.
- (b) Free WIFI internet connection is made available for Guests however the Guest acknowledges the internet connection during the duration of the Booking is not guaranteed and may be disrupted, weak or unavailable without notice.
- (c) Guests are responsible for ensuring that any third parties engaged to provide services at the Property are informed of this Agreement and hold appropriate public liability insurance. Wandering Escapes accepts no liability for any third-party services including any which have been recommended or referred by Wandering Escapes.
- (d) The Guest acknowledges that it shall treat the Property with as much care as if it was the Guest's own residence and that it shall be left in the same condition as when the Guest arrived, including returning all furniture and styling pieces to their original location.
- (e) All personal property left behind at the Property is the sole responsibility of the Guest who may arrange for Wandering Escapes to post or courier the item. Where the Guest opts for Wandering Escapes to post or courier the item, an administration Fee may apply as provided under the **Schedule of Costs** in addition to postage or courier costs.
- (f) The Guest acknowledges that the Property may be visited by wildlife which may include, but is not limited to rodents, insects, cockroaches, kangaroos, deer, bandicoots, wombats, snakes and spiders, and agrees Wandering Escapes is not responsible for and has no control over the natural and surrounding habitat.
- (g) The Guest may use the fireplace and barbeque during their stay, subject to Wandering Escapes' Fire Safety Guidelines. The fireplace and BBQ, must be operated by persons over the age of eighteen (18) only and is at the Guests' own risk and is not responsible for any damage, injury or harm that may occur from their usage.
- (h) If the property has a swimming pool, Guests may use it during their stay subject to Wandering Escapes' Water Safety Guide and the rules in the House Manual. All use of the swimming pool is strictly at the Guests' own risk and Wandering escapes is not responsible for any damage, injury or harm that may occur from usage of the swimming pool.

3.3 Access to Property

- (a) Wandering Escapes and/or its authorised third parties may require access to the Property during the period of the Booking:
 - (i) for repair, service and/or maintenance during reasonable hours with notice to the Guest as far as reasonably possible;
 - (ii) to conduct any repairs, maintenance or service or to protect the Property at any time in emergencies; and
 - (iii) for prospective purchasers to view the Property where the Property is being offered for sale, as arranged.
- (b) If the Guest requests a service call and is not present to provide access, the applicable service call-out Fee provided in the **Schedule of Costs** will be payable.

3.4 Damages and Repair

- (a) The Guest is responsible for and will be charged for all damage (outside of normal wear and tear), breakages, cost of repair or replacement to the Property and any FF&E at or in the Property. Where the value of the damage or cost of repair or replacement caused by the Guest exceeds the Security Bond amount, Wandering Escapes is entitled to recover this as a debt immediately due and payable from the Guest including any administration Fees in accordance with the **Schedule of Costs** and for this purpose shall be entitled to use the Guest's credit card details (where applicable) to recover monies due and/or to invoice the Guest.
- (b) Wandering Escapes does not accept liability for any loss caused by failure of equipment and/or services or utilities out of its control, which may include, but is not limited to, TV or electronic equipment, water, electricity, gas and internet. In the event of a failure, the Guest should notify Wandering Escapes in the first instance.
- (c) Repairs, maintenance or service reported and requested by the Guest that have been deemed necessary by Wandering Escapes, will be carried out as soon as practicable. However, if repairs are required due to unforeseen circumstances it may not be possible to guarantee immediate repairs or repair during the Booking period.
- (d) All faults, damages, breakages or losses to or at the Property, including to any FF&E are to be reported within twenty-four (24) hours to Wandering Escapes. To avoid being charged for any faults, damage or breakage not caused by the Guest, any faults, damages or breakages of FF&E as at the time of check-in should be brought to Wandering Escapes' attention promptly following check-in.

3.5 Assumption of Risk

- (a) The Guest acknowledges and agrees that use of the Property, all facilities at the Property by all Guests and visitors is solely at the Guest's own risk and that Wandering Escapes is not responsible for the safety or wellbeing of any person, including children, any Guests or visitors to the Property or for any loss of enjoyment that may result from unusual circumstances or circumstances beyond the reasonable control or foresight of Wandering Escapes including weather, acts of God, fires, storms, power failures, riots, strikes, pandemics or any other events usually considered to be an event of force majeure.
- (o) The Guest acknowledges and agrees if at any time any weather conditions or other

circumstances occur that may make usage of the Equipment, swimming pool, barbeque or any other facilities unsafe for any Guests or visitors, the Guest will ensure that they immediately discontinue usage. The Guest acknowledges and agrees that usage of the swimming pool or barbeque may cause serious or grievous injuries which may include drowning (if applicable), injury, harm and/or death.

- (p) The Guest assumes all risk and takes full responsibility for all personal injury, sickness, disease (including but not limited to contracting or spreading infectious diseases), death for any reason, damage to and loss of personal property and losses of all kinds whatsoever arising out of, attributable to, caused by or resulting from the usage of the Equipment, the Property and any part of it and all facilities at the Property and the Guests' stay at the Property, which may include but is not limited to using the Property or any part of it in any manner, and participating and/or engaging in any activities at the Property.
- (q) The Guest hereby waives and releases, indemnifies, holds harmless and forever discharges Wandering Escapes and its current and/or former agents, employees, officers, directors, affiliates, successors and trustees from and against any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that they ever had or may have, arising from, or in any way related to, their usage of the facilities at the Property and/or their stay at the Property by the Guests and their visitors, and any activities that the Guests and their visitors may partake in or have partaken in, at or away from the Property and its premises, provided that this waiver of liability does not apply to any acts of gross negligence or intentional or wilful misconduct by Wandering Escapes.

4. NOISE AND NEIGHBOURS

4.1 Noise

- (a) All noise must be kept indoors at the Property in the period between 10:00pm and 8:00am.
- (r) Excessive noise, music and any other form of disturbance that is unreasonably disruptive to neighbours of the Property or interferes with the peace and comfort of neighbours is prohibited at all times and may result in eviction and immediate termination of the Booking under **clause 7(d)(i)**.
- (s) Where any representative of Wandering Escapes, security guards or the police attend the Property to deal with noise complaints or excess Guests or visitors, or where a valid complaint has been received from neighbours during or after the Booking, the Guest will be charged an additional Fee in accordance with the **Schedule of Costs**.
- (t) If a noise complaint is received, a first warning will be given. If a second complaint is received, Wandering Escapes shall have the right to immediately evict the Guests from the Property and terminate the Booking and this Agreement.
- (u) The Guest acknowledges that creating noise which because of its level, nature, character, or quality, or the time it is made, is likely to harm, offend or unreasonably disrupt or interfere with the peace and comfort of neighbours of the Property and other occupants of the premises may also be an offence under the Code and Fair

Trading Act.

- (v) Wandering Escapes is not liable for any disturbance, noise or inconvenience that the Guest may experience from neighbours of the Property or for any other reason including any nearby renovation or building work or roads (as applicable).

4.2 Neighbours

- (a) A 'good neighbour' policy shall be enforced at the Property by Wandering Escapes.
- (w) Behaviour by Guests:
 - (i) that is violent or threatening;
 - (ii) which could reasonably cause alarm or distress to neighbours or other occupants of the premises at which the Property is located (if applicable); or
 - (iii) which intentionally, recklessly or negligently causes damage to the premises at which the Property is located or personal property of neighbours; or
 - (iv) which involves any use or enjoyment of the Property in a manner that unreasonably interferes with the use or enjoyment of common property by neighbours or other occupants of the premises at which the Property is located (if applicable),may incur a penalty under the Fair Trading Act and/or eviction and shall give Wandering Escapes the right to immediately terminate the Booking and this Agreement and the provisions of **clause 7(d)(i)** shall apply.
- (x) Any behaviour exhibited by Guests that is disrespectful of or disruptive to neighbours, traffic flow or the community, or which prompts complaints to Wandering Escapes from the police, local council or neighbours, shall not be tolerated and may result in a fine under the Fair Trading Act and/or eviction and shall give Wandering Escapes the right to immediately terminate the Booking and this Agreement and the provisions of **clause 7(d)(i)** shall apply.
- (y) If any behaviour of Guests or visitors results in any dispute or complaint the Guest must notify Wandering Escapes as soon as possible, and the Guest acknowledges that failure to do so may result in a penalty under the Fair Trading Act.

5. CONFIDENTIAL INFORMATION AND PRIVACY

5.1 Obligations with Respect to Confidential Information

A recipient of confidential information:

- (a) may use the confidential information only for the purposes of this Agreement or with the prior consent of the discloser (which may be given or withheld at the discloser's absolute discretion);
- (b) must keep confidential all confidential information except:
 - (i) for disclosure permitted under this **clause 6**; and
 - (ii) to the extent (if any) the recipient is required by law to disclose such confidential information; and
- (c) must cease to use and destroy or return all confidential information immediately upon request.

5.2 Privacy

Wandering Escapes agrees to comply with 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 regulate the collection, storage, use and disclosure of information that can identify individuals, or make them reasonably identifiable (**Personal Information**), in relation to all Guests' Personal Information collected by Wandering Escapes, to the extent that it is legally obligated to comply with these laws. The Guest should also refer to Wandering Escapes' Privacy Policy on the Website.

5.3 Confidential Information

In this **clause 6**, confidential information includes:

- (a) all information relating to or concerning any issues, problems, disputes and feedback as contemplated by **clauses 5(d) and 5(f)**;
 - (b) all Personal Information held by Wandering Escapes relating to Guests; and
 - (c) all information relating to Wandering Escapes including its affairs and business, the Property and the Services,
- but excludes information:
- (d) which is in the public domain at the date of this Agreement or becomes part of the public domain after the date of this Agreement without any breach of this Agreement or other obligation of confidence;
 - (e) which the recipient can prove was already known to them at the time of disclosure by the disclosing party (other than if such knowledge arose from the disclosure of confidential information in breach of the obligation of confidentiality); or
 - (f) which the recipient acquired from a third party entitled to disclose it.

Costs.

- (a) Without prejudice to any other rights or remedies Wandering Escapes may have under this Agreement or at law, Wandering Escapes shall have the right to terminate the Booking and this Agreement with written notice effective immediately or at such later time stipulated in the notice and to retain all amounts paid in respect of the Booking and charge any additional Fees payable under this Agreement in accordance

with the **Schedule of Costs** if:

- (i) a provision of this Agreement specifically grants a right of termination;
 - (ii) the Guest commits a material breach that is not capable of remedy or multiple or recurring breaches of this Agreement whether remedied or not; or
 - (iii) the Guest commits a material breach and does not rectify the breach within any reasonable time given by Wandering Escapes for the Guest to rectify the breach.
- (b) Wandering Escapes reserves the right to terminate this Agreement or refuse to provide the Services or access to the Property to any Guests or persons on the exclusion register accessible via <https://www.fairtrading.nsw.gov.au/>, as outlined in the Code. Guests who are on the exclusion register and enter into this Agreement or stay at the Property may incur a penalty under section 54C of the Fair Trading Act.
- (c) Wandering Escapes will not be liable for any losses, costs and/or expenses incurred or sustained by the Guest as a result of the termination of this Agreement and the Booking.
- (d) The termination or conclusion of this Agreement and the Booking does not affect or effect any release of any accrued rights, obligations or remedies of a party in relation to events, acts or omissions that occurred before the termination or conclusion of this Agreement and the Booking including any claim that either party may have against the other party.
- (e) The Guest acknowledges and agrees where the Booking is terminated pursuant to a breach of this Agreement, the provisions of **clause 5(f)** apply.

6. LIMITATION OF LIABILITY

6.1 Liability of the Guest

Wandering Escapes may, in its sole discretion, take action (including legal proceedings) and claim against:

- (a) only the Guest pursuant to the provisions of **clause 3.1(c)**; or
- (b) the Guest and/or any or all other relevant Guests notwithstanding the provisions of **clause 3.1(c)**,

for all acts and omissions, breach of this Agreement and all other liability under this Agreement, in equity or at law, of the Guest and/or any other Guests.

a.

6.2 Total Liability

To the fullest extent permitted by law (including the Australian Consumer Law), the total liability of Wandering Escapes under or in connection with this Agreement in respect of all claims (if any) is limited to the lesser of all amounts paid to Wandering Escapes, and all amounts paid or payable for the Booking, and in any event shall not exceed the available proceeds of the professional indemnity and/or public liability insurance coverage of Wandering Escapes at the relevant time.

6.3 Consequential Loss

In no case shall Wandering Escapes, its officers, employees, affiliates, agents, contractors or licensors be liable for any consequential loss arising from the Guests' use of, or reliance on, the Booking, the Property or Services and/or any content or information (including regulatory or legislative) provided at or about the Property or in information brochures about 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 Wandering Escapes.

6.4 Australian Consumer Law

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

7. DISPUTE RESOLUTION

The parties must use reasonable endeavours to resolve all disputes through negotiation. If the dispute cannot be resolved through negotiation between the parties within twenty-one (21) days of the dispute arising, either party may commence mediation or other proceedings.

8. GENERAL

8.1 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.

8.2 Entire Agreement and Variation

The parties agree that this Agreement is the entire agreement between Wandering Escapes and the Guest in respect of this arrangement and supersedes any other communication or understandings (whether written or oral) between Wandering Escapes and the Guest in that regard. Any changes to this Agreement must be agreed in writing between Wandering Escapes and the Guest prior to the changes coming into effect.

8.3 Governing Law and Jurisdiction

This Agreement is governed by, and all disputes relating to or arising in connection with this Agreement or the subject matter of this Agreement shall be resolved in accordance with, the laws of New South Wales, Australia and the parties irrevocably agree to submit to the non-exclusive jurisdiction of the courts of New South Wales and the courts of appeal from those courts.

8.4 Joint and Several

Where the Guest is two or more persons:

- (a) any agreement, representation, warranty or indemnity given by them binds each person jointly and severally; and
- (b) any agreement, representation, warranty or indemnity in favour of them may be enforced by any of them.

8.5 Singular or Plural

In this Agreement, words in the singular include the plural and vice versa, unless the contrary intention appears.

8.6 Survival

The provisions of **clauses 1, 3.5(d), 5, 6, 8, 10.3 - 10.5** and this **clause 10.6** (and any other provisions which by their nature are intended to continue to have effect) shall survive the expiration or termination of this Agreement and the fulfilment, expiry, cancellation or termination of any Booking.

8.7 Interpretation

In the event of any ambiguity, inconsistency or uncertainty in the interpretation of the terms and conditions set out in the body of this Agreement and any other documents or information comprising the Agreement as referred to in **clause 1(a)**, the Guest shall raise the ambiguity, inconsistency or uncertainty with Wandering Escapes to resolve and provide direction.

b. SCHEDULE OF COSTS

ITEM	TERMS	AMOUNT
Additional Guests over maximum [number]	Where the number of Guests exceeds [] (maximum [] Guests)	\$200 per Guest per night over
Administration Fee	Postage/courier services (see below) For variation or cancellation of Bookings: - cancellation by the Guest made sixty (60) days before the Booking commences - cancellation by the Guest - where clause 2.4(b) applies - variation of booking dates - under clause 2.4(c) - cancellation by the Guest - under clause 2.5(d)(ii) - cancellation by Wandering Escapes - under clauses 2.5(e), 2.5(f) For action taken under clause 3.4(a) (Damages & Repair)	\$20 \$150 \$150 \$nil \$150 \$ Invoice cost to repair/replace
Call-out Fee for locksmith/ lost keys	If any provided key is lost, not returned or locked inside the Property	\$100 for security call out + invoice cost to rectify
Call-out Fee for medical emergency	Where any Guests are transported to hospital or require medical assistance or relocation, the Guest will be responsible for paying these costs	Invoice cost
Call-out Fee for Wandering Escapes	Where Wandering Escapes is called to the Property and the issue is deemed to be caused by any Guests, equipment owned by any Guests or because any Guests have not followed instructions	\$100
Call-out Fee for tradesperson to fix an issue caused by the Guest	Where a tradesperson is called to the Property and the issue is deemed to be caused by any Guests, equipment owned by any Guests or because any Guests have not followed instructions	Invoice cost
Call-Out Fee where Guest is not present	Where the Guest requests a service call and is not present to provide access	Invoice cost
Cleaning: BBQ/Oven	Where the BBQ or oven is left in extremely dirty condition	\$100 + invoice cost to clean
Cleaning: Linen, carpets and furnishings	Where the carpets, furnishings or linen within the Property have been soiled or damaged to the extent that they require extensive cleaning or replacement	invoice cost of cleaning/cost of repair or replacement

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Cleaning: the Property	Where the Property has been left in an extremely dirty or messy condition	Invoice cost to clean
Credible noise complaint by neighbours	Failure to abide by Wandering Escapes' noise policy	fine applied by police and legal fees per offence
Driving or parking on the grass	Where there is evidence of the Guest parking or driving on the grassed area	\$ + invoice cost to repair or replace
Evidence of pets	Where there is evidence of pets having been at the Property without consent, or with consent but additional cleaning of the carpets, furnishings or linen is required	\$200 + invoice cost of cleaning/cost of repair or replacement
Evidence of smoking	Where there is evidence of smoking within or at the Property, including traces of residual smoke or cigarette butts	\$150 + invoice cost for additional cleaning
Failure to complete check-out obligations	Where the Guest fails to complete the check-out obligations as required	\$100 per hour
Parking	Where Guests or their visitors park in an area or space that is not permitted and Wandering Escapes receives a valid complaint	\$100 per offence
Plumbing/electricity	Where it is determined that the Guest has caused a plumbing or electricity issue that requires a tradesperson	Invoice cost
Police/security called to the Property	Where police or security attend the Property for any reason including failure to abide by the good neighbour and noise policy	\$200 per offence + any associated costs and fines incurred
Postage/courier services	Where the Guest leaves personal property at the Property and requires postage or courier services	\$20 Administration Fee + postage or courier invoice costs
Repair/replacement - Equipment	Where there is loss or damage to the Equipment	Invoice cost for repair or replacement + administration fee
Repair/replacement - the Property and FF&E	Where there is loss or damage to electrical items, floors and floor coverings, furniture and fittings, kitchen utensils, crockery, glassware, cutlery and any other items at the Property Where there is loss or damage caused to the Property or the premises	Invoice cost to repair/replace

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Security Bond	Credit card payment	credit card is held damages will be charged after stay or as otherwise specified by Wandering Escapes
Use of Property for schoolies or large parties, functions or group gatherings	Where prohibited large parties, functions or group gatherings are held at the Property or the Property is used for schoolies	\$1500