

TakeABreak On Request Booking System Contract

Agreement between Take A Break Away Pty Ltd ACN 109 691 929 ("The Provider") and The Operator whose details appear on the final page of this contract ("The Operator")

Introduction

1. The Provider operates an online payment system which includes a facility to collect online credit card payment for payments by persons ("The Guest") who use accommodation services provided by The Operator.
2. The Operator operates one or more short term furnished rental accommodations which comply with all necessary licensing, regulations and insurance requirements.

Rights and obligations

3. The Provider will make diligent and reasonable efforts to provide a reliable and secure service until the contract is terminated.
4. The Operator must notify any changes in their business name, bank account, ABN, GST registration status, email address, contact person or office address in writing promptly and within 5 working days of the change.
5. The Operator must notify any change in ownership or management within 2 working days or if possible prior to the change.
6. The Operator must not engage in any conduct which is false, misleading or deceptive concerning The Operator services provided to The Guest.
7. The Operator must communicate clearly to The Guest at the time of making a Tentative Booking any additional conditions beyond those applied in the TakeABreak.com.au Booking Conditions.
8. The Operator is at all time subject to the TakeABreak.com.au terms and conditions in addition to the provisions of this contract.

Operation

9. When The Operator communicates to The Guest to request the payment of a deposit or full payment, The Operator specifies the time during which they will hold a Tentative Booking. If the requested payment is made by The Guest within this time The Operator must make a Confirmed Booking for the dates and room(s) offered.
10. When a Confirmed Booking has been made through The Provider's system, The Operator must supply the accommodation described in the offer.
 - 10.1. If The Operator becomes unable to provide this service for any reason The Operator must communicate with The Guest immediately and arrange for alternative accommodation of an equal or superior standard for The Guest, including all persons and rooms part of the Confirmed Booking. Any additional direct cost of providing this accommodation is to be paid by The Operator.
 - 10.2. If The Operator fails to provide the alternative accommodation as described in the preceding clause, The Provider may elect to organise and pay for alternative accommodation for The Guest. Should this happen The Operator must pay The Provider all direct and indirect costs incurred in this transaction plus a service fee of \$200.
11. The Operator must abide by the terms of the Booking Conditions, as amended from time to time, as they apply at the time of the Confirmed Booking.
12. In the event that The Operator decides to make a refund to The Guest, they must contact The Provider who will return funds to the credit card account that The Guest used to make their payment. Reasonable fees may be charged to The Provider and The Guest, as outlined in the Booking Conditions. To avoid a common form of fraud, The Operator must not make a refund to The Guest by any other method.
13. All invoices issues by The Provider to The Operator will include Goods and Services Tax.

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Transactions

14. The Provider's fee is 10% of the full amount to be paid by The Guest, including all services performed on the site of the accommodation. For the purpose of calculating The Provider's fee, on-site meals other than breakfast may be excluded if these meals are not part of an accommodation package. On-site services such as massage or activities may be excluded if they are not paid in advance.
15. Refundable payments including bonds and security deposits must not be included in the amount to be paid by The Guest and The Operator must not use the Provider's service to collect any such refundable payments.
16. Where The Provider is paid by The Guest an amount exceeding The Provider's fee, the balance will be held in a trust fund and under normal circumstances will be remitted to The Operator within 10 working days of the end of the month in which the stay was completed by The Guest, unless the payment has been refunded for whatever reason to The Guest. Remittance will be made by direct deposit into the bank account nominated by The Operator.
17. The Provider reserves the right to change the payment schedule at their discretion. If there is a change in the payment schedule The Provider will notify The Operator with 5 working days notice.
18. The standard method of communication by The Provider to The Operator will be email and all emails successfully sent by The Provider will be deemed to have been received by The Operator.
19. In the event of a dispute which is not resolved by direct discussion between The Provider and The Operator, The Provider will charge to The Operator reasonable expenses associated with costs of resolving the dispute.

Invalid Transactions and charge backs

20. A transaction is an Invalid Transaction if The Provider's bank notifies The Provider that the transaction is Invalid. This may occur at any time within two years of the date of the transaction.
21. The Provider will make diligent and reasonable efforts to avoid any Invalid Transactions, including by conducting online credit card validation checking.
22. In the event of an Invalid Transaction, The Provider will notify The Operator that the booking is no longer confirmed. The Operator must contact The Guest to arrange alternative payment.
23. In the event of an Invalid Transaction The Provider will charge back the transaction to The Operator and cancel the tax invoice. Where the monies have been remitted, The Operator must pay the charge back amount to The Provider within 10 business days.
24. The Provider will withhold payments relating to other booking transactions while a charge back payment to The Provider is outstanding.
25. Where the Invalid Transaction results from a dispute between The Guest and The Operator, for example The Guest alleges the accommodation was not provided or not of a suitable standard, The Operator must provide to The Provider within 5 business days proof that the accommodation services were provided. Final decision on whether the transaction remains Invalid will rest with The Provider's bank. If the transaction's status is changed to a valid transaction, The Provider will cease to withhold any amount due to The Operator.

The Agreement

26. This agreement will remain in place until terminated or replaced by a new agreement. Either Party may terminate the agreement with 10 business days notice.
27. The agreement will terminate immediately if:
 - 27.1. The Operator breaches any obligations under this contract; or
 - 27.2. The Operator is in The Provider's reasonable opinion involved in an unacceptably high number of charge backs or refund requests; or
 - 27.3. The Operator requests a transaction which they knew or ought to have known was fraudulent or illegal; or
 - 27.4. The Operator fails to inform The Provider of a material change.
28. While The Operator's listing is suspended or removed under the TakeABreak.com.au terms & conditions, The Provider may at its sole discretion choose to suspend the online payment system service to The Operator.
29. Subsequent to termination of this agreement, all monies owed by either party must be paid within 10 business days.
30. The Provider may vary this agreement by providing notice in writing to The Provider. Notice may be delivered by email. The altered provisions are effective immediately.
31. Nothing in this contract creates a relationship of joint venture or partnership of any kind between The Provider and The Operator. The Operator must not in any way represent or act as if any such relationship exists.

32. This contract is binding on the parties, their executors, administrators, successors and permitted assigns. The Operator may not transfer any of its rights or obligations to any other party.

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33. To the extent permitted within law, The Provider will not be responsible for any loss or damage (including consequential loss or damage) pursuant to this contract, including but not limited to any loss or damage suffered due to the failure of The Provider's system. The Provider's systems rely on external Internet, communications and banking providers and while The Provider will take all reasonable steps to ensure continuity of service, The Provider will not have any liability from any failure or delay in operation.

34. This contract is governed by the Law in force in New South Wales, Australia.

Accommodation details

Please provide the following information. **All items must be completed.**

Company name or Trading name: _____

ABN: _____

Registered for GST (yes or no): _____

Contact email address: _____

Contact name: _____

Office address (must not be post box): _____

Your bank account details:

Name of financial institution: _____

Account name: _____

BSB: _____

Account number: _____

Signed by person authorised to represent The Operator:

Signature: _____ (of representative of The Operator)

Full name: _____

Position: _____ Date: _____