

## Goodhalt.com Terms & Conditions

Last updated: 22/04/2019

### 1. INTRODUCTION

- 1.1 The site [www.goodhalt.com](http://www.goodhalt.com) is owned by Goodhalt Pty Ltd an Australian registered business ABN 73 630 209 237. Goodhalt is a community-based homestay marketplace which provides various tools and services to the members of a specific community group. As a community member, by using the goodhalt.com website, guests can book and process homestay with hosts of the same community. You may not be able to access most areas of the Website without registering your details with us as a member of this community.
- 1.2 These terms and conditions ("**Terms**") apply to the entire contents of the website under the domain name [www.goodhalt.com](http://www.goodhalt.com) and provides the Services (collectively the "**Website**").
- 1.3 Please read these Terms carefully before using the Website. Using the Website indicates that you accept these Terms regardless of whether or not you choose to book accommodation with us. If you do not agree please refrain from using our service and website.
- 1.4 Please print a copy of these Terms & Conditions for your records. For the purposes of these Terms, the "**Services**" means the online facilities, which Goodhalt provides to the hosts, to list their accommodation and to the guests, to search and process their booking online.
- 1.5 Booking payments conducted through the Site (the "**Payment Services**") are handled by a third-party payment provider and their services are integrated with Goodhalt. Payment Services are subject to the terms and conditions of the third party payment provider.
- 1.6 We reserve the right to update and amend these terms & conditions at any time. When changes are made we will reflect this on the site. It is your responsibility to read the Terms & Conditions regularly.

### 2. REGISTRATION

- 2.1 You may access some areas of the Website without registering your details with us. Most areas of the Website may only be open to you if you register and a member of the served community.
- 2.2 When you register and activate your account, you will provide us with personal information such as your name, email address, address and phone number. You must ensure that this information is accurate and current. We will handle all personal information we collect in accordance with the Goodhalt Privacy Policy. Goodhalt's Privacy Policy Statement is available to download using the link on the bottom of each page.
- 2.3 When you register and activate your account, we will provide you with a username and password. You are responsible for keeping this username and password secure and are responsible for all use and activity carried out under this username.
- 2.4 To create an account, you must be:

- at least 18 years of age;
- member of the served community
- possess the legal right and ability to enter into a legally binding agreement with us; and
- agree and warrant to use the website in accordance with Goodhalt's Terms

### **3. COLLECTION NOTICE**

- 3.1 We predominantly use the personal information we have gathered for the purpose of undertaking the services that you have requested and for the purpose otherwise set out in our Privacy Policy.
- 3.2 We may also disclose your personal information to other Goodhalt members who directly interact with you in a host-guest relationship. This includes the recipients located outside Australia.
- 3.3 Our Privacy Policy explains how we store and use your personal information and how you may access and correct your personal information. If you would like any further information about our Privacy Policy or practices, please contact us at [customerservice@goodhalt.com](mailto:customerservice@goodhalt.com).
- 3.4 By providing your personal information to us, you consent to the collection, use, storage and disclosure of that information as described in the Privacy Policy and the Terms.

### **4. ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION**

- 4.1 The information on our website is not comprehensive and is intended to provide a summary of the subject matter covered. While we use all reasonable attempts to ensure the accuracy and completeness of the information on our Website, to the extent permitted by law, including the Australian Consumer Law, we make no warranty regarding the information on this Website. You should monitor any changes to the information contained on this Website.
- 4.2 We are not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with the use of this Website or a linked Website. You must take your own precautions to ensure that your selections on our Website are free of viruses or anything else (such as worms or Trojan horses) that may interfere with or damage the operations of your computer systems.
- 4.3 We may, from time to time and without notice, change or add to the Website (including the Terms) or the information or services described in it. We are not liable to you or anyone else if errors occur in the information on the Website or if that information is not up-to-date.

### **5. LINKED SITES**

- 5.1 Links to third party web pages on the Website are provided solely for your convenience. Those links are provided for convenience and may not remain current or be maintained. Unless expressly stated otherwise, we do not endorse and are not responsible for the

content on those linked websites and have no control over or rights in those linked websites.

5.2 Goodhalt does not warrant that information on any third party websites is free from computer viruses or any defects, errors or infringements of intellectual property rights, nor does Goodhalt authorise any such infringement by providing these links.

5.3 Goodhalt disclaims liability for any loss or damage whatsoever arising from your use of links to third party websites.

## **6. INTELLECTUAL PROPERTY RIGHTS**

6.1 Unless otherwise indicated, we own or license from third parties all rights, title and interest (including copyright, designs, patents, trademarks and other intellectual property rights) in this Website and in all of the material (including all text, graphics, logos, audio and software) made available on this Website.

6.2 Your use of this Website and use of and access to any Content does not grant or transfer any rights, title or interest to you in relation to this website or the Content. However, we do grant you a licence to access the Website and view the Content on the terms and conditions set out in this Agreement and, where applicable, as expressly authorised by us and/or our third party licensors.

6.3 Any reproduction or redistribution of this Website or the Content is prohibited and may result in civil and criminal penalties. In addition, you must not copy the Content to any other server, location or support for publication, reproduction or distribution is expressly prohibited.

6.4 All other use, copying or reproduction of this Website, the Content or any part of it is prohibited, except to the extent permitted by law.

6.5 You are permitted to print and download extracts from the Website for your own use on the following basis:

- (a) no documents or related graphics on the Website are modified in any way;
- (b) no graphics on the Website are used separately from the corresponding text and Goodhalt's copyright and trademark

6.6 Any rights not expressly granted to you in these terms are reserved by the Goodhalt.

## **7. YOUR USE OF THE WEBSITE**

7.1 You may not attempt to gain unauthorised access to any portion or feature of the Website or to any other systems or networks connected to the Website or to any of the products or

services offered on or through the Website, by hacking, password “mining” or any other illegitimate means.

- 7.2 You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Website, or any other customer of Goodhalt, including any account information which is not owned by you, to its source, or exploit the Website or any service or information made available or offered by or through the Website, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information as provided for by the Website.
- 7.3 You may not use the Website or any material contain therein for any purpose that is unlawful or prohibited by these Terms, or to solicit the performance of any illegal activity or other activity which infringes the rights of Goodhalt or others.
- 7.4 You agree not to modify the software underlying the Website in any manner or form or to use modified versions of such software, including (without limitation) for the purpose of obtaining unauthorised access to the Website.
- 7.5 Use of the Website is subject to existing laws and legal process. Nothing contained in these Terms shall limit our right to comply with governmental, court, and law-enforcement requests or requirements relating to your use of the Website.
- 7.6 You must not do any act such as posting or transmitting to this Website any non-authorized material including, but not limited to, material that is, in our opinion, likely to cause annoyance, or which is defamatory, racist, obscene, threatening, pornographic or otherwise or which is detrimental to or in violation of our systems or a third party's systems or network security.
- 7.7 If we allow you to post any information to our Website, we have the right to take down this information at our sole discretion and without notice.

## **8. DATA PROTECTION**

- 8.1 Goodhalt Pty Ltd. shall comply with all of its obligations as a data controller in relation to your personal information in accordance with Privacy and Data Protection Act 2014 (Victoria) and General **Data Protection** Regulation (GDPR) EU laws on data protection.

## **9. PRIVACY STATEMENT**

- 9.1 Use of the Website and all of the information that we collect from you, including personal and non-personal information is subject to our Privacy Statement. Goodhalt's Privacy Statement is available to download using the link on the bottom of each page.

## **10. WARRANTIES AND DISCLAIMERS**

- 10.1 While Goodhalt endeavours to ensure that the Website is normally available 24 hours a day, Goodhalt shall not be liable if for any reason the Website is unavailable at any time or for any period.
- 10.2 Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond the Goodhalt's control.

- 10.3 To the maximum extent permitted by law, including the Australian Consumer Law, we make no warranties or representations about this Website or the Content, including but not limited to warranties or representations that they will be complete, accurate or up-to-date, that access will be uninterrupted or error-free or free from viruses, or that this website will be secure.
- 10.4 We reserve the right to restrict, suspend or terminate without notice your access to this Website, any Content, or any feature of this website at any time without notice and we will not be responsible for any loss, cost, damage or liability that may arise as a result.

## **11. LIABILITY**

- 11.1 To the maximum extent permitted by law, including the Australian Consumer Law, in no event shall We be liable for any direct and indirect loss, damage or expense – irrespective of the manner in which it occurs – which may be suffered due to your use of our Website and/or the information or materials contained on it, or as a result of the inaccessibility of this Website and/or the fact that certain information or materials contained on it are incorrect, incomplete or not up-to-date.
- 11.2 Goodhalt utilizes the most reputed third party payment provider (PayPal) to process payments. If unauthorised charges appear on your credit card or debit card statement for any card used on the Site at any time during or after your booking, while transacting or disclosing your card details on the website, Goodhalt shall not be liable or responsible in any way in respect of any damage or loss of whatsoever nature suffered by you arising from or in any way connected with said use, transaction or disclosure, subject only to any statutory rights which you may have.

## **12. SALE OF BUSINESS**

- 12.1 In the event of sale, merger, acquisition or liquidation of Goodhalt Pty Ltd., we reserve all rights to transfer all information provided by the members to the acquiring party or legal successor.

## **13. APPLICABLE LAW AND JURISDICTION**

- 13.1 These Terms are governed by and construed in accordance with the laws of Australia. If a dispute or claim arising out of or in connection with these Terms will be subject to the laws of the exclusive jurisdiction of State of Victoria, Australia, will apply. In relation to any such dispute, you agree to submit to the non-exclusive jurisdiction of the courts of the State of Victoria, Australia, and the courts of appeal from them, and waive any rights that you may have to challenge the appropriateness of that forum.
- 13.2 If you access this website in a jurisdiction other than Victoria, Australia, you are responsible for compliance with the laws of that jurisdiction, to the extent that they apply.

## **14. TERMS & CONDITIONS FOR GUESTS**

- 14.1 Goodhalt is not, and does not become, a party to any contractual relationship between You and the Host in respect of any booking, property management.
- 14.2 You acknowledge and agree that the Guest and the Host will be responsible for performing the obligations of any such agreements, that Goodhalt is not a party to such agreements, and that, with the exception of Goodhalt's payment obligations as a facilitator of the marketplace. Goodhalt disclaims all liability arising from or related to any such agreements.
- 14.3 As a Guest, you acknowledge and agree that goodhalt.com does not warrant the information published on this website is error free and in using this website you acknowledge that the accommodation details and all other information published on this website may include inaccuracies, mistranslations or typographical errors. While bookings accommodation on this website, the Guest is directly making the contract with the Host for the accommodation and not with Goodhalt.com.
- 14.4 Goodhalt does not own, run or manage any Host accommodation. Goodhalt.com acts as an intermediary as described above and facilitates the processing and booking of Host accommodation online and are not party to the contract between the Guest and the Host accommodation and has no responsibility or liability to you in respect of the terms of that contract, directly or indirectly.
- 14.5 By agreeing with the terms of membership, You as a Guest, can make a booking by selecting an accommodation provided by a Host in your community by searching and completing the booking process directly on goodhalt.com.
- 14.6 **Accommodation Booking**
- (a) On completing your booking online, Goodhalt will provide both Guest and the Host with booking confirmation emails, containing direct contact details. We also provide a platform for the Guest and Host to communicate with each other using Goodhalt.com site. We encourage the Guest and the Host use this facility to communicate privately.
  - (b) Enquiries sent by the Guest to the Host, may include Guest's name, email and other guests detailed supplied and the Host may use such personal information in order to respond to the Booking request.
  - (c) In the case of some accommodation, the Host is required to approve your booking before confirming the stay. The host has the full right to approve or reject your booking request.
    - (i) for instant confirmation properties, can be confirmed without a delay from requesting the booking; and
    - (ii) for all other properties, shall be approved or declined by the Host within 24 hours.
  - (d) All approved bookings require a payment, which is in full or 20% of the price of the stay as an advance and is required to pay this amount within the first 24 hours after Host approval. Thereafter all unpaid booking will get cancelled automatically after a reminder email.

- (e) Guests can pay with their credit card or using PayPal account through the payment services offered by PayPal. The online payment service is subject to the terms and conditions of the third party payment provider PayPal.
- (f) Advance payment reserves your accommodation for a certain period only. All outstanding monies must be paid 14 days before guest's proposed move in date or at the booking time, whichever is the later.
- (g) Any additional services offered by the Host and accepted by the guest are required to pay directly to the Host upon receiving those services.
- (h) Goodhalt reserve the right to cancel any booking where the full payment has not been received by the due date.
- (i) Upon arrival as permitted by applicable laws, all Guests may require to verify their identity to the Host by producing a proof of identity document(s) that shows the Guest's photograph and name, preferably a valid passport, national identity card or driving license.
- (j) The Host may request you to make a security deposit or security bond payment upfront and which will be released at the time of check-out.
- (k) By booking an accommodation, you agree to accept the individual Host's house rules. The Host is solely responsible for the accuracy of this information. If you require any clarification with regards to house rules, please ensure you communicate with the Host directly well in advance of your arrival.
- (l) The host might have appointed a caretaker to support you in relation to your accommodation. Please liaise firstly with your Host directly in relation to any issues.

#### 14.7 Check-in and Check-out

- (a) Rooms are available at 2pm on the day of arrival. However you are welcome to drop off any luggage in the morning with prior agreements with the Host.
- (b) Upon check-in the Guest will receive the key or access card for access to their accommodation. This key or access card must be handed back on check out. Failure to return the key or card will result in a charge.
- (c) Departing guests must remove all their belongings from their room, and check out, before 10am. After this time guests may make use of the luggage storage facilities but all possessions must be removed from the room. Late check-outs may incur a charge of an additional night.

#### 14.8 Fees and Charges

- (a) Goodhalt will not charge customers any bank charges or booking fee for their booking. However, there is a fee applies to alter the booking period, duration of the stay or cancellation of the booking.
- (b) All refunds will be made with the same payment method or any other method at our discretion.

#### 14.9 Guest behaviour

- (a) The comfort of all of our Guests and Hosts is of paramount importance. Guests are expected to respect Host, service staff, local residents and the property.
- (b) Any Guests, who in the opinion of our Host or Care-taker, compromises the comfort, safety, or security of other guests, Host, staff or local residents will be requested to leave the premises and will not be issued a refund.
- (c) The Guest is required to pay for all damages caused by the deliberate, negligent or reckless act of the Guest to the Host's property or structure. The cost includes the cost of rectifying damage, fixing or replacing the damaged or missed item including carriage. Should this damage come to light after the guest has departed, the guests will be notified by an invoice from the host, for the amount to the registered address.
- (d) The Host reserves the right to charge or lodge legal complaints against the guests
- (e) Goodhalt will of course make every effort to insist the Host to make total costs due to the damage that the guest would incur to a minimum.
- (f) As a policy, smoking or consumption of alcohol is not encouraged in any Goodhalt stay, however this is up to the discretion of your host's policy. Further failure to comply will result in the guest(s) being asked to leave the premises immediately and will not be offered a refund.

#### 14.10 Cancellation and no-show

- (a) Goodhalt guests are allowed to cancel their booking in case of unavoidable circumstances. In the event the guest cancels the booking before 14 days of the proposed move-in date, a cancellation fee of 10% of the price of the stay will be charged and the balance amount can be used for future booking or Goodhalt will transfer the amount to the Guest after deducting the bank charges.
- (b) If the cancellation request comes within 14 days of the move-in date, a cancellation fee of 20% of the price of the stay will be charged and the balance amount can be used for future booking or the amount will be transferred to the Guest after deducting the bank charges.
- (c) In the event of a no-show on booking period, the guest will not be entitled to any kind of refund.
- (d) In the event the Host cancels your booking, Goodhalt will refund the full amount to the guest without charging any service charge or banking fee.

14.11 In the event that the Host cannot accommodate you, it is the responsibility of the Host to find an alternative available of similar standard, type and location for you or our liability to you is limited to the full refund of full amount paid by the guest online.

## 15. TERMS & CONDITIONS FOR HOSTS

- 15.1 Goodhalt is not, and does not become, a party to any contractual relationship between You and the Guest in respect of any booking, property management.
- 15.2 Goodhalt does not act as your agent in relation to properties, products or services that you advertise on the Site. Goodhalt.com acts as an intermediary as described above, and facilitates the processing and booking of Host accommodation online.
- 15.3 You acknowledge and agree that the Guest and the Host will be responsible for performing the obligations of any such agreements, that Goodhalt is not a party to such agreements, and that, with the exception of Goodhalt's payment obligations as a facilitator of the marketplace, Goodhalt disclaims all liability arising from or related to any such agreements.
- 15.4 As a Host, you acknowledge and agree that goodhalt.com does not warrant the information provided by the Guests are accurate. You must take reasonable measures to verify the accuracy of the information provided by the Guests.
- 15.5 By agreeing with the terms of membership, You as a Host can list your accommodation online. The Guests from your community can search accommodations listed by You and other Hosts, select and complete the booking process directly on goodhalt.com.
- 15.6 Listing of Property
- (a) Owners may list their Properties under a pay-per-booking model. This means owners can advertise each Listing without any upfront fee and will be charged a commission calculated as a percentage of the rental amount paid by a Guest on every booking sourced through the Site ("the Commission").
  - (b) Goodhalt reserves the right to change the applicable Commission time-to-time, with any changes to be notified to the Owner no less than 30 days in advance and the changes only apply to the new booking on or after proposed commission change date.
  - (c) Listings published on the Site will be displayed on the Site until they are removed by the You or Goodhalt.
  - (d) Goodhalt reserves the right to remove or refuse to publish any Listing at any time in its sole discretion. Owner can also suspend or remove their Listings at any time, through the Goodhalt online member services or by contacting customer service.
  - (e) As a Host, you commit to provide only accurate and up to date information in each Listing including the description, availability and rates, and shall not impose different conditions on the Guests than those set out in the Listing and Host terms and conditions.
  - (f) Goodhalt reserves the right to decline to place, amend, or remove, any Listing that appears in Goodhalt's Site. We may also amend your Listing to improve the quality of your Listing.
  - (g) The listing of your property listed on Goodhalt Site, is depend on Goodhalt's algorithms and may vary from time to time. As a result, You may notice ongoing fluctuations in their listing's position in search results.

- (h) Goodhalt provides no guarantee on any position within search results, but the position of a Listing may be improved by the Guest's satisfaction ratings, conversion of search to bookings, the offered rates and having high quality descriptions and up to date booking calendars.

#### 15.7 Responsibilities of a Host

- (a) All Goodhalt hosts must comply with the rules and regulations implied by the local regulatory authorities for conducting the homestay in their property. If it requires a permit from the local authority and it is the responsibility of the Host to make sure they obtained a valid permit before accommodating the guests on your property.
- (b) Hosts are responsible for ensuring that the information that is entered or uploaded does not breach any copyright, intellectual property, obscenity or other laws relating to the written word in printed or electronic form.
- (c) Your listed property price must include any required local taxes, charges or levies.
- (d) You are responsible for declaring all applicable charges to the guests for the additional services you offer to guests.
- (e) You require to set standard check-in processes and accept Guests as listed in your accommodation booking after verifying their identities.
- (f) If you wish to accept some refundable security deposit from guests upon arrival, you must state this within your listing description, so the Guest is aware of this before they make a request.
- (g) You will honour all confirmed bookings for the dates, room prices and room type booked by the guests.
- (h) If you wish to cancel a booking, you will notify Goodhalt directly and we will notify the Guest. The cancellation requires a full refund of booking charges to the Guests, so as a Host, you must bear all money transfer charges in the booking and cancellation transactions.
- (i) As a Host you are solely responsible for reporting your Tax obligations to appropriate local government authorities.

#### 15.8 Accommodation Booking

- (a) All bookings made through goodhalt.com are agreements between the Host and the guest.
- (b) On completing your booking online, Goodhalt will provide both Guest and the Host with booking confirmation emails, containing the direct contact details. We also provide a platform for the Guest and Host to communicate each other using Goodhalt.com site. We encourage the guest and the host use this facility to communicate privately.

- (c) Enquiries sent by the Guest to the Host, may include Guest's name, email and other guests detailed supplied and the Host may use such personal information in order to respond to the Booking request.
- (d) As a Host, you can set whether your accommodation booking requires an approval from you before confirming the booking. If so, you have the full right to approve or reject the Guest's booking request.
  - (i) for booking the accommodation which is set as 'instant approval', an automatic confirmation will be granted; and
  - (ii) all other accommodation bookings are required to be approved or declined by You within 24 hours.
- (e) You can directly request and receive the payments for any additional services offered by You as a Host and accepted by the Guest upon receiving those services.
- (f) Upon arrival as permitted by applicable laws, You can request to the Guests to verify their identities of Guest's as listed on the booking. The proof of identity can be verified by using the documents that shows the Guest's photograph and name preferably a valid passport, national identity card or driving license.
- (g) You must clearly state in your property details and well communicate to the Guests, if you require any additional security deposit or security bond from the Guests on arrival. This deposit must be released at the time of check-out.
- (h) You can set your individual Host's house rules and require to communicate the Guests upon confirming their booking.
- (i) You as an Owner of the property, can appoint a caretaker to support the Guests in relation to your accommodation. If a care taker is appointed the contact detail must be communicated to the Guests.

#### 15.9 Check-in and Check-out

- (a) As a general rule the Host requires to make the property available at 2pm on the day of the Guest arrival.
- (b) Upon check-in you must provide a key or access card to the Guest for enabling 24hours access to their accommodation.
- (c) Check-out time is set as 10am. Upon check-out the Host must provide some storage facility to the guests to keep their belonging to a reasonable time.

#### 15.10 The Commission

- (a) Owners may list their Properties under a pay-per-booking model. This means owners can advertise each Listing without any upfront fee and will be charged a commission calculated as a percentage of the rental amount paid by a Guest on every booking sourced through the Site ("the Commission").
- (b) Goodhalt charges 8 to 12% of the rental amount as the Commission. Upon Guest's check-out is completed and confirmed by You, Goodhalt transfer the rental amount to your nominated account after deducting the Commission using the preferred money transfer method.

#### 15.11 Host behaviour with Guests

- (a) The comfort of all of our Guests and Hosts is of paramount importance. Host and their service staff are expected to respect their Guests and ensure their peaceful stay at your property. Host or Care-taker or their service staffs who compromises the comfort, safety, or security of the guests may attract a refund and further legal actions.

#### 15.12 Cancellation and no-show

- (a) Goodhalt guests are allowed to cancel their booking in case of unavoidable circumstances. The Host will not be compensated in the event the Guest cancels the booking before 14 days of the proposed move-in date.
- (b) If the cancellation request comes within 14 days of the proposed check-in date the Host will be compensated by 10% of rental money.
- (c) In the event of no-show on booking period, Goodhalt will transfer to the host all monies collected towards that booking after deducting 'the Commission' agreed.
- (d) In the event the You cancel the Guest booking, You require to bear all money transfer charges related to the booking.

- 15.13 In the event that the You cannot accommodate the Guest, it is your responsibility to find an alternative available of similar standard, type and location for your Guest or our liability to you is limited to the full refund of full amount paid by the guest online.

### 16. COMMUNICATIONS

- 16.1 Where Guest provide a review following a Host stay, Goodhalt may upload this review to the relevant Host profile page on the website. The sole purpose of this is to provide the future Guests with your opinion about the standard of accommodation and your experience.
- 16.2 Goodhalt will not publish any reviews that Guest marked as confidential. Goodhalt reserves the right to use such reviews at our discretion, for marketing, promotion or improvement of service. Goodhalt also reserves the right to refuse, edit or remove customer reviews at our sole discretion.
- 16.3 The Guest may post their own reviews about the accommodation on the Site. The Host is given the opportunity to view Guest Reviews. Goodhalt does not realistically have the ability to, verify the accuracy of the Guest Reviews. In the event that a Host disputes any aspect of a Guest Review, the Host is permitted to post a response to it.
- 16.4 Goodhalt expects the Guest to make their Host reviews to be honest and directly related to its purpose. Such as accurate portrayal of the Host behaviour during the stay and the Host's property without breaching of any law.
- 16.5 Goodhalt may decline to post or remove the reviews or any other communications of the Host if Goodhalt finds any of them fraudulent, false, misleading information.