

These terms and conditions are valid from 01 July 2018 and supersede all previous terms and conditions. Please read the following carefully as these terms and conditions constitute an agreement between you the 'guest/visitor/member' and the 'property/membership/reward club' owner Australian Post-Tel Institute of WA, known herein as APIWA. Acceptance of these terms and conditions is achieved by the guest/visitor/member joining or booking a holiday home either over the phone or by internet, clicking an "I agree" button on a web page, joining APIWA as a member in any form or attending as a guest at a holiday home, no physical signature is required. APIWA support the current National Holiday and Short-Term Rental Code of Conduct 2012 (HRIA).

## HOLIDAY HOME (STA) TERMS & CONDITIONS

This is a Short-Term Accommodation (STA) Licence not a Tenancy – Any booking with APIWA is not a residential tenancy agreement under residential tenancy legislations. Failure to comply with any of the guest's fundamental obligations and the terms and conditions of the property may result in immediate termination and eviction. Refunds will not be paid on terminated occupancies and damages may be sought.

### Prior to your stay

1. Council Law - The following terms & conditions are aimed at ensuring all members & guests enjoy their stay. Please note that due to licencing provisions imposed by local shires & councils the use of the premises is only for the quiet enjoyment of occupants and there is a restriction on the number of occupants using the premises as advised at the time of booking. Any infringement will result in the occupant being required to immediately vacate the premises & forfeiting their booking and any bond amount held.
2. Membership - Only members of API can book accommodation at an API reward club holiday home, as such by booking your stay you are also accepting the terms and conditions of membership. If you book at 'non-member rates', \$100 of your booking fee will be attributed to a 12-month temporary membership and membership fee with APIWA. *Please see the membership terms and conditions for more information.*
3. Minimum - Bookings are made with a minimum two nights and maximum bookings two weeks. The only exceptions are: during school holidays, when the maximum booking is one week; or, at the discretion of the CEO.
4. Deposit - A minimum deposit of 30% is required upon making a booking, with the balance being paid at least eight weeks prior to the first day of tenancy. If the booking is made with less than eight weeks' notice, 100% payment in full is due at the time of booking. A tentative booking will be held no longer than three days.
5. Accessories - Cots, high chairs, BBQ access and casual bedding is available by prior arrangement at no charge.
6. Wait list – If you are not able to make your booking due to other tenants already booking the unit you can make an alternative booking and/or request to be added to a wait list. You will be notified when and if the requested times become available but APIWA make no promises or guarantees that you will progress on a wait list. Members are encouraged to book alternative dates or units.
7. Allocation - Unit allocation is made randomly at the time of booking and any change will only be made in the event of unforeseen circumstances. If a booking is cancelled, transferred to a different date or otherwise changed at the request of a member, a fee applies. API reserves the right to change bookings where repairs or maintenance are required or should circumstances make it necessary.
8. Bookings – Bookings are NOT transferable to anyone else and subletting is NOT permitted. The member making the booking must be personally staying at the unit throughout the booking. Accordingly, members may only book one unit at a time. The APIWA quality "star" rating is self-rated and based on our judgement of place in the market.
9. Arrival/departure - CHECK IN is strictly after 2pm on the day of arrival, CHECK OUT prior to 10.00am on the day of departure. No more than the number of adults and children indicated at the time of booking are permitted to occupy units. APIWA will try to accommodate requests for early check-in/late check-out however they are subject to availability (e.g. other bookings in place, cleaners available to accommodate the request, maintenance schedule) and fees may apply.
10. Keys - Keys will be available at the property upon arrival unless otherwise advised. The guest will be provided with details of the key location and/or access codes via email after final payment has been made (and a credit card is on file for the guest bond). Guests are requested to take the access information with them to access the property.

A service fee of \$110 applies if a set of duplicate keys are required by a guest. If we are unable to provide a key for any reason, then the guest will need to engage the services of a qualified locksmith to gain access. The locksmith's invoice must be paid directly to the locksmith at that time. Guests must not break into, or attempt to break into, premises when locked out. Keys should be returned as per instructions provided. Should the keys not be returned, the guest will be liable for any charge incurred in gaining entry and/or replacing keys and changing locks if necessary, plus a processing fee (with a minimum charge of \$110).

11. Linen/cleaning – It is requested that the house, including the BBQ, is left in a clean and tidy condition, a basic holiday clean is not included in the rental price and must be conducted by the guest. You must leave the unit in a clean and tidy condition. This includes sweeping floors, cleaning and returning what you have used in the kitchen, toilet and bathroom areas. The tidiness of the area surrounding the unit is also the tenant's responsibility. While occupancy includes a clean of surfaces and linen any additional cleaning necessary by the caretaker and/or a professional cleaner will be charged to the occupant. A deep clean for the next guest will be carried out once the property has been vacated. Linen, tea towels and bath towels are provided for all guests. Beach towels are not provided.
12. Usage - The guest or member booking the unit is responsible for the conduct of all occupants and guests, ensuring that no inconvenience is caused to other tenants, or residents in adjoining properties. No commercial, illegal or public nuisance activity is to take place at the property. No tents, caravans and other structures are to be erected or occupied at the property.

- 13. Responsibility** - The responsible renter must be at least 21 years of age, guests under 21 are of course welcome but must be accompanied by a parent or guardian. Caretakers and staff may randomly spot check in on residents to ensure safe, quiet enjoyment of the premises and that the property is being used in line with these terms and conditions. Schoolies/under 21 bookings are STRICTLY NOT PERMITTED.

Properties are for guests only. No extra guests are permitted on the premises without pre-arrangement from APIWA. The number of occupants must not exceed the number of persons shown on your confirmation. Any increase in numbers must be approved if permitted in advance and may incur additional fees. Excessive noise, parties and functions are not permitted as they can disrupt neighbours and other nearby residents. If an unauthorised function is held at the property the bond processed for the booking will be retained and additional fees to cover the standard function fee, min. \$2,000 may apply.

Noisy Neighbour Policy – APIWA support a noisy neighbour policy and as such our contracted security company or staff will respond to noise complaints from neighbours, residents, and other holiday makers in relation to our managed properties. They may also access any security camera feeds in the common areas and provide surveillance services. If a complaint of excessive noise or anti-social behaviour is received, security will be dispatched to investigate and may result in a minimum \$250.00 call-out charge. A report will be received by APIWA with information as to whether a fee has been charged. This fee will be taken from the guest's security deposit and is non-negotiable. If a second security call-out with a fee payable is received at any time during a guest's stay, all guests at the premises will be evicted from the premises by security without refund of rent or bond.

Many of the holiday accommodation properties are located in suburban locations where, from time to time, there may be building/construction on houses within the nearby vicinity of the property booked. APIWA takes no responsibility for any issues relating to noise on neighbouring properties, roads and in public spaces.

Good neighbour policy – The property is a privately-owned home, and we enforce a good neighbour policy. Please treat the property with the same care you would use with your own residence and leave it in the same condition it was in when you arrived. You and other occupants agree to conduct yourselves throughout the stay in a manner that is respectful of and not disruptive to neighbours, traffic flow, or the community and that will not prompt complaints to APIWA from the police, local council, neighbours, or neighbourhood. You and other occupants agree to abide by all applicable parking restrictions and limitations.

- 14. Inspections** - The interior and exterior of the properties we manage are finished and furnished with costly materials and products. Our team thoroughly inspects each home and inventories its contents between each guest. You become financially responsible for any and all damage and loss to the property and its contents from the date and time you check in, to the date and time you check out. To avoid erroneous blame, you are required to immediately notify our team if anything is amiss when you arrive at the property. If you encounter an issue, please contact us immediately so that we can attempt to fix it. We will not offer any compensation unless we have been afforded the opportunity to solve a problem.

The contents of your unit should be checked on arrival. All breakages and any damage whatsoever must be reported to the caretaker. All items in the units that are damaged or soiled (incl. mattresses, TV's, beds & furniture), will be replaced at the expense of the member. Any electrical and plumbing issues, or complaints, should be referred, in the first instance to the caretaker. In some instances, immediate repairs may be beyond our control, and no responsibility is accepted by APIWA for these circumstances. No compensation will be negotiated due to the failure of any services, equipment or other contents provided at the premises. APIWA reserves the right to access units to attend to maintenance issues as may be required from time to time. Occupants will be notified where possible.

- 15. Payment** - All or part payment for your booking (including booking fee, and credit card fees) is required at time of booking. Bookings will only be confirmed upon receipt of payment in full.
- a. Credit Card Payments - A payment processing fee applies to credit card payments (subject to change in accordance with financial institutions and relevant laws). A non-refundable service fee applies to all credit card payments.
- b. Credit Card Terms - Paying online with a Credit Card is the most secure way to book with APIWA. From the moment your payment information is entered, APIWA protects your credit card details and associated personal information using encryption and information is maintained PCI Compliant.
- c. APIWA will save guest's credit card details and reserves the right to charge the nominated credit card in matters involving the security bond for incidents which result in certain losses or expenses, including, processing payments on the due dates, but not limited to the following, at cost:
- Excess cleaning, removal of excess garbage, boxes, bottles etc.
  - Cleaning fee for unclean BBQs (\$50) not cleaned thoroughly by the guest prior to departure.
  - Telephone/Internet charges (invoice cost) Including charging any pay per view program that has not been paid for by the guest in advance.
  - Replacement of lost keys, remote controls (including charging the guest for the supply of duplicate keys or re-entry/rekeying at cost or our call out fee).
  - Due to our strict no party policy, after hours security call out or patron dispersion and security attendance costs. If APIWA finds evidence of a party or function at the property, \$2000 charge per offence.
  - A tradesperson/ staff member or other attends the property to fix an issue that is deemed to be caused by the guest (invoice cost)
  - Charge at cost to repair or replace if there is malicious, deliberate or negligent damage to the property damages/ breakages to the property (at cost)
  - Charge at cost to steam clean carpets, furnishings, linens etc if pets have been allowed on furniture or in/on beds, or there is evidence of smoking inside the property, including the removal of unauthorised pets at the property and any associated costs.
  - Any other incidental charges that may be incurred as per our terms and conditions which shall be deemed to form part of this agreement.

We will only charge the guests' card in accordance with our terms and conditions and any applicable Australian Laws. All charges will be subject to a service fee equivalent to the merchant fee paid by APIWA. Guests can dispute charges in writing to the CEO and provide evidence to back their claims. While guests are not entitled to a refund of extra charges at the CEO's discretion, some or all may be refunded.

16. Bond - All new member bookings incur a \$500 bond. If there is damage, missing items or issues with the condition of the unit after the booking then this \$500 will **NOT** be refunded and further damages may be sought from the responsible member/ occupants. The CEO may at any time decline a booking or apply any additional conditions deemed necessary, including the imposition of a bond of up to \$5,000 per booking and charge for repairs as per clause 13. (We do not accept bank transfers or cash for bond payments unless by special arrangement). For bonds that are processed, the funds will be released to your account/credit card after your departure from the property as long as there are no issues during the stay. The total bond amount for your booking will be advised by APIWA. If a bond deduction occurs, APIWA will advise the guest of details of any charges and these will appear on the guest's statement. Considerable administration is required, and a bond administration fee may apply; standard admin fee: \$100.00 per booking.
17. Booking fee - A \$100 non-refundable booking fee is applied to all bookings.
18. Holiday Home Fee Increases - APIWA reserves the right at any time to increase any or all fees. Reasonable endeavours will be made to provide written notice at least one (1) month prior to any such increase. If fees are increased and reasonable endeavours have been made to provide prior notice, you hereby authorise APIWA to increase any direct debits to your nominated credit card or bank account. We will not use this right to vary the terms on any special offer, if any, which applies to you. You will not be charged mid-way through an occupancy.
19. Property tariffs may change online at any time, day to day, unit to unit without notice. Members are liable for the booking fee that they agreed to at the time of the initial 30% deposit payment. A member cannot claim a refund, or expect to pay less for their booked unit, where an alternative unit has been advertised at a lower price for the same period. From time to time 'last minute' deals may be offered to increase occupancy to the benefit of the entire membership. Likewise, a member will not be asked to pay more for their unit if an alternative is booked at a higher price and the members deposit payment is locked in and secured the unit.

#### During your stay

20. Pets – All pets are **STRICTLY NOT** permitted at any API holiday home site, including visitor's pets unless it is specifically stated as being "small/toy" dog or small pet friendly. In a non-pet friendly unit, no pets are allowed either into or onto the grounds of the property, nor inside the accommodation under any circumstances. Any pets found in a 'non-pet friendly' accommodation property will result in the termination of the booking and additional cleaning charges will be debited to your card or deducted from your bond to cover cleaning & fumigation. Large dogs are not permitted on APIWA properties.

If your accommodation is designated a pet friendly property, then you further agree to be bound by the additional conditions. **ALL** pet droppings **MUST** be removed from the premises prior to departure. Your pet must not be taken inside unless it is house trained, and you are prepared to pay for any and all damage caused to the premises or resulting loss suffered by the property owner, including but not limited to steam cleaning, fumigation and cleaning. It is the members responsibility to ensure that their dog is suitably restrained within the yard of the premises. A barking or aggressive dog will not be tolerated under any circumstances and may result in the termination of your booking, immediate vacation of the premises and no refund will be applicable. Pets are NOT allowed on beds, carpeted areas and on any furniture, you must bring your own dog bed and place it in the laundry for usage. A premium may be added to bookings with pets. All traces, including fur, must be removed from inside the property prior to departure.

21. Smoking - is **STRICTLY NOT** permitted inside the units or common areas; however, a space has been allocated in the rear of the property, 5 meters from the unit common area. Any damages caused by smoking on or inside the premises will be deducted from the guest bond.
22. Parking – 1 dedicated car bay is provided at each location for each unit. Please park with courtesy to other occupants. On-street parking is not provided or guaranteed for guests or visitors. APIWA cannot be held responsible or liable for any fines or penalties incurred by guests or visitors from parking on the street (where local parking restrictions apply). Parking campervans, caravans and trailers (with or without boats) on a residential street at a holiday home is not permitted under any circumstances. Guests will be required to remove any campervans, caravans or trailers. If a guest fails to comply, the item may be towed away at the guest's expense. The violation of terms and conditions may also result in guest eviction and loss of rent and bond.
23. Movement of Items within/between properties – APIWA has a strict policy on moving items or furniture (indoor or outdoor) within a property, or in the case of bookings across multiple properties, from property to property. Movements may cause unnecessary damage to items and the property itself and can cause excess cleaning time due to complex housekeeping inventory checks. Any damages/excess cleaning caused by movement of items or furniture will be deducted from the bond.
24. Children – No responsibility will be taken for children staying at or visiting the property. Please supervise carefully, always taking into consideration fencing, dams, stairs, verandahs, driveways, balconies and cleaning chemicals.
25. Third party services – Should you engage the services of a third party during your stay such as a caterer, beautician, massage therapist etc, it is your responsibility to ensure that they adhere to these terms and conditions and hold appropriate Public Liability insurance.
26. Internet - Some properties provide wireless internet for guests for email, perusing social media, and web browsing. It is not provided for continual excessive video streaming or downloading, e.g. movies/shows. Usage is not unlimited and is monitored by APIWA. Excess usage may be charged and deducted from the bond. If guests require excess usage, please contact APIWA to arrange the purchase of a data pack.

The operation of any internet connection during your stay is not guaranteed and may be disrupted or unavailable. This also applies to TV/Austar/Foxtel type services as reception can be unreliable in times of high wind or storm. Depending on the location of the property there may be a weak signal strength. The guest will not hold APIWA liable for any disruption to these services.

27. Recreational Activities – Under no circumstances are the following activities permitted at any of our properties: motorbikes, dirt bikes, quad bikes, use of firearms or air rifles, fireworks.

28. Security – To prevent theft of or damage to furnishings or your personal property, you agree to close and lock doors and windows when you are not present at the property and at check out. Should you not be able to secure the property you should contact us immediately. If the property has a key safe, please use it during your stay.
29. Rubbish – ALL food and rubbish must be placed in the bins provided and food scraps wrapped as required by Health Department by laws. Rubbish collection and excess rubbish - APIWA request guests put all rubbish in the appropriate bins provided outside no later than the night before collection. The bin lids must be able to close for the collection. Some properties have a service where the outdoor bins are put out for guests. Where the service is not available or offered by the property, the guests must put the bins out for collection themselves. If the bins are not put out or if there is excess rubbish upon check out, a private contractor will be organised to empty the bins and charges will be deducted from the bond.

#### Cancellation Policy

30. Cancellations/Refunds/fees - A fixed administrative cancellation fee of \$100 and fixed transfer fee of \$50.00 applies to all bookings. Bookings will be refunded based on the successful re-sale of the booking. The following applies unless at the discretion of the CEO special circumstances for the member prevail.

More than 8 weeks prior - Booking cancelled more than 8 weeks prior to the guest arrival date is 100% refundable less the fixed \$100 booking fee and \$100 cancellation or \$50 transfer fee.

Less than 8 weeks prior - Bookings cancelled less than 8 weeks prior to the guest arrival date will be not be refunded unless the booking is filled by another guest paying the same rate, at the same days for the same unit.

The amount refunded to the cancelled booking will be 70% of the original booking (where 30% has been used in administrative services to re-market the property) plus the fixed \$100 booking fee and \$100 cancellation fee, less offer or discounts provided to rent to someone else. Penalties will be deducted from funds held and the balance refunded if the property is rebooked. Any refund applicable because the property has been rebooked will most likely be made after the dates of the original booked dates. If the property is rebooked for only part of the original booking dates, then a pro rata refund will be made at APIWA's discretion.

Non-payment - Cancellation of an arrangement due to non-payment of the balance by the due date will result in the loss of all monies. All guests are advised that their card will be charged if they cancel and guests must accept that condition. In the event that a booking needs to be modified – for example, because of an extreme weather incident – the guest is liable for any extra costs.

Both APIWA and the guest are released from the contract if, there is a crisis (bushfire, natural disaster, the accommodation has been destroyed) and if authorities have advised that the area is not safe to enter. Cancellations due to poor or less-than-ideal weather does not constitute a crisis.

Transferring - Guests transferring dates must pay the difference in rates if they rebook dates at a higher premium. Repeated requests for transfer will incur a \$50 fee every time.

31. Unforeseen circumstances - If due to repairs, maintenance and unforeseeable circumstances the unit can no longer be provided at your booking time APIWA will take all reasonable actions to offer alternative accommodation should this occur.
32. Bad Book register – APIWA maintains a Bad Book register. By accepting this booking, you hereby agree that if you or any occupant covered by this booking, including any guests, breach our terms and conditions, your name, phone number and email address along with details of the breach/breaches may be disclosed to other short-term accommodation suppliers/providers. APIWA reserves the right to refuse or cancel a booking and /or a specific guest, if the guest or booking may be registered on Bad Books with an alternative short-term accommodation supplier/provider.
33. Lost property – Guests are solely responsible for their belongings whilst staying at the property and are required to take the usual steps to prevent any property loss, including locking premises and vehicles when not attended. If personal property is left behind, it is the guest's responsibility to arrange its return by providing APIWA with a suitable prepaid satchel or by collecting the item from one of our holiday home locations. If items not claimed within 30 days, they will be disposed of.

#### Website Links

34. Links - The APIWA site and sites that feature APIWA properties and membership information may contain links and pointers to other internet sites, resources, and sponsors of the site. Links to and from the site or bookings made via other third-party sites, or sites maintained by third parties, do not constitute an endorsement by APIWA of any third parties, the third-party sites or the contents thereof. We may also provide tools to allow interaction between the site and a third-party site, such as a social media site. We are not responsible in any way for such third-party sites, claims, offers, terms and conditions of use or resources.

#### Limitations of Liability

35. Property - We have taken great care to describe your holiday accommodation to you as accurately as possible. We cannot however, accept responsibility for incorrect descriptions, errors or omissions.
36. Substitution of property - At times, situations arise over which we have no control such as ownership changes, properties on the market, extensive repairs or maintenance, or if properties are removed from the holiday rental market. We reserve the right to offer guests alternate accommodation of a similar standard, as available, at our discretion. In the unlikely event, we will notify you as soon as possible and make every reasonable effort to ensure you are satisfied. We cannot guarantee accommodation and, should an alternative not be found, you will be refunded. You hereby agree that, in this case, you will accept the refund as an acceptable outcome.

37. Indemnify – Guests actions, conduct and safety are the responsibility of the guests. APIWA do not condone: unsafe, irresponsible or illegal actions/behaviour etc. on or off the premises, during a stay or at any other time. A condition of entering and/or staying at this property means that all guests understand and agree to indemnify APIWA against any responsibility or action(s) (legal or other), due to any action(s), incident(s), loss or injury(s) while within or outside of the premises (including, but not limited to, the grounds, facilities, structures, etc.) during a stay or at any other time.

APIWA do not accept liability for any personal loss or injury to the guest/s during the rental period, including that caused by events beyond our control. Events may include, but are not limited to; adverse weather, fire, flood, traffic or flight delays, war, terrorist activity, civil disobedience, or other force majeure and no refund or credit will be offered under these circumstances.

38. Wildlife - Our properties are maintained and cleaned regularly, however, wildlife is common in country and coastal areas. APIWA do not accept liability for the unfortunate or seasonal visits of any wildlife including, but not limited to; rodents, insects, cockroaches, kangaroos, wombats, snakes and spiders.
39. Equipment - APIWA do not accept liability or loss caused by failure of equipment and/or services out of our control, including, but not limited to, water, electricity, gas and internet. In the event of a failure, the guest should notify our team in the first instance. Any problems that arise during the rental period that do not constitute an emergency as determined by APIWA, will be remedied at any time during or after the rental period, at the sole discretion of APIWA. APIWA and/or its representatives reserve the right to enter the property at any time, without notice, to protect and/or undertake maintenance of the property. We will provide notice to the guests wherever possible.
40. Limited Liability – To the maximum extent permitted by law, in no case shall APIWA, nor its affiliates, officers, employees, or directors be liable for any indirect, incidental, consequential, special or exemplary damages or for any damages for death, personal or bodily injury, emotional distress or damage to property, arising out of or in connection with your stay. This limitation applies to all claims for damages including negligence even if APIWA has been advised of the possibility of such.
41. Refusal - APIWA reserve the right to revoke or refuse to honour any holiday accommodation booking, at any time before or during the holiday rental period, which may in their opinion (and at their sole discretion) be unsuitable for the property.

**Please read carefully. When you make a reservation with us, these conditions are deemed to have been accepted by all guests that stay at the property. The Caretaker is authorised to ensure that tenants comply with these Terms and Conditions.**

## MEMBERSHIP TERMS AND CONDITIONS

Only members of API can book accommodation at an API reward club holiday home, as such by joining as a member of APIWA you are also accepting the terms and conditions of the APIWA Holiday Home Short Term Accommodation Terms and Conditions. Even if you book at 'non-member rates', \$100 of your booking fee will be attributed to a membership fee with APIWA. *Please see holiday home terms and conditions for more information.*

1. Contract - A contract is formed once the contract has been accepted by you and APIWA accepts it. The laws to the state of WA and the Commonwealth will govern this contract. APIWA has seven (7) days after the formation of the contract to rectify any error or miscalculation in the contract. APIWA reserves the right to accept or decline your contract.
2. Cooling Off Period - After applying for membership, you have a seven (7) day period ("cooling off period") during which you may cancel your membership. Notice must be given in writing. A refund equal to the membership fee and any additional amounts paid minus the welcome pack fee and the cost of any services already supplied will be applicable. Normal APIWA membership termination terms apply when terminating your contract after the cooling off period.
3. Membership Entitlement - As soon as a contract is formed, you are bound by the membership terms and conditions and holiday home terms and condition. As a member you are entitled to use the facilities, rewards, holiday home offerings and office resources only during the scheduled APIWA opening times. Memberships are non-transferable and fees non-refundable except where otherwise provided. You must not lend your membership number or allow any other person to use it – this is a breach of contract and may lead to immediate termination of membership.
4. Photographic Identification – When you join APIWA you may be asked to provide photographic evidence of your identification. If you are unable to provide such identification your membership application may be cancelled. Should you supply fraudulent information or conduct fraudulent activity your details will be shared with the relevant authorities, including the police.
5. Reward programs/ 3<sup>rd</sup> party vendors – Tickets, gift cards, and all other 3<sup>rd</sup> party vendors with whom we foster separate agreements, all have separate terms and conditions that apply to the use of the platforms and must be adhered to and are available on their respective websites.
6. Gift cards/ tickets – Gift cards and tickets are not refundable or redeemable for cash. Gift cards are valid for up to 4 years from the date of issue. Tickets have a limited validity shown at time of issue. A surcharge may apply if gift cards or tickets are purchased online using a debit or credit card. If a gift card or ticket is defaced, mutilated, altered, lost or stolen it will not be replaced, refunded or redeemed and APIWA does not accept any responsibility for lost or stolen gift cards or tickets.
7. Disclaimer of liability - In the event of a purchased product failure, APIWA will inspect and replace the item at no cost to the purchaser if it is faulty and has not been used and can be returned to the supplier. APIWA will not be responsible for in the event of any loss, liability, damage (whether direct, indirect or consequential), personal injury or expense of any nature whatsoever which may be suffered by the customer. Manufacturer warranties only apply to products sold unless expressly advertised otherwise.

8. Website Payment/delivery Terms - Full payment is required when an order is placed by a customer. Until payment has cleared, which could take up to a week, no orders will be dispatched. In the case where payment does not clear, APIWA has a right to cancel the order completely. Both shipping and delivery costs will be outlined at the point of checkout, where a 3<sup>rd</sup> party supplier is providing the stock, the quality of delivery cannot be guaranteed. To cancel an order goods must remain unused and returned in original packaging to the APIWA office at the expense of the purchaser.
9. Referral services – APIWA has arrangements with suppliers that involve a referral arrangement. You hereby agree to your basic details name and address may be supplied in order to offer you special member only offers that you can choose to accept or opt out of. There is no condition to use the products or services, they are for member benefit only.
10. Welcome Pack Fee - A one-off welcome pack fee \$40 is applicable to all direct debit and fixed term memberships, payable upon joining. This fee is charged to cover initial costs associated with a new APIWA membership including membership cards, character checks, expenses and administrative costs. Please note this fee is non-refundable, including during the cooling off period. The contents and offers contained in the welcome pack may change from time to time.
11. Direct Debit Membership Fees - All direct debit fees are due to be paid monthly in advance. If your payment is not successful on the due date, you agree that we may continue to, without notice to you, debit your nominated financial institution account until payments are up to date. An initial upfront fee will be charged that is the pro-rata amount of the time remaining in the current debit cycle (if applicable). NOTE: All direct debit transaction fees (bank account and credit card) charged by financial and direct debit institutions will be surcharged in addition to membership fees.
12. Debiting your account - By signing a Direct Debit Request, (DDR) you have authorised APIWA to arrange for funds to be debited from your nominated account according to the agreement we have with you. The debit will be processed to your account as close as possible to the beginning of each month. We will keep your DDR and account details private unless this information is required by us to investigate a claim made on it, relating to an alleged incorrect or wrongful debit. In the event of a debit returned unpaid, we may attempt to redraw on your account. We will advise you 14 days in advance of any changes to the DDR.

Changes - We may vary any details in the DDR at any time by giving you at least 14 days written notice. You may cancel your authority to us to debit your account at any time by giving us 10 business days' notice in writing before the next debit payment to be made.

Your responsibility – It is your responsibility to ensure that: i) there are sufficient cleared funds available in your nominated account to allow a debit payment to be made, and ii) the authorisation to debit the nominated account is in the same name as the account signing instruction held by the financial institution, and iii) suitable arrangements are made if the direct debit is cancelled by yourself, your financial institution or for any other reason.

Enquiries - If you believe there has been an error in debiting your account, you should contact us immediately on 08 9325 7425 & confirm details in writing as soon as possible to enable us to resolve the issue.

13. Fixed Term Membership Fees - All fixed term membership fees must be paid in full up front at the commencement of your membership. Fixed term membership is 12 months. Cash, cheque, debit or credit card payments are accepted. Please note fixed term membership are non-refundable and non-transferrable.
14. Outstanding Fees - If any membership amount payable is not paid on the due date, access to APIWA may be suspended until payments are up to date. APIWA has the right to refuse entry to members with more than one membership payment outstanding on their account until payments are up to date. Fees charged by direct debit service providers and/or financial institutions for late/dishonoured transactions will be on-charged to the member.
15. Termination – Direct Debit Membership – 30 days written notice is required to terminate your APIWA membership. The termination notice period will involve payment for your final 30 days membership. Your membership will then be cancelled on day 31 when it becomes non-financial. The membership can still be used up to and until it becomes non-financial.

All direct debit memberships have an initial cost equal to a fixed term membership fee. In the first year of a direct debit membership an early termination fee applies. The fee will be calculated as the pro-rata membership fee remaining on the first 12 months of joining. That is, the fixed term membership fee less the amount paid towards the balance to the next end of month date.

NOTE: A membership cannot be cancelled if there are payments outstanding on the account. The membership must be fully financial for a cancellation request to proceed.

16. Termination – Fixed term Membership - Fixed term membership will be terminated at the close of business on the last day specified on the membership, including any suspension periods, if applicable. APIWA will endeavour to provide written notice of an impending end to a fixed term membership. A two (2) week 'grace period' will apply to fixed term memberships for members who wish to renew their membership without incurring an additional welcome pack fee, subject to a valid and working membership number. No refunds are given.
17. Membership Fee Increases - APIWA reserves the right at any time to increase any or all fees. Reasonable endeavours will be made to provide written notice at least one (1) month prior to any such increase. If membership fees are increased and reasonable endeavours have been made to provide prior notice, you hereby authorise APIWA to increase any direct debits to your nominated credit card or bank account.
18. Membership Suspensions - A membership cannot be placed on suspension if there are payments outstanding on the membership account. The membership must be fully financial for a suspension request to proceed.
19. Change of Personal Details - You agree to inform APIWA of any changes to your personal details including address, contact numbers, email, bank account or credit card details for payment and any other information relevant to your membership.



20. Misconduct - We reserve the right to refuse entry to any person and have the right to suspend your APIWA membership without warning or notice for any harassment, inappropriate or threatening behaviour including causing wilful damage to our brand, assets or equipment in our facility. Furthermore, other than the CEO, no member is authorised to speak on behalf of the organisation, speak to the media or act in anyway that may be considered misconduct.
21. Breach of Terms and Condition - Any breach or failure to comply with membership terms and conditions or unreasonable behaviour may result in the immediate suspension or termination of your APIWA membership dependent on the discretion of the CEO.
22. Feedback and Complaints - We are committed to assisting you with any concerns you may have. Feedback forms are available, and complaints should be directed, in the first instance, to the APIWA member service officers who will endeavour to contact you within 7 days to discuss and resolve your complaint. Should you feel that your complaint has not been resolved effectively, you may wish to take up the matter with the CEO.
23. Limitation of Liability, Release and Indemnity - While every effort will be made through the initial induction process and ongoing support and supervision, you agree that it is your responsibility to ensure that you use the equipment and/or facilities correctly. If unsure, please seek the services of APIWA staff/caretakers. In consideration of the grant of membership to you hereby otherwise; 1) agree, to the extent permitted by law, to not hold us liable for any actions, suits, proceedings, claims, demands, losses, damages, penalties, fines, costs and expenses however arising that you may have had but for this clause arising from or in connection with your involvement with APIWA or using our facilities, services or products; 2) agree that you will indemnify us to the extent permitted by law in respect of all actions, suits, proceedings, claims, demands, losses, damages, penalties, fines, costs or expenses however arising as a result of or in connection with your involvement at APIWA or from using our facilities, services or products.
24. Property Damage - You are responsible for any wilful and negligent damages you cause to APIWA property/facilities/equipment.
25. Assignment – APIWA do not assign any rights or benefits under these terms and conditions unless you have obtained our prior written consent. We may assign or transfer any rights or benefits under these terms and conditions at any time without notice to you. However, we will remain liable to meet our obligations to you under these terms and conditions.
26. Intellectual Property/Trademarks – All brands or trademarks remain the ownership of APIWA and must not be misused in any way. Nothing contained within the website should be construed as granting any license or the right to use any trademark without the prior written consent of APIWA. These terms and conditions do not give you any intellectual property rights at APIWA, or in our properties, facilities, services or products.
27. Privacy Statement and Acknowledgement - During the process of entering into the contract with you and during the term of the contract we will obtain access to your personal information. We, and the direct debit service provider, will only use, disclose or deal with such information in accordance with the APIWA privacy policy.
28. Variation - APIWA may alter these terms and conditions at any time upon thirty (30) days written notice. All use of APIWA properties, facilities, services and products after the date specified in such notice will be subject to such altered terms and conditions. If you continue to use APIWA properties, facilities, services and products after the date such alterations become effective or otherwise demonstrate by your conduct that you agree to the altered terms and conditions, you will be deemed to have agreed to the altered terms and conditions.
29. Severability - If any part of this contract is or becomes illegal, void or unenforceable, this does not invalidate the rest of this contract. The holiday home terms and conditions apply to members even if they have never booked accommodation in their name with APIWA.
30. Links - The APIWA site and sites that feature APIWA properties and membership information may contain links and pointers to other internet sites, resources, and sponsors of the site. Links to and from the site or bookings made via other third-party sites, maintained by third parties, do not constitute an endorsement by APIWA of any third parties, the third-party sites or the contents thereof. We may also provide tools to allow interaction between the site and a third-party site, such as a social media site. We are not responsible in any way for such third-party sites, claims, offers, terms and conditions of use or resources.
31. Compliance - You must ensure you read, understand and abide by the terms and conditions of the contract as well as any other rules provided by APIWA as required.

**Please read carefully. When you join us, these conditions are deemed to have been accepted by all members who use our services. The APIWA staff are authorised to ensure that members comply with these Terms and Conditions.**

## PRIVACY POLICY

APIWA is committed to providing quality services to you and this policy outlines our ongoing obligations to you in respect of how we manage your personal Information. We have adopted the Australian Privacy Principles (APPs) contained in the Privacy Act 1988 (Cth) (the Privacy Act). The NPPs govern the way in which we collect, use, disclose, store, secure and dispose of your personal Information.

**Personal Information** - Personal information is information or an opinion that identifies an individual, personal information we collect includes: names, addresses, email addresses and phone numbers. This personal information is obtained in many ways including but not limited to interviews, correspondence, by telephone, by email, via our website [www.apiwa.com.au](http://www.apiwa.com.au), from third party websites, from media and publications, from other publicly available sources, from cookies, your membership application, holiday home bookings and from third parties. We don't guarantee website links or policies of third parties. We collect your personal information for the primary purpose of providing our services to you, providing information to our clients and marketing. We may also use your personal information for secondary purposes closely related to the primary purpose, in circumstances where you would reasonably expect such use or disclosure. You may unsubscribe from our mailing/marketing lists at any time by contacting us in writing. When we collect personal information we will, where appropriate and where possible, explain to you why we are collecting the information and how we plan to use it.

**Sensitive information** – Sensitive information is defined in the Privacy Act to include information or opinion about such things as an individual's racial or ethnic origin, political opinions, membership of a political association, religious or philosophical beliefs, membership of a trade union or other professional body, criminal record or health information. Sensitive information will be used by us only: 1) For the primary purpose for which it was obtained, 2) For a secondary purpose that is directly related to the primary purpose, 3) With your consent; or where required or authorised by law.

**Third Parties** - Where reasonable and practicable to do so, we will collect your personal information only from you. However, in some circumstances we may be provided with information by third parties. In such a case we will take reasonable steps to ensure that you are made aware of the information provided to us by the third party. Your personal information may be disclosed in a number of circumstances including the following: 1) Third parties where you consent to the use or disclosure; and or 2) Where required or authorised by law.

**Security of Personal Information** - Your Personal information is stored in a manner that reasonably protects it from misuse and loss and from unauthorized access, modification or disclosure. When your personal information is no longer needed for the purpose for which it was obtained, we will take reasonable steps to destroy or permanently de-identify your personal Information. However, most of the personal information is or will be stored in client files which will be kept by us for a minimum of 7 years.

**Access to your Personal Information** - You may access the personal information we hold about you and to update and/or correct it, subject to certain exceptions. If you wish to access your personal information, please contact us in writing. APIWA will not charge any fee for your access request but may charge an administrative fee for providing a copy of your personal information. In order to protect your personal information, we may require identification from you before releasing the requested information.

**Maintaining the Quality of your Personal Information** - It is an important to us that your personal information is up to date. We will take reasonable steps to make sure that your personal information is accurate, complete and up-to-date. If you find that the information we have is not up to date or is inaccurate, please advise us as soon as practicable so we can update our records and ensure we can continue to provide quality services to you.

**Policy Updates** - This Policy may change from time to time and is available on our website.