



Click4snow Accommodation Terms & Conditions

We welcome you ("you" or "your") as a valued supplier.

Click4snow ABN 1371 6116 240 provides accommodation promotion and booking services on the website www.click4snow.com. By placing your Accommodation offers on our extranet you agree that we may display such offers on the Site for sale to customers on the following terms and conditions in conjunction with our Operational Procedures as notified to you from time to time.

Definitions

'Accommodation' includes but not limited to rooms in hotels, motels, serviced apartments, bed and breakfasts, hostel or other accommodation venues.

'Accommodation Details' means all content supplied by you relating to your displayed Accommodation (including but not limited to supplier details, rates, cancellation and other policies, images and ratings listed by you) that you propose to offer for sale to the public through any of the Sites.

'Booking' means a booking of accommodation for a relevant period made by a customer on the site at the rate and for the room type displayed on the site by you.

'Booking Price' is the total displayed price for a Booking including all stated add-ons, taxes and charges (other than taxes and charges applicable under local laws or regulations which are not required to be included in the amounts payable by customers at the time they make their Booking), excluding our booking fee and credit card surcharge.

'Extranet' means the site provided for you to load your Accommodation Details at <http://www.click4snow.com/login> (or any successor site).

'Guest' means a person whose name appears on a Booking.

'Net Price' means the Booking Price less our margin of 7%.

General

The laws in force in the State of NSW, Australia, apply to this Agreement and the parties submit to the non-exclusive jurisdiction of NSW courts in relation to any disputes. You may only assign this agreement with our written content. To be effective, any waiver of either your or our rights or obligations must be made in writing and signed by the waiving party.

We will provide reasonable support to enable you to maintain and update your offers on the Site. We may make changes to the Sites and remove your offers, your Accommodation Details and your access to our Site at any time at our complete discretion.

We may make changes to these terms and conditions or our Operational Procedures from time to time. Any changes will be effective upon posting a modified version on the extranet. You are responsible for reviewing the notice and any applicable changes. Your continued use of the service following posting of any changes will constitute your acceptance.

Bookings

We will accept bookings on your behalf from customers at the booking price. You will provide Accommodation to guests in accordance with the accommodation details for bookings we notify to you.

Upon the guest's check-in, you must obtain the guest's voucher, signature and sight photo identification to confirm their identity matches the name specified for the Booking to prevent fraud. You must retain a copy of the Guest's signature and photo identification on file for a period of six months from the date of check-in. You agree to provide these records to us if requested. This procedure helps to protect both your interests and ours. In the event of a chargeback, if you are unable to provide the above details to us we will adjust or reverse payment to you accordingly.

Cancelations

If a Guest cancels or fails to check-in, you may claim payment in accordance with these terms and conditions for the following amount: The amount properly due and owing in accordance with your cancellation policy as published on the Sites less our margin of 7%.

Payments

If the accommodation has a zero cancellation policy greater or equal to 1 month prior to check in, payment will be made on the date of guest check in. If the accommodation has a cancellation policy less than 1 month payment will be made within 2 weeks of guest arrival.

Payments properly due and owing will be remitted by us to the bank account you have registered with us (or by other method as agreed) in the currency that the rate is provided by you through the Extranet. We reserve the right to offset payments owed to us by you. You are responsible for calculating, reporting and paying any applicable taxes on Bookings made through the Site to the applicable tax authorities.

Accommodation Details, Price and Accuracy

You have full day-by-day control over the number and type of rooms on offer, the services and facilities to be included with each offer, and the Booking Price and conditions of each offer.

You are responsible for the accuracy, completeness and reliability of the Accommodation Details. You warrant to us that you are the owner or are legally authorised to act on behalf of the owner of the Accommodation and that the Accommodation Details and the Accommodation complies with all applicable laws and regulations.

The Booking Price offer on the Site will be at least as favourable to users of the Site as offered on other online channels (including your own website) for the same Accommodation and period. Your Accommodation Details must not contain any URLs or other calls to action directing users of the Site to any alternative booking method. We will be entitled to immediately terminate this Agreement if this requirement is breached.

Security

Once you agree to accept these terms and conditions and approved, you will be provided with a password to access the Extranet. You agree not to publish, or make available, your password to any third party. You are responsible for any use of or action taken under your password. If your password is compromised you must change your password.

Guests Information

You will not directly or indirectly use or disclose any Guest information acquired from us other than as necessary for you to perform your obligations under this Agreement or as required under any applicable law. You will not target communications on the basis of the intended recipient being a user of the site.

Termination

Either you or we may terminate this agreement for any reason upon at least 30 days written notice. If either you or we materially breach the agreement or become insolvent, termination may be effected immediately upon written notice to the other party. On termination your password will be deactivated and your Accommodation Details will be removed from the Sites.

You agree that you have no claim for compensation or otherwise from us if the agreement is terminated, save for any claim for unpaid remittances and you will honour all bookings made up to and including the date of termination for accommodation to be provided after the date of termination.

Indemnity, Release & Limitation

We rely on your observance of this Agreement. You indemnify us and our associated entities against liability or loss arising from, and cost incurred in connection with, damage, loss, injury or death to any third party arising in connection with:

- Any breach by you of this Agreement.
- The Accommodation Details.
- Bookings not fulfilled by you under the terms of this Agreement.
- The calculation, reporting or payment of any taxes that you are responsible for in relation to Bookings made through the Sites.
- Any person's stay at the Accommodation.

You release us from, and agree that we are not liable for damage, loss or injury to you arising from, and cost incurred in connection with: a) the use of the site or extranet (unless it is caused by an act, neglect or default of ours in which case our liability is excluded to the maximum extent permitted by law); or b) the Site or Extranet being interrupted, unavailable or not working properly.

Neither party will be liable to the other on any legal basis (including negligence) for any interruption to business, loss profits, loss of data or any consequential or indirect losses. Without limiting the indemnification under section 8.1, or rights to recover of amounts payable under the express terms of this Agreement, to the extent permitted by law neither party's aggregate liability arising out of or in connection with this Agreement for any legal basis (including negligence) will exceed the total amount of margin earned by us under this Agreement in the twelve months prior to the event giving rise to the liability.

Information and Intellectual Property Rights

We own all right, title and interests to the sites and extranet including but not limited to search technology, software, databases and the domain names and brands. You own all right, title and interests to the Accommodation Details. You license us to display the accommodation details on our site and any advertising or marketing communications promoting Click4snow.