



## TERMS & CONDITIONS

### PARTIES

#### Client

#### Manager

Name	Maisonettes STR Pty Ltd
Trading as	MaisonNets
ABN	72 646 545 351
Address	4/8 Short St. Nerang Qld 4211
Telephone	1300 696 247 (My Maison)
E-mail	admin@ maisonnets.com
Web	www.maisonnets. com

THE PARTIES AGREE as follows:

## 1. Appointment

- 1.1. The Client hereby appoints the Manager for the term of this agreement to act as the Client's exclusive Manager in accepting and managing all booking by guests for accommodation at the Premises regardless of the booking platform used and owners are able to block whenever required provided there is no prior booking in place.  
(N.B. All owner stays will incur a clean fee as required)
- 1.2. The Manager hereby accepts the Client's appointment to act as the Client's exclusive Manager.
- 1.3. This agreement will become effective on an agreed date and may be terminated by either party giving not less than 28 days' written notice but without prejudice to any accrued rights or incurred obligations including, but not limited to, short stay bookings confirmed prior to notice of termination.

## 2. Client's Authority

The Client warrants that they have authority to enter into this agreement.

## 3. The Manager's Obligations

- 3.1. During the term of this agreement, the Manager will undertake the management of the Premises by making the Premises available for the purposes of accommodation by making use of a conglomerate of worldwide online booking platforms<sup>1</sup>.
- 3.2. As part of its management of the Premises, the Manager will provide the following services to the Client:
  - 3.2.1. create a multi-platform online booking listing of the premises,
  - 3.2.2. conduct thorough market research of the area where the Premises are located in order to propose to the Client an appropriate accommodation fee,
  - 3.2.3. respond to all enquiries and booking requests in relation to the premises,
  - 3.2.4. use all reasonable diligence in seeking to obtain guests for the premises.
  - 3.2.5. be responsible for the collection of the accommodation fee from guests,
  - 3.2.6. be contactable by guests 24 hours per day, 7 days per week
  - 3.2.7. be responsible for all negotiations, special rates, discounts and terms with prospective guests, as outlined during initial consultation and with any changes from Client this must be in writing
  - 3.2.8. I have the right to execute other platform reservations on behalf of, and without further recourse to the Client and implemented as per initial consultation. If any platform is to be introduced after initial consultation this must have approval from both parties
  - 3.2.9. to arrange and organise the cleaning of the Premises and the washing of linen between reservations,
  - 3.2.10. manage guest reviews of the premises,
  - 3.2.11. provide guest feedback where appropriate,
  - 3.2.12. send the statements of account to the Client on a bi-monthly basis by

- email,
- 3.2.13. after each accommodation period, arrange for a new stay,
- 3.2.14. organise professional photography of the Premises (if required), and
- 3.2.15. restock guest amenities listed in service proposal

#### 4. Client Obligations – Payment Of Service Fees

##### 4.1. Basic Service Fees

In consideration for the Manager' services provided under this agreement, the Client agrees to pay to the Manager the following basic service fees (see Annexure 1) which comprise the following:

##### 4.1.1. management fee being either:

##### 4.1.1.1. Silver option - Premises listed on all relevant MaisonNets partnered booking

platforms: As percentage offered in service proposal of total accommodation fee plus Meet and Greet, amenities and linen wash to be paid for separately.

##### 4.1.1.2. Gold option – Premises listed on all relevant MaisonNets partnered booking

platforms, Meet & Greets, linen included: As percentage offered in service proposal.

##### 4.1.1.3. Platinum option – Everything included in Gold option + inclusion of trade management, bill management, guest extras: As percentage offered in service proposal

##### 4.1.2. setup marketing fee (one-off)

##### 4.1.3. amenities set-up (one off)

##### 4.1.4. meet and greet fee (per stay, for option 1 only) unless a key-box is being organised by the Client, and

##### 4.1.5. linen service fee (per stay, for option 1 only)

##### 4.1.6. amenities refill (per stay, for option 1 only)

##### 4.2. Additional Service Fees:

Where, requested by the Client, the Client agrees to pay to the Manager the following optional additional services fees for (see Annexure 1):

##### 4.2.1. photography<sup>2</sup>

##### 4.2.2. initial cleaning

##### 4.2.3. Owner stay cleans when required

<sup>2</sup> If photographs of the Premises are provided by the Client, A minimum of 12 and a maximum of 24 photographs are to be provided, photographs must be free from clutter, people, pets, text, URLs, watermarks and logos, The maximum photographs size is 20MB, photographs are to be 1920 x 1080 pixels or larger, and only JPEG files are acceptable.

<sup>3</sup> Provision of certified organic shampoo, body wash and hand soap.

<sup>4</sup> Toilet paper, dish washing liquid, dishwasher tablets, garbage bag<sup>2</sup>s, surface spray, salt, pepper, olive oil, tea, coffee and sugar

#### 4.3. Other Fees:

Other fees which may be payable by the Client to the Manager are:

- 4.3.1. Cancellation fee (cancellation by Client/Owner): 25% of the total Accommodation Fee if not able to accommodate in other property where Client/Owner cancels a confirmed reservation unless vetting criteria does not suffice for booking (see clause 11.2.1), and
- 4.3.2. Guest relocation fee (see clause 11.2.2).

#### 5. Client Acknowledgement Re Service Fees

The Client acknowledges that:

- 5.1. The Manager will safely keep all booking income in a separate bank account until payment is effected to the Client, and
- 5.2. The Manager's service fees can be paid by way of deduction from the account maintained on behalf of the Client as described in clause 5.1

#### 6. Authorisation By Client

In respect of each accommodation booking, the Manager is authorised and directed by the Client to:

- 6.1. obtain references from guests,
- 6.2. screen guests,
- 6.3. recommend guests,
- 6.4. enter and sign accommodation agreements in respect of all or any part of the premises,
- 6.5. collect payments from guests,
- 6.6. issue receipts for monies received from guests,
- 6.7. exercise the Client's right to enforce or terminate accommodation by service of notices as necessary,
- 6.8. forward to the Client copies of any documents signed by the Manager on behalf of the Client, and
- 6.9. undertake periodic inspections at the discretion of the Manager.

#### 7. Material Fact

The Client warrants that:

- 7.1. the Premises have not been subject to significant flooding in the past 5 years,
- 7.2. the Premises are not subject to significant health or safety risks that are not apparent,
- 7.3. the Premises have not been the subject of a violent crime in the last 5 years,
- 7.4. there is no driveway or walkway on the Premises which other persons are legally entitled to use,
- 7.5. the Client has supplied the Manager in writing with all relevant details and information pertaining to all the material facts in respect of the premises such as instructions for appliances, remotes, A/C, etc.
- 7.6. the Client is authorised to permit the use the Premises for the purposes of accommodation,

- 7.7. as the Manager can accept reservations several months in advance, the Client will honour confirmed bookings accepted by the Manager as per the Client's booking window availability preference (3-months, 6-months, 9-months, 12-months or all future dates), prior to the use of the Premises for the purposes of accommodation, the Client will remove from the Premises (or ensure the safe security of) any valuable, fragile or sentimental items from or within the Premises including, but not limited to, cash, jewellery, antiques, valuable artworks and items of sentimental value,
- 7.8. subject to the terms of this agreement, and unless it has been agreed that the Client will reside at the Premises during the period of the stay, where the Manager has effected a confirmed booking of the Premises for any period, the Client will not be permitted to reside in the Premises for that period,
- 7.9. the Client will notify the Manager in writing before the Premises are being considered for sale,
- 7.10. where the Client wishes to ensure their own personal use of the Premises for a period, they will notify the Manager of same at least 4 weeks in advance of the first day of that period by sending an email to [book@maisonnets.com](mailto:book@maisonnets.com),
- 7.11. the Client is unaware of any matter which would render the Premises unsuitable or otherwise inappropriate for use as accommodation as detailed in this agreement, and
- 7.12. the Client has conducted their own due diligence to be able to make the Premises available for accommodation as detailed in this agreement whether the Client owns the Premises themselves, or has authority from the landlord to permit the type of accommodation within the Premises as detailed in this agreement.

## 8. Premises Fit To Be Occupied

The Client warrants that there is no impediment to the occupation of the Premises for accommodation as described in this agreement and will notify the Manager immediately if any impediment to such occupation arises during the term of this agreement.

## 9. Smoke Alarms

Without limiting the generality of clause 8, the Client warrants that the Premises comply with all relevant smoke alarm regulations in force from time to time.

## 10. Marketing

The Client acknowledges that the Premises may be used for cross-marketing purposes through offline mediums such as:

- 10.1. the Manager website,
- 10.2. print media, and
- 10.3. any other associated social media platform including, but not limited to, the  
Manager social media pages

## 11. Cancellation Of Reservation By Client

- 11.1. In the event of a cancellation of reservation initiated by the Client/Owner In

accordance with the terms outlined in this agreement and subject to the Manager will first endeavour to locate and secure a similar value property to accommodate guests.

11.2. If the Manager is unable to locate and secure a similar value property, the Client/Owner acknowledges that they will be required to pay to the Manager:

11.2.1. a cancellation fee (see clause 4.3.1)

11.2.2. a guest relocation fee of \$300 for each booking will be charged.

## 12. Cancellation Of Reservation By Guest

12.1. We enforce strict cancellation policies to protect both the Client and Guests. In the event of a cancellation of reservation initiated by the Guest more than 7 -days prior to checking in, a payout of up to 25% of the total amount can be expected as part of your payout. In the event of a cancellation of reservation initiated by the Guest less than 7 -days prior to checking in, a payout of up to 50% of the total amount can be expected as part of your payout.

12.2. In the event of a cancellation of reservation initiated by the Guest and once the calendar has been re-opened by the online booking platform, the Manager will re-open the booking calendars immediately on the other booking platforms and will endeavour to locate a new booking as soon as possible. In such a case, no booking fee originating from a cancelled booking period will be transferred to the Client unless the Guest has cancelled outside the Guest's cancellation fee period

12.3. Travel issues and extenuating circumstances: If guests experience a travel issue that prevents them from being able to complete a trip, a Guest Refund may be applied in certain circumstances. Situations that may be eligible for a refund under eligible travel issues generally fall into one of three categories:

- The host/manager fails to provide reasonable access to the booked listing.
- The listing booked is misrepresented (ex: number of bedrooms, location, lacks promised amenities and not checked by host/manager on listing)
- The listing isn't generally clean (what if this is due to manager) , is unsafe, or there's an animal in the listing that wasn't disclosed prior to booking.

12.4. The amount of any refund will depend on the nature of the travel issue suffered. At times, certain circumstances outside of a host or guest's control can impact their ability to meet the terms of a reservation. In rare instances, if we determine that a Guest's reason for cancellation falls within a booking channel extenuating circumstances policy, we may override our strict cancellation policy and make refund decisions based on a case by case scenario. MaisonNets will always seek proof of these extenuating circumstances. If a booking channel determines that a Host's reason for cancellation falls within its Extenuating Circumstances policy (e.g., untimely death, sickness or injury) the booking platforms where property is listed may waive the Manager cancellation penalties outlined in its Terms of Service and its Payments Terms of Service.

12.5. Valid extenuating circumstances include:

- Unexpected death or serious illness of a host, guest or immediate family member (spouse/partner, child, parent, legal guardian, grandparent, or sibling)
- Serious injury that directly restricts a guest's ability to travel or a host's ability to host
- Significant natural disasters or severe weather incidents impacting the location of

destination or location of departure

- Urgent travel restrictions or severe security advisories issued after the time of booking, by an appropriate national or international authority (such as a government office or department)
- Endemic disease declared by a credible national or international authority (such as the US Centre for Disease Control or the World Health Organization)
- Severe property damage or unforeseen maintenance issues that directly impact the ability to host safely
- Government-mandated obligations issued after the time of booking (ex: jury duty, court appearances, military or government assignments)

12.6. Cancellation payouts: After the Guest cancels; any payout owed to the Manager will be released to the Client. If the Manager has hosted the Client's property before, the payout will be released upon cancellation. If the Manager has never hosted the Client's property before and this is one of Client's first reservations, the booking channel may hold the payout for release until 30 days after the reservation was confirmed.

### 13. Accommodation Fee

13.1. Client elects for MaisonNets to set accommodation fee. Under clause 13, the Manager will set the accommodation fee on behalf of the Client after discussion with Client prior to listing. In such a case, the Manager will calculate a fair, reasonable and competitive nightly accommodation in accordance with current market conditions adjusting for reasons such as length of stay. The Manager will constantly assess any changes in the market which will be discussed with Client before changing rates.

Fee for the Premises taking into consideration the highest occupancy rate possible based on seasonality, holidays, local event and availability of the same type of accommodation in the local area where the Premises are located.

### 14. Cleaning

14.1. The Client will pay to the Manager the initial cleaning fee as set out in Annexure 1

14.2. Upon departure, and as part of their booking fee, guests will pay a fee for the cleaning of the Premises to be arranged by the Manager. This cleaning service will include cleaning of the entire Premises by professional cleaners and any other reasonably necessary tasks to prepare the Premises for new guests.

14.3. The client will disclose any special cleaning requirement to the Manager prior to undertaking the management of the Premises and if excessive amount required such as a bond clean this would be above the average turnover clean for a standard guest booking

### 15. Guest Amenities And Essentials

15.1. The Manager can source all essential items for each stay including but not limited to certified organic hand soap, body wash, shampoo, conditioner, toilet paper, dish washing liquid, dishwasher tablets, garbage bags, surface spray and any other items deemed necessary for the premises.

15.2. The Client approves these expenses and they will be deducted from the final

payment made to the Client.

- 15.3. Expenditure for essentials will not exceed \$150 per restocking unless prior approval has been sought from the Client for purchases above this amount.
- 15.4. If the Client wishes to use items other than those provided by the Manager, the Client will separately organise their purchase and make special arrangements for their management with the Manager if necessary.

## 16. Keys

- 16.1. The Client will provide to the Manager at least 3 sets of keys to the premises.
- 16.2. For larger properties with more than three bedrooms, the Manager reserves the right to request additional set of keys from the Client and the Client agrees to provide same to the Manager upon request.

## 17. Payment Of Rates And Outgoings

- 17.1. The Client will pay all rates and outgoings pertaining to the Premises when due and payable.
- 17.2. The rates and outgoings include, but are not limited to:
  - 17.2.1. local council rates and charges, and
  - 17.2.2. payments for utilities (e.g. gas, water and electricity expenses).

## 18. Emergency Repairs And Maintenance

- 18.1. The Client provides to the Manager the authorisation to undertake emergency repairs and maintenance to the Premises up to the value of \$500.
- 18.2. This authorisation will only be exercised by the Manager in extreme circumstances, such as in the event of a blocked toilet, a major ceiling or floor leak or other serious plumbing issues unless determined as a body corporate issue which will need to be raised to Client
- 18.3. The Client acknowledges that they are responsible for the payment of any amount payable due to the carrying out of emergency repairs and maintenance that is necessary up to the amount specified in clause 18.1.
- 18.4. When the Manager is made aware of the need for emergency repairs and maintenance MaisonNets will make reasonable efforts to contact the Client and the strata manager with strata manager's contact provided by Client as soon as possible to discuss the most appropriate remedial action.
- 18.5. If the Manager is unable to contact the Client, the Client acknowledges that the Manager will then attempt to organise emergency repairs up to the amount specified in clause 18.1.

## 19. Statement Of Account

- 19.1. The Manager shall render a monthly statement of account to the Client.
- 19.2. The statement of account shall account for monies received and expenses incurred on behalf of the Client and for fees and charges retained in respect of services performed for the Client after the guest has checked in to the premises, and the



balance less disbursements shall be remitted to the Client.

- 19.3. If at any time amounts payable exceed the balance of the account, the Client agrees to pay the excess amount to the Manager upon demand unless the Manager decides to postpone a request for payment of that excess amount until the forwarding of the subsequent statement of account to the Client.
- 19.4. The statement of account will be calculated as the total accommodation fee received in the preceding month, less
  - 19.4.1. agreed commission,
  - 19.4.2. cleaning cost differential (if applicable),
  - 19.4.3. cost of any other purchases made for restocking the premises, and
  - 19.4.4. individual booking fee' (when applicable) charged on top of the booking and paid by the guest.
- 19.5. The statement of account will be forwarded to the Client by way of direct deposit into the bank account described in annexure 1 as nominated by the Client.

## 20. Inventories (Furnished Premises)

Where the Premises are furnished an inventory shall be prepared by the Client.

## 21. Inspection

- 21.1. Unless the Client advises the Manager to the contrary, any prospective guests are entitled to inspect the premises.
- 21.2. This is especially recommended to secure long-term stays.
- 21.3. Visits by guests will be organised by the Manager after discussion with the Client.

## 22. Instant Booking Option

- 22.1. MaisonNets offers an instant booking option or a request to book option and must be determined by Client prior to listing which of these is preferrable.
- 22.2. The Client acknowledges that:
  - 22.2.1. the Premises will be capable of being booked automatically by guests,
  - 22.2.2. the Manager will be unable to decline a booking if the calendar shows the Premises as available,
  - 22.2.3. guests often make bookings many months in advance, and
  - 22.2.4. the Manager is wholly responsible for ensuring that their calendar and accommodation fees remain up-to-date.
- 22.3. The Client further acknowledges that, in the event of a cancellation of an instant booking by them, the Client is required to attend to the following:
  - 22.3.1. the Client will contact the Manager immediately to inform the Manager of the reason for the instant booking cancellation, and
  - 22.3.2. the Client will propose a suitable solution to the Manager for the booked guest (noting that the guest is entitled to access accommodation on the same booking channel, or a hotel room in the same price category as the Premises they have booked, or a full refund of their booking).

- 22.4. The Client also acknowledges that, if the accommodation on the same booking channel, or the hotel room in the same price category, is charged at a higher rate than the Premises the guest may seek to recover the differences directly from the Client.
- 22.5. The Manager will not be held responsible for payment of the difference in charges.
- 22.6. Furthermore, the Manager will be paid a \$55/hour handling charge for such cancellation including the management fee originally set to secure that booking.

### 23. Authority To Deduct

In the event of any monies being paid to the Manager on behalf of the Client, the Manager is hereby authorised to deduct from such monies all the above -mentioned fees, expenses and charges before accounting to the Client.

### 24. Guarantee

- 24.1. The guarantee as outlined in the proposal is calculated as an average for a period of 12 consecutive calendar months from the first day of being advertised to Guests where the Premises fully conforms with the set up required by the Host/Manager to guarantee the bookings. This includes working amenities as advertised in the listing: Internet, cable, TV, cooking appliances, etc. In the event where these amenities being promoted to secure the bookings are not set-up properly and/or are not in working order then the month if affected at all will need to be deducted from the calculation if guest raises the issue and is found to be the case.
- 24.2. Premises must meet all short term letting compliance terms and conditions and be allowable with strata as well as be in agreeance to have all fire/safety compliance if required by local council.

### 25. Goods And Services Tax (GST)

Any amounts referred to in this agreement which are payable by the Client to the Manager in respect of services provided by the Manager under this agreement, including reimbursement of expenses, are expressed exclusive of the Goods and Services Tax (G.S.T.) referred to in this agreement unless stated +GST.

### 26. Indemnity And Liability

- 26.1. The Client will hold and keep the Manager indemnified against all actions, suits, proceedings, claims, demands, costs and expenses whatsoever which may be taken or made by third parties against the Manager during or arising out of the proper performance

or exercise of any of the powers, duties or authorities of the Manager under this agreement. It is recommended in the service proposal that the Client take out their own short term rental insurance prior to listing

- 26.2. This indemnity shall include all losses or liability incurred or claimed by any person or entity from all claims for damages, expenses, loss of property by theft or otherwise, injury or damages to property, injury or death to any person, from any cause whatsoever.
- 26.3. This indemnity shall survive the expiration or termination of this agreement by any party thereto.

## 27. Privacy

- 27.1. The Manager uses personal information collected from or about the Client solely to act as the Client's agent and to perform their obligations on behalf of the Client under this agreement, unless otherwise specifically authorized by the Client.
- 27.2. Real estate and tax law require some of this information to be collected and, if this information is not provided, the Manager may not be able to act on the Client's behalf effectively or at all.
- 27.3. The Manager may also use such information collected to promote its services and/or seek potential Clients upon written consent from Client/Owner
- 27.4. The Manager may disclose information to other parties to promote their property for bookings including advisers, media organisations, property data service providers, on the internet, to potential tenants, or to the Managers' guests, both existing and potential, as well as tradespeople, owners' corporations, valuers, government and statutory bodies, and to third parties as required by law.
- 27.5. The Manager will only disclose information to other parties as required to perform their duties to the Client under this agreement, to achieve the purposes specified above or as otherwise allowed under the Privacy Act 1988 (Cth).
- 27.6. If the Client wishes to access this information, the Client can do so by contacting the Manager at the address and contact numbers contained in this agreement.
- 27.7. The Client can also correct this information if it is inaccurate, incomplete or out-of-date.
- 27.8. The Client acknowledges that all guest information, including guest addresses and phone numbers, will remain at all times the property of the Manager.
- 27.9. The Manager is not obligated to disclose personal guest contact details to Client

## 28. Nature Of Relationship

- 28.1. Nothing in this agreement shall constitute the Client and the Manager as partners or in any manner render either liable for the obligations of the other unless expressly set forth herein.
- 28.2. The parties acknowledge that the relationship established between is one in which the Manager is acting as the Manager for the arrangement of accommodation in the Premises and for the performance of certain functions ancillary to this.

## 29. Termination Of Agreement

- 29.1. The Client agrees that the termination of this agreement shall be subject to all confirmed reservations and that the Client must honour all confirmed reservations prior to ending this agreement.
- 29.2. This agreement can be terminated anytime proceeding completion of the final confirmed booking in writing from either party.

