

TERMS AND CONDITIONS

These Terms and Conditions apply to and govern the relationship between Off The Beaten Track ("**OTBT**", "**us**" or "**we**") and any User ("**you**" or "**your**") in respect of your use of the Website and our services.

1. SERVICES PROVIDED BY OTBT

- 1.1 The Website provides an online platform to allow Holidaymakers and Landowners to connect through the Website and set up bookings for Properties.
- 1.2 The Website displays information about Properties and other places or facilities and enables enquires to be made about any Property or Properties and other places or facilities displayed on the Website and to request a booking.
- 1.3 OTBT accepts no responsibility for the actions of Landowners or Holidaymakers or for any other User.
- 1.4 OTBT is not an owner or operator or provider of any travel or transport services, properties, campsites, lodgings or other accommodations, and OTBT does not rent, manage or control any of these. The responsibilities of OTBT are limited to operating the Website and providing the Services in accordance with these Terms and Conditions.
- 1.5 OTBT requires Landowners to provide correct information about Properties. However, to the extent permitted by law, OTBT expressly disclaims any liability for any information about any Property not being correct or being misleading or deceptive. OTBT gives no warranty that such information is accurate, and it is your responsibility to verify information regarding a Property with Landowners directly.

2. CONDITIONS OF USE

- 2.1 You are not permitted to use the Website unless you are 18 years of age or older. By accessing or using the Website and agreeing to these Terms and Conditions, you are representing and warranting to OTBT that you are at least 18 years of age.
- 2.2 OTBT grants you, in accordance with these Terms and Conditions, a limited, non-exclusive, non-transferrable licence to access the Website and view content on the Website which you are permitted to view but solely for your personal and non-commercial purposes.
- 2.3 OTBT grants you use of and access to the Website on the condition that you accept all of these Terms and Conditions. By accessing or using the Website you indicate your agreement to these Terms and Conditions. If you agree to these Terms and Conditions on behalf of a company or other legal entity, you represent and warrant to OTBT that you have the necessary authority to bind that company or other legal entity. If you do not agree to these Terms and Conditions, you are not permitted to use the Website. Additionally, certain areas of the Website

may have different terms and conditions, requirements or policies detailed in them or may require you to agree and accept additional terms and conditions.

- 2.4 You acknowledge and agree that OTBT is not a party to any agreements entered into between Landowners and Holidaymakers and that OTBT does not make any representation that is an agent or insurer for you. Your relationship with OTBT is that of an independent third party contractor and nothing in these Terms and Conditions shall create a relationship of an employee, partner, agent, representative, trustee or joint venturer of OTBT for any reason.

- 2.5 OTBT may vary these Terms and Conditions and the Website from time to time in its sole discretion and in doing so may require you to accept the revised Terms and Conditions before allowing you further use of the Website. By continuing the use the Website, after any such change, you agree to accept any change and to be bound. If you do not accept any such change, you are not permitted to use the Website or our Services.

3. USER REGISTRATION

- 3.1 The Website can be used to list and book Properties. You may view Property Listings as an unregistered User of the Website, however to book a Property or to create a Property Listing, you must register. You may register for an Account on using the Website or by other means which OTBT may make available from time to time for such purpose.
- 3.2 The personal information that you provide to OTBT (or which OTBT otherwise obtains) during the registration process, shall be used to create your Account. You must give us current, accurate, and complete information about yourself during the registration process and you must ensure that any such information is always kept up to date. If any such personal information provided by you during the registration process or after the registration process is not accurate, current, complete or if it is fraudulent or otherwise in breach of these Terms and Conditions, OTBT may suspend or terminate your Account and your use and/or access to the Website.
- 3.3 You may only have one (1) Account and you may only register an Account for yourself. If your access to the Website has been limited or your Account has been suspended terminated, then you must not register or attempt to register a new Account and you must not access or attempt to access the Website. You are not entitled to any restoration of your Account if this Agreement is terminated.
- 3.4 You may be provided a password for your Account. You are responsible for keeping, and must take all necessary steps to keep, the password safe and secure at all times and you must not divulge the password to anyone. You are solely responsible for any actions or activities that are undertaken using your

Account regardless of whether or not you have authorised those actions or activities. If you become aware of any unauthorised use of your Account you must immediately notify OTBT.

3.5 OTBT reserves the right to suspend or terminate your Account and your use and/or access to the Website at any time.

4. USER BEHAVIOUR

4.1 In using the Website, you agree that you must not:

- (a) modify, adapt, translate or reverse engineer any portion of the Website or copy, store, access or use any information on the Website except as expressly allowed under these Terms and Conditions;
- (b) remove any copyright, trade mark or other proprietary rights notices contained in or on the Website;
- (c) interfere with the operation of the Website or damage the Website, including but not limited to transmitting any disabling or damaging code to the Website;
- (d) use any mechanism to retrieve or index any portion of the Website or breach any authentication or security measures of the Website;
- (e) scan or test (or attempt to scan or test) the Website;
- (f) avoid any security or technological system in place in respect of the Website;
- (g) create Accounts by automated, not personal or illegitimate means;
- (h) use the Website to violate the security of any computer or other network or engage in illegal conduct;
- (i) create a Property Listing as a Landowner for a property that you do not own, control or have authority to create a Property Listing for. By creating a Property Listing, you warrant to OTBT that you own, control or have authority to otherwise create a Property Listing;
- (j) create a Property Listing as a Landowner where you are acting in the capacity as a rental or listing agent for a third party or make a booking request for a Property Listing for or on behalf of any third party;
- (k) contact another User for a purpose other than asking a genuine question in relation to a Property Listing;
- (l) use a false e-mail address, impersonate any person or entity, or otherwise mislead anyone;
- (m) use the Website to display any OTBT content that is not otherwise publicly displayed;
- (n) take any action that imposes or that would, in OTBT's opinion, result in an unreasonable or

disproportionately large load on OTBT's infrastructure;

- (o) post or upload any content containing advertising, spam or other content that is not intended by OTBT to be provided on a business as usual basis;
- (p) use the Website for any unlawful purpose or for any commercial or other purposes which are not expressly permitted under these Terms and Conditions;
- (q) infringe upon OTBT's rights or the rights of any third parties or breach any law or court order;
- (r) create a Property Listing which contains any information that is false or misleading or which you do not intend to honour;
- (s) post, upload, publish, submit or transmit any content that is illegal (or promotes illegal activity), fraudulent, obscene, pornographic, offensive, threatening, defamatory, invasive of privacy, infringes intellectual property rights (including but not limited to third party copyright) or is otherwise injurious to third parties;
- (t) breach any policies of OTBT;
- (u) imply to others any endorsement by OTBT or other relationship with OTBT or which misleads others as to your affiliation with OTBT;
- (v) criticise, damage or otherwise cause harm to the OTBT brand in any way;
- (w) release any person's personal information without their express permission;
- (x) act in a manner which is harassing, abusive, threatening or harassing;
- (y) use the Website to find a Holidaymaker or a Landowner but then act in any way which circumvents the Website (for example, making a booking outside the operation of the Website) and the obligation to pay either the Holidaymaker Fees or the Landowner Fees or for any other reason;
- (z) make or accept any payment for a Property Listing outside of the Website. If you do you, then you acknowledge that it is in breach of these Terms and Conditions and that you accept all risk and responsibilities for any such payment. You indemnify and hold harmless OTBT from any liability for payment made or received outside of the Website, and agree to pay OTBT the amount that it would otherwise have received had the Website been used for the transaction;

4.2 OTBT has no obligation to review or monitor the Website, any content on the Website or your use of it. Notwithstanding that fact, OTBT may from time to time do so at its sole discretion, including but not limited to

	for monitoring compliance with these Terms and Conditions or to comply with law. OTBT may also, at its sole discretion, remove or disable access to any content on the Website that it believes is in breach of these Terms and Conditions or which is otherwise objectionable or harmful.		
4.3	If you are a Holidaymaker or Landowner and you believe that someone has acted inappropriately (for example, offensive, violent or other inappropriate behaviour or theft), or in respect of a Property Listing, the actions should be immediately reported to the Police and / or other relevant authorities and then to OTBT. OTBT shall not liable to you in respect of any such inappropriate actions and OTBT shall not be liable to take any action except as may be required by law.		
4.4	OTBT reserves its rights in relation to any breach of these Terms and Conditions and without limiting any action which OTBT may take, OTBT may suspend, cancel, deactivate or terminate your Account or Property Listing, or pending or accepted bookings or limit your access to the Website if you have breached these Terms and Conditions (whether the breach is material or not), you receive poor ratings from Holidaymakers or Landowners, you provide inaccurate, misleading, fraudulent or incomplete details during the registration of your Account, as a Landowner, you provide inaccurate, misleading, fraudulent or incomplete details in any Property Listing, you breach any law or rights of third parties or OTBT believes that it is reasonably necessary to ensure the safety of any person or property, to prevent a breach of law, or for security or investigation purposes.		
4.5	You acknowledge and agree that it is your sole responsibility to ensure that you comply with any laws that may be applicable to your use of the Website or our Services.		
5.	LISTINGS		
5.1	You may use your Account to create Property Listings on the Website. To complete the listing of your Property, you will be required to provide various details regarding the Property. These may include (but not be limited to) location, permissible uses, size, capacity, features, availability, price and any other details OTBT may request. You must provide all details which OTBT advises are mandatory to complete the Property Listing.		
5.2	Subject to these Terms and Conditions, your Property Listing shall be displayed on the Website. You acknowledge and agree that the display of the Property Listing is publicly available and may be viewed by any user of the Website. You further acknowledge and agree that the manner in which the Property Listing is displayed and its ranking or		appearance in any search results of Property Listings is at the discretion of OTBT and without limitation to that, may vary depending on user ratings, preferences or searching criteria.
		5.3	Account Holders may book your Property Listing using the Website, on the basis of the details contained in your Property Listing and any requirements or restrictions which you have applied to your Property Listing.
		5.4	You acknowledge and agree that once a Holidaymaker requests to book your Property Listing via the Website, you must not require the Holidaymaker to pay a higher amount than the amount displayed in the booking request, unless there has been a genuine error displayed on the Website.
		5.5	You are solely responsible for all content which you post on the Website, including any contained in a Property Listing. You warrant to OTBT that any such content that you post shall not breach any agreements that you have entered into with any third parties, shall comply with all applicable laws, rules and regulations (including but not limited to laws regarding accommodation rentals or use or zoning laws) and that you have all permits, approvals, registrations and licences required in connection with the content you post and fulfilling any Property Listing, is not illegal, obscene, threatening, defamatory, invasive of privacy or in breach of the Privacy Act 2020, infringing intellectual property rights or otherwise injurious to third parties, does not conflict with the rights of any third parties and that OTBT shall have no responsibility for an Account Holder's compliance with the warranties provided in this clause.
		5.6	A Property Listing may contain requirements to be met by any prospective Holidaymakers to apply for a booking. Any prospective Holidaymaker of a Property Listing must meet any such requirements.
		5.7	As a Landowner, you are responsible for your own actions and omissions and the content of any Property Listing you make, including how you use or do not use any tools made available to you as part of the Website. You are also responsible for the acts and omissions of any people who you allow reside or who you allow to be present on or near the Property location.
		5.8	As a Landowner, OTBT recommends that you obtain appropriate insurance for any Properties you list and that you are fully aware and understand your insurance policy, its coverage and any restrictions or limitations which may apply. You may wish to seek independent professional advice in relation to insurance and we recommend you provide full disclosure to your insurance company that you will be hosting paying guests on your Property.
		5.9	Where we provide Landowners with additional insurance we will post cover limits on our Website. In such circumstances, it is the Landowner's

	responsibility to take their own independent advice and advise their current insurer that they may benefit from this further policy. OTBT makes no representation or warranty in respect to this insurance, its effectiveness or any related matter. Insurance remains at the sole risk of the Landowner.		
5.10	As a Landowner, you acknowledge and agree that different laws may apply in different areas and that this may affect, restrict or prohibit your ability to create a Property Listing, to Landowner Holidaymakers at your Property or to offer particular Activities and Additional Items. You must familiarise yourself with the laws applicable to you and ensure that you comply with them. You acknowledge that enforcement of applicable laws may vary in different areas and there may be fines, penalties and other ramifications if you fail to comply with applicable laws. OTBT shall in no way be responsible for these. Before you create a Property Listing, you must ensure that either:		
	(a) you are permitted by law including any local regulations to host Holidaymakers at your Property and to provide any Activities and Additional Items which you offer, under an applicable exemption or regulation or by the relevant government authority (which may include your local Council);		
	(b) you are approved by law to host Holidaymakers at your Property and to provide any Activities and Additional Items which you offer; or		
	(c) you have sought or are seeking approval at law to host Holidaymakers on your Property and to provide any Activities and Additional Items which you offer (provided however that you must not accept any booking required until you have such approval).		
5.11	You are solely responsible for ensuring that you comply with all applicable laws, rules and regulations (including but not limited to laws regarding health and safety, accommodation rentals or use or zoning laws) and that you have all permits, approvals, registrations and licences required in connection with the content of your Property Listing, the hosting of Holidaymakers at your Property and any Activities and Additional Items that you offer Holidaymakers. You indemnify OTBT with respect to any claim or liability related to such laws, rules and regulations.		
6.	OTHER ACCOUNT HOLDERS AND THIRD PARTIES		
6.1	OTBT does not approve or endorse any Property Listing, Property or any Account Holder, even where the Website may suggest otherwise. Without limitation to the foregoing, you agree that OTBT may require forms of identification from you, evidence of your date of birth and any other information which OTBT may		
	request. OTBT may undertake identity checks, background checks and other similar checks on Account Holders.		
6.2	You agree that if you experience any loss or damage arising from any acts or omissions of other Users or any third parties, that your liability or remedy will be limited to a claim against the relevant User or third parties and not against OTBT. You agree not to bring a claim or seek to place liability on OTBT for any acts or omissions of any Account Holders or third parties. For the avoidance of doubt, this clause shall not apply to a claim by a Landowner in relation to payments received by OTBT from a Holidaymaker on behalf of the Landowner (in which case, clause 8.2 shall apply).		
7.	BOOKINGS AND FEES		
7.1	All amounts payable (including but not limited to Landowner Fees, Holidaymaker Fees and Property Fees) by any party under these Terms and Conditions shall be in New Zealand dollars.		
	Landowner Terms and Conditions		
7.2	If a booking request is made for your Property Listing on the Website, as a Landowner, you must either accept the booking or decline the booking within the Confirmation Period. If you do not do this within the Confirmation Period, then the booking request will lapse and OTBT shall refund any amounts it has collected for the requested booking from the Holidaymaker. OTBT will not be liable where a booking request lapses.		
7.3	When a booking request is made for your Property Listing on the Website, OTBT will provide you with the following details of the Holidaymaker, the name of the Holidaymaker, details of the Account profile of the Holidaymaker and a link to that profile and any other details which OTBT decide to provide you and which the Holidaymaker has agreed may be provided.		
7.4	OTBT will collect the Combined Fees from the Holidaymaker at the time the Landowner accepts the booking request. OTBT shall remit the Property Fees (less the Landowner Fees, Tax and other applicable fees) to the Landowner promptly after the Holidaymaker's scheduled check-in time. Provided however that the Landowner acknowledges that any such remittance is subject to any refund (in full or in part) that may be due to a Holidaymaker either pursuant to a cancellation policy applying to a Property Listing allowing a Holidaymaker to cancel a booking or as a result of any other refund right of a Holidaymaker under these Terms and Conditions or law.		
7.5	Landowners, not OTBT, are solely responsible for honouring any confirmed bookings and making available any Properties booked through the Website.		
	Holidaymaker Terms and Conditions		

7.6	The maximum number of staying guests per room is illustrated in the room occupancy details on the Website.	Conditions is a transaction between the Holidaymaker and the Landowner only. The Holidaymaker and the Landowner enter into an agreement for the provision of the Property and the Holidaymaker must agree to accept the term and conditions and restrictions applicable to the Property which may be determined by the Landowner, and OTBT is not a party to the agreement between the Holidaymaker and Landowner and is not in any way responsible for performing the obligations of either party under any such agreement and OTBT is not responsible for any liability which may arise or is otherwise related to such agreements except to the extent that OTBT collects and remits payment of the Property Fees (pursuant to these terms).
7.7	Where the person making the booking is different to the lead guest taking up the occupation, the person making the booking may be held responsible for cancellation, non-arrival and damages.	
7.8	Only the lead guest and the named booking party are allowed to use the Property and its facilities. Any third party visitors are only allowed access to the Property at the express permission of the Landowner.	
7.9	To secure any booking we require a deposit to be paid in advance. This deposit amount is 10% of the gross booking total with the remainder of the fee due no less than 14 days before booking commences. Failure to pay the balance remaining will result in cancellation of booking. Deposit payments must be 'cleared funds' before a booking can be confirmed. Deposits are only refundable:	
	(a) under extenuating circumstances at our discretion (as defined in section 8.5); and	
	(b) where the cancellation request is received before the time that the cancellation policy for the booked property has defined; or	
	(c) where required under law.	
7.10	OTBT reserves the right to subtract from any refund the booking fee that has been charged.	
7.11	Payments must be made through our third party service provider.	
7.12	Any charges raised against us by our banks for handling dishonoured cheques, bank transfers or any other payments, must be reimbursed by the lead guest within seven (7) days of any request to do so.	
7.13	The Website will advise the Holidaymaker of the Combined Fees payable before the Holidaymaker completes a booking request. Once your booking request is received, OTBT may undertake a pre-authorisation of your selected payment method. In the event that a Landowner does not confirm the Holidaymaker's booking request, OTBT will not charge any monies.	
7.14	A Holidaymaker agrees to pay the Combined Fees for any booking request made in connection with the Holidaymaker's Account. OTBT will collect the Combined Fees pursuant to these Terms and Conditions.	
7.15	OTBT will contact the Holidaymaker and provide a summary of the booking after the booking transaction is complete.	
7.16	You acknowledge and agree that the Landowner is solely responsible for meeting any accepted bookings and providing the booked Property to the Holidaymaker. OTBT is not in any way responsible for this, the booking of a Property and provision of a booked Property to the Holidaymaker by the Landowner as contemplated in these Terms and	
	8. FEES, REFUNDS, CANCELLATION AND BOOKING CHANGES	
	Holidaymaker Fees and Landowner Fees	
8.1	In consideration of the use of the Website by Holidaymakers and Landowners, OTBT charges the Holidaymaker Fees and the Landowner Fees. The Holidaymaker Fees and the Landowner Fees are collected by OTBT in accordance with these Terms and Conditions and OTBT may also collect GST and other Taxes in accordance with these Terms and Conditions.	
8.2	Landowner Fees and Holidaymaker Fees are only refundable to the extent expressly stated in these Terms and Conditions or to the extent required by law.	
8.3	All payments are processed through Stripe, our secure third-party provider. Stripe charges a small transaction fee which is deducted from each booking. Fees vary depending on the country and card type used. For New Zealand-based bookings, it's typically 2.7% + NZD \$0.30 per transaction. Full details are available at stripe.com/pricing . These fees are automatically deducted before any payout to the Landowner. You'll receive the remaining amount directly to your nominated bank account.	
8.4	Stripe, as a third party provider, may change its fees from time to time. OTBT will do our best to notify Landowners of any changes to fees charged by Stripe, but Landowners should also regularly check Stripe's website for changes in fees and the most up to date information.	
8.5	Any Stripe fees are non-refundable.	
8.6	OTBT takes a 10% commission, calculated on the gross booking. We also charge 10% booking fee to Holidaymakers. OTBT is responsible for all payment processing fees, which are paid directly to our secure payment processor.	

8.7	A 10% booking fee applies to all bookings and is collected at the time of payment.			Listing, or such other time which may be mutually agreed.
8.8	OTBT's commission fees and booking fees are subject to change. Where there are changes, OTBT will provide 30 days' prior notice to Landowners.	8.15		The Holidaymaker is not entitled to remain on the Property past the checkout time without the consent of the Landowner and the Landowner shall be entitled to require the Holidaymaker to leave the Property at the checkout time.
Refunds and Cancellations				
8.9	If a Landowner cancels an accepted booking, OTBT, will notify the Holidaymaker of the cancellation, will refund the Combined Fees for that cancelled booking to the Holidaymaker within a reasonable time, may post a notice or review on the Landowner's Property Listing to indicate that a booking was cancelled by the Landowner, and may charge the Landowner a cancellation fee, OTBT will notify the Landowner of the cancellation fee before the Landowner cancels the confirmed booking.	8.16		Changing a Booking You are responsible for any changes to a booking that you request, as a Holidaymaker or a Landowner, OTBT to make. You must pay any additional fees which result from a change to a booking.
8.10	If a Holidaymaker wishes to cancel an accepted booking without incurring any cancellation fees and to receive a full refund of monies paid (except the booking fee), cancellation must be made 14 days before the check-in date.	9.		PROPERTY DAMAGE
8.11	Any cancellation whether inside or outside of the applicable cancellation policy will incur a non-refundable transaction fee corresponding to any Stripe processing fees charged. This fee will be retained by OTBT to cover the merchant processing cost and is not eligible for refund.	9.1		A Holidaymaker must leave the Property in the same condition as when they arrived at the Property and they are responsible for any damage caused to the Property, including any damage done by any persons who Holidaymakers invite or allow on the Property. A Holidaymaker shall be liable to the Landowner for any such damage and must pay to the Landowner the cost of remedying (including costs of repair or replacement) such damage upon request by the Landowner.
8.12	OTBT may, in its sole discretion, cancel an accepted booking for any reason. Without limitation to the foregoing, OTBT may cancel a confirmed booking for extenuating circumstances upon request by either the Holidaymaker or the Landowner and OTBT may provide a refund of the Combined Fees either in whole or in part to the Holidaymaker, and in the case of the Landowner, the cancellation fee otherwise payable by the Landowner may be reduced or waived.	9.2		A Landowner may make a claim for damage in relation to a Property and a Holidaymaker will be given notice of the claimed damage and a reasonable period to respond to the claim. OTBT may claim the cost of claimed damage from the Holidaymaker, provided however that this shall not limit OTBT or the Landowner's ability to claim any sum from the Holidaymaker where the Holidaymaker has, as determined by OTBT (in its sole discretion), damaged the Property.
8.13	OTBT shall determine (at its sole discretion) what constitutes extenuating circumstances. Non-arrival guests, who are unable to attend or fail to attend for whatever reason forfeit their deposit paid and the full amount of the booking will be due. It is suggested that booking guests take out appropriate holiday / cancellation insurance where required.	9.3		Landowners and Holidaymakers agree that in relation to any claim for damage or any other complaint or investigation undertaken by OTBT, that they must both cooperate with and assist OTBT and to provide OTBT with any information requested and to take any reasonable actions that OTBT requests. Landowners and Holidaymaker must act in good faith to OTBT in any attempts to resolve a claim or damage or other complaint.
Extended Stay				
8.14	The Holidaymaker and the Landowner acknowledge and agree that the accepted booking represents a licence granted by the Landowner to the Holidaymaker for the Holidaymaker to access and use the Property Listing for the agreed duration of the accepted booking only and in accordance with the terms and conditions agreed between the Holidaymaker and the Landowner. The Holidaymaker must leave the Property by the checkout time specified in the Property	9.4		OTBT may attempt to settle claims or complaints brought by a Landowner for damage or other complaint against a Holidaymaker by mediation or other dispute resolution processes and Landowners and Holidaymakers agree that they will participate in such, provided that they are reasonable. The processes shall be conducted by OTBT or another third party at the election of OTBT.
		9.5		Holidaymakers acknowledge and agree that OTBT may make a claim under any applicable insurance policy of a Holidaymaker in respect of any damage or loss which is caused by the Holidaymaker or for which they are otherwise responsible in respect of a

Property. A Holidaymaker will provide all assistance and cooperation requested by OTBT (acting reasonably) to make or to progress or finalize any such claim. Such assistance and cooperation shall extend to the signing of any documents and taking any actions OTBT reasonably requests.

10. GST

- 10.1 All fees and charges are inclusive of GST.
- 10.2 The User agrees that OTBT will act as agent for the Landowner in respect of the charging of any fees and collecting of any monies.
- 10.3 OTBT is required to pay GST on behalf of all Landowners. For those Landowners who are GST registered, OTBT manages their full GST obligations. For non-GST registered Landowners, OTBT covers half of the total GST amount, and non-GST registered Landowners are responsible for payment of the remaining GST.

11. PRIVACY AND SPAM OBLIGATIONS

- 11.1 We collect personal information about the User when the User registers on the Website.
- 11.2 You agree that your use of the Website is subject to the Privacy Act 2020 and you agree not to breach any requirement of this Act or any other legislation or laws applicable to your collection, use and disclosure of personal information. In particular, you acknowledge that you are responsible for ensuring that you do not use the Website to collect, use or disclose any personal information, sensitive information or health information regarding any patient other than in accordance with the Privacy Act 2020 and any other legislation or laws applicable to your collection, use and disclosure of personal information.
- 11.3 OTBT may deal with your personal information as required by law or our privacy policy. OTBT may also deal with your personal information as follows:
 - (a) to respond to any claim made against OTBT;
 - (b) to enforce or administer any agreement which OTBT may have with you;
 - (c) to prevent fraud, assess risks, conduct investigations or to improve the Website;
 - (d) to protect the rights, property and safety of you, OTBT and the public; provided that any such dealing does not breach of any law applicable to OTBT.

12. CONTENT AND FEEDBACK

- 12.1 There may be instances in which OTBT (in its sole discretion) permits you to post or upload content to the Website. If you do post or upload any such content, then you grant an irrevocable, worldwide, non-exclusive, sublicensable, royalty-free, perpetual licence to OTBT to use, modify, prepare works based on, distribute, transfer, sell, licence, display, or

otherwise exploit such content for any reason.

However and notwithstanding the foregoing, OTBT does not own such content that you post or upload and does not restrict your right to use and exploit such content that you post or upload.

- 12.2 You acknowledge and agree that if you provide OTBT with any suggestions, feedback, comments or ideas for the Website, that you irrevocably assign to OTBT all right, title and interest in the foregoing including all intellectual property rights which you might otherwise have in same and you agree to waive any moral rights you may have. If OTBT requests, you agree to sign such documents or do such acts as required in order to carry out and give effect to this clause.

- 12.3 You are solely responsible for any content that you post or upload to the Website or suggestions, feedback, comments or ideas you provide to OTBT and you warrant and covenant to OTBT that you are the sole and exclusive owner of any content that you post or upload to the Website or you otherwise have all necessary rights, licences, consents, releases or otherwise to grant to OTBT those rights pursuant to clause 12.1 and clause 12.2 and the content you post or upload shall or OTBT's use of it as contemplated by this clause 12.1 and clause 12.2, shall not breach any applicable law or infringe on the intellectual property rights or privacy of any third party.

- 12.4 If this Agreement is terminated, OTBT is not required to delete, return or restore to you any content that you post or upload to the Website.

13. INTELLECTUAL PROPERTY

- 13.1 All software used in conjunction with the Website is the exclusive property of OTBT or its software providers and is protected by copyright laws. You agree that you will not copy, use or alter any of this copyrighted material and will not do anything which may breach copyright in this material.

- 13.2 All trade marks, logos, business or trade names and any other proprietary designations of OTBT used on or in connection with the Website are the exclusive property of OTBT and may be registered trade marks of OTBT. Any third party trade marks, logos, business or trade names or other proprietary designations are used for reference purposes only and remain the property of their respective owners.

- 13.3 You must not copy, use, modify, prepare works based on, distribute, transfer, sell, licence, display, or otherwise exploit the Website, except as expressly permitted under these Terms and Conditions. OTBT grants you no licence or right in respect of any intellectual property rights owned or licensed by OTBT except to the extent expressly contained in these Terms and Conditions.

14. LINKS

- 14.1 The Website may contain or provide information posted on, contributed to or advertised on the Website by third parties. OTBT does not warrant the accuracy of any third party information and does not endorse or recommend any particular products or services which may be posted, advertised or referred to on the Website. The inclusion of such material is not an endorsement or recommendation by OTBT. The Website may also contain links to other websites. In providing these links, OTBT does not endorse any third party websites or products and accepts no liability for any content on those websites or any loss or damage you may suffer by acquiring any goods or services from the suppliers of those websites.
- 14.2 You agree that you will use your own expertise and judgment when considering any such material and deciding to obtain third party goods or services and you acknowledge that OTBT is not providing any advice or recommendation in respect of any products, services or other information.
- 14.3 The Website may utilise third party software or systems in its operation (for example, embedded Google Maps). Your use of any such third party software or systems is subject to any terms and conditions of use specified by the relevant third party provider.

15. TERMINATION

- 15.1 If you wish to terminate this Agreement, you may do so at any time by using the "Account Cancellation" function on the Website or by otherwise notifying us in writing. In the event that you terminate pursuant to this clause, the following shall apply:
- (a) if you are a Landowner, then any accepted bookings will be cancelled and any applicable Holidaymakers shall receive a full refund of any Property Fees paid; and
 - (b) if you are a Holidaymaker, then any accepted bookings that you have made will be cancelled. Your entitlement to a refund for those bookings will be determined by the applicable cancellation policy set out above.
- 15.2 Without limitation to clause 15.1, OTBT may terminate this Agreement at any time by giving notice to you by email to the email address which you have nominated. If this occurs OTBT may, notify your Holidaymakers or Landowners of cancellation of a pending or accepted booking has been cancelled, refund Holidaymakers (in full or in part) for any accepted booking that is cancelled, regardless of any refund policy of the Landowner, assist Holidaymakers to find alternative Properties and no Holidaymaker or Landowner shall be entitled to compensation for the cancellation of any accepted bookings.

- 15.3 If this Agreement is terminated, then any provisions of these Terms and Conditions which should reasonably survive termination shall remain in effect.

16. LIABILITY

- 16.1 In the absence of the Landowner and the Holidaymaker agreeing to the contrary in writing, the Holidaymaker agrees that its use of the Website and the Landowners Property (including companions), and its safety and well being, is at its sole risk to the maximum extent allowable at law (acknowledging that some Health and Safety and some other obligations can not be negated). All liability of the Landowner to the Holidaymaker (and its companions) is limited to the value of the fee paid, with indirect and consequential liability of the Landowner to the Holidaymaker (and its companions) expressly excluded. The Holidaymaker will comply with all rules, regulations, laws, bylaws and directions/requirements of the Landowner for every booking.
- 16.2 Nothing in these Terms and Conditions affects any Holidaymaker's rights under the Consumer Guarantees Act 1993.
- 16.3 If the Services are used for commercial purposes, then you agree that the Consumer Guarantees Act 1993 will not apply.
- 16.4 Subject to clause 16.2, all statutory and implied warranties on the part of OTBT are excluded. The Website and all information, content, materials, products and services included on or otherwise made available to you through the Website are provided on as "as is" basis. OTBT makes no representations or warranties of any kind, express or implied, as to any Property or the operation of the Website or such information, content, materials, representations, claims, products or services nor does it warrant the suitability of the Website or any product or service for any particular purpose. You expressly agree that your use of Website and any contract or agreement you have with other Users, is at your sole risk. OTBT is not responsible for and disclaims all liability for any acts or omissions of Users or third parties.
- 16.5 Notwithstanding clauses 16.1 and 16.4, OTBT accepts liability for all legal guarantees and warranties which cannot be excluded by law. However, to extent permitted by law:
- (a) OTBT will only, in the case of Services, resupply the Services or pay you the cost of resupply; and
 - (b) OTBT will only, in the case of goods, replace the goods, supply equivalent goods, repair the goods, pay you for the cost of replacing the goods (or of acquiring equivalent goods), or pay you for the cost of having the goods repaired;

	(c)	OTBT's maximum aggregate liability to you (in contract, tort, statute or otherwise, including negligence) arising out of or in connection with the Website and all related matters that directly or indirectly flow from it shall not exceed:			assigns, and shall be enforceable by and against the parties or those successors and assigns.
	(i)	if your claim relates to your interaction as a Holidaymaker, then the amount you have paid or owe for bookings via the Website as a Holidaymaker in the 6 month period immediately prior to the matter giving rise to the liability;	18.3		No variation, modification or waiver of any provision in these Terms and Conditions, nor consent to any departure by any party from any such provision, shall be of any effect unless it is agreed in writing by OTBT. Any such variation, modification, waiver or consent shall be effective only to the extent to or for which it may be made or given. This clause shall not limit the rights of OTBT to vary its terms pursuant to clause 2.5.
	(ii)	if your claim relates to your interaction as a Landowner, then the amount that OTBT has paid to you via the Website in the one six month period immediately prior to the matter giving rise to the liability; or	18.4		Users shall do all things and sign all documents as may reasonably be required by OTBT so as to carry out and give effect to the terms and intentions of these Terms and Conditions.
	(iii)	if no such payments have been made in that one (1) year period referred to above, then the amount shall be \$100.00.	18.5		These Terms and Conditions constitute the entire agreement between the parties relating in any way to its subject matter except as supplemented by OTBT's additional policies.
16.6		To the extent permitted by law, OTBT will not be liable to you for indirect or consequential loss (including without limitation for loss of revenue, loss of profits, or any other commercial or economic loss of any kind) or loss or corruption of data, in contract, tort, under any statute or otherwise (including negligence) arising from or connected to this Agreement or the use or inability to use, the Website however caused, and regardless of the theory of liability (contract, tort or otherwise) even if OTBT or its suppliers have been advised of the possibility of such damages.	18.6		Any provision of these Terms and Conditions which are illegal, void or unenforceable in a jurisdiction will, as to that jurisdiction, be ineffective to the extent of the illegality, voidability or unenforceability, but without invalidating the remaining provisions of these Terms and Conditions or affecting the validity or enforceability of that provision in another jurisdiction.
16.7		OTBT's liability to you for loss or damage of any kind arising out of this Agreement or in connection the Website, is reduced to the extent (if any) that you cause or contribute to the loss or damage. This reduction applies whether OTBT's liability is in contract, tort (including negligence), under any statute or otherwise.	18.7		These Terms and Conditions may be assigned by OTBT without notice to you and you will continue to be bound in respect of any successor or permitted assign of OTBT. You may not assign these Terms and Conditions without the express written consent of OTBT.
			18.8		These Terms and Conditions shall be governed by and construed in accordance with the laws of New Zealand. Any action, suit or proceeding relating in any way to these Terms and Conditions may be instituted, heard and determined in a court of competent jurisdiction in New Zealand.
17.		INDEMNITY	19.		DEFINITIONS
17.1		You agree to release, indemnify and hold OTBT and its affiliates, and their officers, directors, employees and agents harmless from and against any claims, liabilities, damages, losses, and expenses, (including, without limitation, legal fees) arising out of or in connection with connection with the Website and all related matters that directly or indirectly flow from it	19.1		In these Terms and Conditions unless the context indicates otherwise:
18.		GENERAL			"Activities and Additional Items" means any activity or item offered by a Landowner to a Holidaymaker for purchase, licence, lease, use or otherwise. By way of example, Activities and Additional Items may include:
18.1		Any notices or other communications under these Terms and Conditions by OTBT to you may be in writing and given by email (to the email address you have provided) or by OTBT providing notice on the Website.		(a)	both guided and self-guided activities, such as hiking, horse riding, fishing, bicycling, motorcycling, four-wheel driving; and
18.2		These Terms and Conditions are binding on the parties and their respective successors and permitted		(b)	sale of items such as food, drink, firewood, essential items, grocery supplies, outdoor and recreational equipment and supplies.
					"Account" means an OTBT account, which may be

applied for pursuant to the process contained in clause 3.

"Account Holder" means a User who has registered for an Account pursuant to the process contained in clause 3.

"Agreement" means the agreement between you and OTBT in accordance with the Terms and Conditions.

"Combined Fees" means both the Property Fees and the Holidaymaker Fees, plus any Taxes.

"Confirmation Period" means the period of time commencing when a booking request is made by a Holidaymaker, in which a Landowner may accept or decline the Holidaymaker's booking request. The Confirmation Period will be displayed on the Website, Property Listing or otherwise in the Website.

"Consideration" means any amount or consideration payable or to be provided pursuant to any provision of this Agreement (including but not limited to the Landowner Fees and the Holidaymaker Fees).

"Holidaymaker" means an Account Holder who requests to book a Property from a Landowner using the Website or an Account Holder who stays at a Property (other than the Landowner of that Property).

"Holidaymaker Fees" means the fee OTBT charges a Holidaymaker for using the Services. OTBT will advise the Holidaymaker of the Holidaymaker Fees before the Holidaymaker confirms the sending of a booking request to a Landowner and by sending the booking request, the Holidaymaker accepts the Holidaymaker Fees.

"GST" means any form of goods and services tax or similar value added tax and includes that pursuant to the GST Act;

"GST Act" means Goods and Services Tax Act 1985 or (as appropriate to the context) any legislation or regulation which imposes, levies, implements or varies a GST.

"Landowner" means an Account Holder who creates a Property Listing via the Website.

"Landowner Fees" means the fee that OTBT charges a Landowner for using the Services. OTBT will advise the Landowner of the Landowner Fees before the Landowner confirms the acceptance or decline of a booking request from a potential Holidaymaker and by accepting the booking request, the Landowner accepts the Landowner Fees.

"Property" means a parcel of land which includes a range of accommodation, campgrounds, buildings, rooms or

other places or facilities and includes any fixtures, fittings and other property located on them, and includes any Activities and Additional Items where offered by a Landowner to a Holidaymaker through the Website. "Properties" has a corresponding meaning.

"Property Listing" means a Property which is listed on the Website by a Landowner, and includes any Activities and Additional Items where offered in conjunction with a Property by a Landowner to a Holidaymaker through the Website.

"Property Fees" means the amount charged by a Landowner to a Holidaymaker for the Holidaymaker's licence to access and stay at the Property and for any Activities and Additional Items offered by a Landowner and selected by a Holidaymaker through the Website in conjunction with a Property. The Property Fees are determined by the Landowner and not by OTBT. A Property Licence Fee may include specified components (such as a cleaning fee) and any Taxes.

"Services" means the service offered by OTBT to connect Holidaymakers who are wishing to rent Properties with Landowners who are wishing to rent Properties, offered by way of an online platform being the Website.

"Tax" includes any tax, levy, impost, deduction, charge, rate, duty, compulsory loan or withholding which is levied or imposed by a government authority, including without limitation any withholding, income, value added tax, occupancy or accommodation tax, fees, stamp or transaction tax, duty or charge together with any related interest, penalty, charge, fee or like amount except for GST.

"Terms and Conditions" means these terms and conditions as may be amended from time to time.

"User" means a user of the Website and shall include a Landowner, Holidaymaker and Account Holder.

"Website" means the whole of the system which OTBT uses to provide the Services and includes the website at www.otbt.co.nz and any software, applications, programs, interfaces and databases used to provide the Services.