

# I N N T O W N

MODEL 5 CREATIVE APARTMENTS

## TERMS AND CONDITIONS INN TOWN CREATIVE PTY LTD AND INN TOWN LIMITED

### 1. About the Website

1.1. Welcome to <https://www.inntownapartments.com/> (the 'Website').

1.2. The Website is operated by INN TOWN CREATIVE PTY LTD (ABN 22 167 513 993) and INN TOWN LIMITED Company Number 11199963 ('Inn Town').

Inn Town sources accommodation from verified Hosts and partnered Premises exclusively for creatives offering accommodation, selective photographic studios, event and location spaces for priority hire (the 'Services').

1.3. Access to and use of the Inn Town Website, or any of its associated Services, is provided by Inn Town. Please read these terms and conditions (the 'Terms') carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood, and agree to be bound by the Terms. If you do not agree with the Terms, you must cease use of the Website, or any of its Services, immediately.

1.4. Inn Town reserves the right to review and change any of the Terms by updating this page at its sole discretion. When Inn Town updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, Inn Town recommends you keep a copy of the Terms for your records.

### 2. Acceptance of the Terms

2.1. You accept the Terms by remaining on the Website. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by Inn Town in the user interface.

### 3. Definitions

The following definitions apply to the Website and the Services:

3.1. "Agent" means a modelling agent, talent agent, casting agent, management agent or any other person or company using the Services on behalf of Guest.

3.2. "Exceptional circumstances" includes the following:

3.2.1 where a Host of Guest is abusive, offensive, or defamatory;

3.2.2 where a Host or Guest carries out large gatherings or parties on the Premises;

3.2.3 where a Guest causes damage to a Hosts property or Premises;

3.2.3 where a Guest causes damage to a Hosts property or Premises;

3.2.4 where a Host causes damage to a Guests property;

3.2.5 where a Guest or Host feels unsafe due to the other parties behaviour and/or actions;

3.2.6 where a Guest or Host cannot resolve an issue between themselves.

3.2.7 where a Premises is unfit for purpose, including but not limited to the existence of health and safety hazards on the Premises.

3.3. "Guest" means an Inn Town verified Guest.

3.4. "Host" means an Inn Town verified Host.

3.5. "Minor" means a person under the age of 18 years.

3.6. "Premises" means a Premises listed for booking on the Website.

3.7. "Visitor" means a person approved by a Host to attend a Premises with a Guest.

#### **4. Our Services**

4.1. The Services connect Guests with Hosts. Inn Town makes no warranties about the suitability of a Host or Guest or about any Premises, facilities or locations listed on the Website. Utilising the Services is at the risk of the Host, Guest, Agent, Visitor or any other person using the Services.

4.2. Inn Town does not own, manage or operate any of the Premises listed on the Website and is not responsible for and makes no warranties or representations regarding the accuracy or inaccuracy of any listings or the suitability of Premises. The Premises available for booking through the Services are operated by individuals or external third parties and are not interchangeable. Inn Town does not act as an insurer, contracting agent, travel agent, real estate agent or management company and is not an organiser or retailer of travel packages under Directive (EU) 2015/2302.

4.3. To access the Services, you must apply as a Guest or Host through the application process made available on the Website. As part of the registration process and your continued use of the Services you will be required to provide Inn Town with certain information.

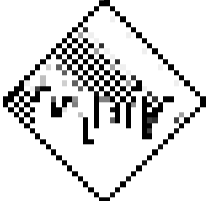
Hosts, Guests and Agents must send Inn Town a copy of their identification or ABN/company number by email to [hello@inntownapartments.com](mailto:hello@inntownapartments.com) as part of the application process. An Agent applying on behalf of a Minor must also specify the age of the Guest and provide Inn Town with an emergency contact for the Minor. You warrant that any information you give to Inn Town in the course of completing the application process is accurate, correct and up to date. Inn Town reserves the right to deny any application where they believe that the Guest, Host, Premises or Agent does not meet their criteria.

#### **5. Hosts**

5.1. Once Inn Town has reviewed your Host application and completed their verification process, you will either be confirmed or denied as a Host.

5.2. Inn Town does not make any guarantee that they will be able to fill a Premises.

5.3. As a Host, you must ensure that Inn Town has an up-to-date schedule of the availability of your Premises. Inn Town does not confirm potential bookings with Hosts except in the case of day before, same day bookings or special requests (e.g., pets, Visitors). Hosts must make Inn Town aware of any changes to the availability of their Premises by emailing Inn Town at [hello@inntownapartments.com](mailto:hello@inntownapartments.com).



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Once a Guest has paid their Deposit and Service fee, their booking is confirmed, and Inn Town will email a booking confirmation to the Host containing the booking details. Hosts must respond to the booking confirmation within 48 hours for Inn Town to release the deposit to the Host.

5.4. Where a Host informs Inn Town that a Premises is unavailable after a Guest has paid their Deposit and Service fee, and that the booking cannot go ahead, Inn Town may deduct a £50/\$50/€50 (currency is to be determined by the residential currency of Country where the Premises is located) cancellation fee from the balance of the Hosts next booking. Where a Host cancels three times within the space of a year, Inn Town has sole discretion to suspend the Host from using the Services. If during a Guests stay, a Host needs to cancel the remainder of the booking, the Guest will be issued a full refund for nights not stayed and Inn Town may deduct a £50/\$50/€50 (currency is to be determined by the residential currency of the Premises) cancellation fee from the balance of the Hosts next booking.

5.5. Where an unforeseen issue impacts the ability of a Host to carry out a booking after a Guest has paid any one or multiple of the following:

- 5.5.1.1. their Deposit
- 5.5.1.2. their Service fee
- 5.5.1.3. the balance of their invoice

the Host must inform Inn Town as soon as possible by email to [hello@inntownapartments.com](mailto:hello@inntownapartments.com). If Inn Town agrees that a booking cannot be carried out, Inn Town will endeavour to return the Deposit and any other payments made by a Guest or Agent (not including the Service Fee) to the Guest or Agent's nominated account as soon as possible. If a booking cannot be carried out due to an unforeseen issue as agreed by Inn Town, Inn Town may in their discretion deduct a £25/\$25/€25 (currency is to be determined by the residential currency of the Premises) cancellation fee from the balance of the Hosts next booking. In the event of a host cancellation, if any fee or payment has been sent to the host, this must be returned to Inn Town within 2 business days.

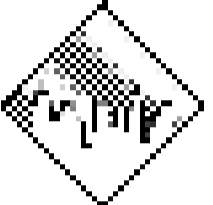
5.6. Hosts must follow the below Inn Town fee structure for their Listings and charge accordingly:

- 5.6.1. 1-6 nights stay - Guests are to be charged the nightly rate;
- 5.6.2. 7-29 nights stay - Guests are to be charged the weekly rate;
- 5.6.3. 30+ nights stay - Guests are to be charged the monthly rate.

5.7. Rates are set by Hosts and discussed with Inn Town before being listed on the Website. The nightly rate must be the highest rate when calculating on a per night basis. Hosts must offer a discount for weekly rates and a further discount for monthly rates. Hosts are to charge fair pricing based on the rental market. Hosts charging rates far exceeding the rental market price will be turned down at Inn Town's sole discretion.

5.8. Guests who extend their stay at a Premises are charged for the additional nights on their original rate category unless booking the extension for a longer stay than the original booking.

5.9. For stays of 7 days or less, Inn Town will transfer the balance of the Guests invoice to the Hosts nominated account within 24 hours of the Guests departure from the Premises.



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5.10. For stays of 8 days or more, Inn Town will transfer the sum of 7 nights stay to the Hosts nominated account at the end of each 7-day period that the Guest stays on the Premises.

5.11. Where a Host makes an entire Premises available for booking, the Host cannot attend a Premises during a Guest's stay, without first organising and agreeing a time to attend the Premises with the Guest.

5.12. Hosts cannot alter booking rates or Premises types once a Guest's booking has been confirmed.

5.13. Hosts must ensure that:

5.13.1. Their Premises is clean and tidy for the stay of each Guest,

5.13.2. They abide by all laws, rules, and regulations applicable to their Premises, the rental of their Premises and the conduct of their rental property business.

5.13.3. They take out all necessary insurance that is customary to carrying out such a business.

5.13.4. Their Premises has working Wi-Fi and internet available for Guest's to use.

5.13.5. They update Inn Town as to any changes to their Premises, including but not limited to new pets, new flatmates, design and structural changes, plumbing and pest control issues, as they arise by emailing Inn Town at [hello@inntownapartments.com](mailto:hello@inntownapartments.com).

Where changes in a Premises have occurred, Inn Town may in their sole discretion request that they organise a house viewing to confirm that the Premises still meets Inn Town's criteria. Where a Premises does not meet Inn Town's criteria, Inn Town reserves the right to restrict, suspend or stop the Host from using the Services immediately.

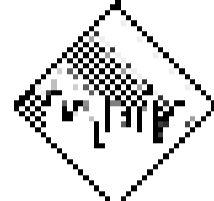
5.13.6. They contact the Guest directly to organise Guest arrival time and keys. If the Guest does not make contact until the day of arrival, hosts can go about their day as planned and let the Guest in at a time that suits them however they must facilitate arrival for that date.

5.13.7. They work to find solutions to any issues brought up by Guests as soon as reasonably possible following notification of the issue. Hosts are solely responsible for resolving issues brought up by Guests regarding their Premises.

5.13.8. They abide by all rules set out in clause 14 of these Terms.

5.13.9. As Hosts may come into contact with Minors in the course of using the Services, Inn Town recommends that Hosts obtain a 'Working with Children Check' or an equivalent available to them.

5.13.10 Hosts must not take direct bookings from Inn Town clients resulting in the Premise being unavailable for Inn Town bookings. Hosts that do so are subject to at Inn Town's discretion, restricted, suspended or stopping access of the Host from using the Services.



## 6. Agents

6.1. If you are using the Services acting in the capacity of an Agent, you confirm you have authority to enter into and bind the Guest to these Terms and any other agreements made between Guests and Hosts in conjunction with these Services.

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6.2. You warrant that the Guest has read and understood these Terms and that they understand that by authorising you to act as their Agent they are also bound by these Terms.

6.3. You warrant that you have read and understood these Terms and understand that by acting as an Agent you are also bound by these Terms.

6.4. You warrant that in the event a Guest you are acting for fails to make any additional payments as demanded by Inn Town or a Host, including but not limited to payments for damage to a Premises or damaged or stolen property, you are liable to make the additional payments on behalf of the Guest.

6.5. Inn Town is not liable for any actions taken by an Agent outside of their authority.

6.6. You confirm you have authority from the Guest to accept a booking on their behalf.

6.7. Where you represent a Minor, you confirm you have authority from their parent or legal guardian to use the Services on their behalf.

6.8. Inn Town may in their discretion make an Agent aware of any issues that arise in conjunction with a Guest or Host using the Services. Inn Town may choose to only liaise directly with Guests and Hosts in the event of an issue arising between a Guest and Host.

6.9. Agents must not liaise directly with Hosts for anything other than check in and check out. Agents must not contact a Hosts to book a Premises directly or to organise a change of Guest.

### **7. Minors**

7.1. An adult or an Agent booking a Premises for a Minor is responsible for the Minor, regardless of whether or not the adult or Agent stays with the Minor.

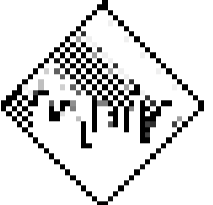
7.2. Inn Town and Hosts do not accept any responsibility for injury caused by a Minor staying at a Premises, nor do Inn Town and Hosts provide a service of supervising and caring for a Minor during their stay on a Premises.

7.3. Inn Town and Hosts recommend against Minors staying on Premises without adult or Agent supervision for safety reasons. Premises may have gas cooking facilities, sharp kitchen knives, bathtubs and other equipment or facilities which could be hazardous to Minors staying alone on a Premises.

7.4. Agents, parents, and legal guardians who are using the Service on behalf of a Minor accept on their behalf these Terms.

### **8. Bookings**

8.1. Guests or Agents can make a booking request for a Premises on the Website by emailing Inn Town at [hello@inntownapartments.com](mailto:hello@inntownapartments.com). Booking requests must include the Guests' contact details, and the date/s for booking. Guests or Agents can email Inn Town at [hello@inntownapartments.com](mailto:hello@inntownapartments.com) to enquire about the availability of Premises for specific dates. Premises cannot be viewed in person before making a booking.



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8.2. Bookings can be made for up to 1 calendar month where available. Where a Guest or Agent wishes to book a stay longer than 1 calendar month, the Guest is charged for the first month and the requested dates over the initial 1 calendar month period are held pending approval from the Host based on the success of a 1 calendar month trial.

8.3. Guests and Agents can request stays of any length with a note for "potential to extend". For stays under 1 calendar month that have a note of "potential to extend" Hosts must notify Inn Town of their interest to extend the Guest within the first few days or week of the Guests original booking.

For stays of 1 calendar month +, Hosts must notify Inn Town of their interest to extend the Guest within the first 2 weeks of the Guests stay. Agents or Guests wanting to extend must notify Inn Town as soon as they are interested. The Premise cannot be booked by another Guest or Agent over the held extension period until discussions have taken place between Inn Town and the host.

If Inn Town has other interest in the Premise for dates being held on a "potential to extend" Inn Town may also email the Guest or Agent for a definite answer of the Guests intention to extend. If no answer is given within 48 hours, Inn Town can at their sole discretion release the potential to extend and book the new Guest.

Extensions are granted at the sole discretion of the host on a case by case basis, no matter the length of stay.

A previous granted extension does not assume the following extension will be granted. Guests granted extensions are charged on the original booked rate unless the Guest is booking for a longer period than their original request which takes them into a new rate category.

8.4. Once Inn Town provides the Guest or Agent with an invoice confirming the availability of Premises for booking and cost of stay, the Guest or Agent must make a same day payment of a deposit in the sum of £100/\$100/€100 (currency is to be determined by the residential currency of Country where the Premises is located) ("Deposit") and a non refundable service fee of £20/\$20/€20 (currency is to be determined by the residential currency of Country where the Premises is located) ("Service Fee"), per person, to the Inn Town account provided on the invoice.

The booking is on hold once the Deposit and Service Fee reach the nominated account. If a Guest or Agent is booking more than one Premises, a Deposit and Service Fee must be paid for each individual Premises. Payment must be made by direct debit or WISE, or by any other payment method specified by Inn Town. Once the booking is on hold, the booking is personal, exclusive, and non transferable without the consent of the Host of the Premises. Guests or Agents cannot request a Premises to be swapped with another once a booking is on hold.

8.5. The balance of the invoice must be received by the account specified on the invoice at least 3 business days prior to the Guests arrival date at the Premises, exact date of which to be stated on the invoice. Payment must be made by direct debit or WISE or any other payment method specified by Inn Town.

8.5a For bookings in London over and leading up to Women's fashion week, for arrivals on and between the 1st - 25th of February and September, the balance of the invoice must be paid 1 calendar week prior to arrival ("Fashion Week Bookings").

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8.6. If a Guest does not make payment of the balance of the invoice by the due date as set out in the invoice, then Inn Town will notify the Guest or Agent that full payment hasn't been received and that Inn Town will be retaining the full Deposit and Service fee and the Premise will be released for other Guests and Agents to book.

If by this notification from Inn Town the Guest or Agent confirm they still want to keep the booking and the Premise hasn't been booked by another Guest, and they make payment of the invoice the next business day, a late fee in the sum of £50/\$50/€50 (currency is to be determined by the residential currency of the Premises) will be deducted from the deposit and the remainder of the Deposit and Service fee will be returned at the end of the Guests stay.

If the Guest or Agent do not respond to Inn Town's notification and they make payment on the invoice within 3 business days from their scheduled arrival, or 1 week for Fashion Week Bookings, on the Premises anyway and/or the Premise has already been booked by another Guest, the payment of the invoice will be returned by Inn Town however the Deposit and Service Fee will be kept.

8.7. When the balance of the invoice is received, Inn Town will forward the Guest or Agent a 'Welcome Pack' by email which provides an overview of their stay, the Host, and the Premises. Under no circumstance will Inn Town issue a 'Welcome Pack' or provide a Guest or Agent with any Host or Premises information before the balance of an invoice is received.

Once a Hosts information has been shared, a Guest or Agent must only share the information on a need-to-know basis. Under no circumstance is this information to be shared with other persons or companies who do not require this information. Sharing of this information express permission may result in legal action.

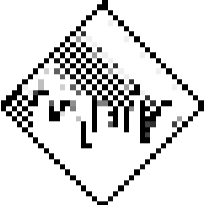
### **9. Check In and Check Out**

9.1. No later than 48 hours prior to the arrival of the Guest on the Premises, the Guest must contact the Host directly to organise a time for check in and the collection of keys.

9.2. Hosts must endeavour to provide Guests with flexibility as to the times for check in and check out. If a Guest has requested a specific, earlier check in time and the Host cannot organise a personal check in until after 6pm the Host must try to find an alternative for check in and the delivery of keys such as a lockbox, friend or courier of keys to the Guest or Guest Agent.

Hosts may communicate set times for check in and check out to Guests or Agents where necessary, such as where one Guest is leaving, and another is arriving on the same day. Hosts may set times for latest check in on their listing. If a Guest has booked a Premises with a set latest check in time stated on the listing and is scheduled to arrive later than the set latest check in time, the Host of the Premises may in their discretion agree to allow the Guest to arrive later than the set latest check in time or request that the Guest find alternate accommodation for that night/morning.

In the instance where a Host requests that a Guest find alternate accommodation for that night/morning due to their late arrival, the Guest will not be refunded for the night not stayed in the Premises and the Guest will not be compensated for the alternate accommodation.



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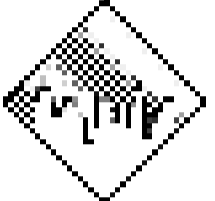
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9.3. Where a Guest arrives at the Premises earlier than stipulated, Hosts may in their sole discretion allow the Guest to leave their belongings on the Premises until their stipulated check in time.

9.4. If a Guest has failed to contact a Host prior to 48 hours out from the Guests booked arrival date on the Premises and Inn Town is required to liaise between the Guest or Agent and Host for the check in time and/or the collection of keys, an administration handling fee in the sum of £25/\$25/€25 (currency is to be determined by the residential currency of the Premises) will be deducted from the Guests deposit.

9.5 If the Guest has failed to contact the host prior to 48 hours out from the Guests booked arrival date and does not make contact until the day of arrival, the hosts can go about their day as planned and the Guest may have to wait a lengthy period before checking in. Hosts must still facilitate Guest access for the date of booking despite the lack of communication from the Guest. Hosts cannot ask Guests to find alternative accommodation for the night.

9.6. Guests must endeavour to depart the Premises at the check-out time organised between the Guest and the Host. On departure, the Guest must return the keys to the Host, leave the Premises in a clean and tidy manner and take all of their belongings with them. Where a Guest fails to return any keys for the Premises, fails to remove all their belongings from the Premises or leaves the home in an untidy state, part or all of the Guest's deposit may be retained by Inn Town for Inn Town to distribute to the Host at their sole discretion to rectify the issue.



### **10. Changes to bookings, cancellations and Guest complaints/Issues**

10.1. Guests or Agents must contact Inn Town at [hello@inntownapartments.com](mailto:hello@inntownapartments.com) for any changes or cancellations to bookings. Where a Guest or Agent cancels or changes a booking, the Deposit and Service Fee is non-refundable.

Where a Guest or Agent changes a booking, moving it to an arrival within a 2 day period before or after the original dates booked, Inn Town may in their sole discretion offer that the Guest or Agent pay a fee based on the nightly rates for the Premises rather than forfeit their Deposit.

If cancellation occurs less than 3 business days out from the Guests scheduled arrival date, or 1 week for Fashion Week Bookings, on the Premises and payment of the balance of the invoice has already been made, the Host may in their sole discretion direct Inn Town to issue the Guest with a full refund or partial refund for the cost of the stay and the Deposit, and Inn Town may in their sole discretion issue a full refund, partial refund or no refund of the Service Fee.

10.2. Where an Agent books a Premises on behalf of a Guest and the original Guest cannot attend some or part of the booking, the Agent can email Inn Town at [hello@inntownapartments.com](mailto:hello@inntownapartments.com) to request that Inn Town replace the original Guest with a new Guest. The Host aims to approve all transfer requests but may not be able to do so due to previously planned work or vacations, planned around the original booking.

The Deposit, Service Fee and any additional payments paid by the Agent on behalf of the original Guest will be transferred to the new Guest's booking.

Where the new Guest cannot attend the whole of the original booking, the Host may in their sole discretion direct Inn Town to issue the original Guest with a full refund, partial refund or no refund for the cost of the nights not stayed.

Agents can only transfer the original booked dates to one new Guest.

If there is a change of Guest mid booking, one business day is required in between Guests



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10.3. Where a Guest was booked into the Premises by an Agent and chooses to leave the Premises or change Premises after their arrival on the Premises for reasons not related to the Host or Premises, the Agent may fill the Guests booking with another Guest.

Where this occurs, Inn Town may in their discretion invoice the Guest or Agent for any additional work undertaken by the Host or Inn Town to facilitate the change or retain the Guests Deposit in part or in full.

10.4. If a Guest raises an issue about the Premises with the Host on arrival, the Host must endeavour to work with the Guest to resolve the issue within 24 hours of the Guests arrival on the Premises. The Guest must contact Inn Town at [hello@inntownapartments.com](mailto:hello@inntownapartments.com) to notify Inn Town of the issue and may choose to include evidence of correspondence they have had with the Host regarding the Issue. The Guest must provide the Host with 24 hours to resolve the issue.

If the Guest chooses to leave the Premises after their arrival within the first 24 hours without giving the Host an opportunity to resolve the issue, it will be treated as if the Guest has cancelled the booking. In this case, Inn Town will retain the Service Fee and the decision to return the Deposit and the balance of the invoice will be at the sole discretion of the Host.

10.5. In the event that a solution to an issue raised by the Guest cannot be met and the Guest decides to leave the Premise, the Guest must have found new accommodation either through Inn Town or another source before the Host can ask the Guest to leave. The host will be paid for all nights stayed by the Guest.

10.6. If a Guest chooses to leave the Premises or change Premises after their arrival on the Premises for reasons not related to the Host or Premises, it will be treated as if they have cancelled the booking. Inn Town will not take into account a Guests or Agents personal taste and preferences in regards to Premises layout, styling and decor.

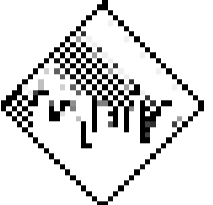
10.7 If an issue arises with the Host or Premise during a Guests stay they must first deal with the issue directly with their host. If no resolution can be found, they must contact Inn Town with photographic and audio evidence and Inn Town will help liaise a solution. If no solution can be found or the issue is deemed unliveable by Inn Town, the Guest may leave the home and will be refunded for nights not stayed.

10.8. Where a Guest wishes to extend their stay, the Guest or Agent must contact Inn Town as soon as possible at [hello@inntownapartments.com](mailto:hello@inntownapartments.com) to confirm that the Premises is available for the dates they are wishing to extend their stay. Where an extension is available, the Guest will be issued with an invoice for the new dates which is payable within 3 business days of the Guests original departure date or 1 week for Fashion Week Bookings. Extensions to a Guests stay are at the sole discretion of the Host. Hosts are under no obligation to grant extension requests.

10.9. If a Guest remains on a Premises longer than their scheduled check out date without an approved extension, a fee in the sum of £50/\$50/€50 (currency is to be determined by the residential currency of the Premises) will be deducted from the Guests deposit.

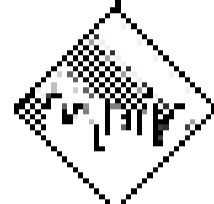
## 11. Visitors

11.1. Hosts may in their sole discretion consent for a Guest to bring a Visitor onto the Premises. Consent of Hosts is non-transferable between Visitors.



11.2. Where a Visitor wishes to stay on the Premises overnight, the Guest or Agent must have the consent of the Host in advance and notify Inn Town of the Visitor's intention to stay overnight on the Premises by emailing [hello@inntownapartments.com](mailto:hello@inntownapartments.com). Inn Town may at the Hosts discretion provide the Guest with an invoice for the Visitors' stay on the Premises. Payment of the invoice must be made by the Guest to Inn Town by the due date stipulated on the invoice. All Visitors behaviour is liable to the Guest.

11.3. Where a Guest or Agent has not obtained permission from a Host to have Visitors on the Premises, a Host may in their sole discretion ask the Guest and any Visitors to vacate the Premises immediately. The Host may also request that Inn Town retain the Guests Deposit and provide no refund for nights not stayed.



## 12. Deposit and Damage

12.1. Inn Town will return a Guests Deposit to the Guests nominated account within 5 business days of the Guests departure from the Premises if no issues have been brought to the attention of Inn Town within 24 hours of the Guests departure. If a Host of a Premises is away when a Guest departs the Premises, the Deposit will be held until the Host returns and confirms there are no issues with the Premises.

12.2 Where a Host discovers damage to the Premises or indication of damaged or stolen property after a Guests stay, the Host must notify Inn Town of the damage to the Premises or stolen property by emailing Inn Town at [hello@inntownapartments.com](mailto:hello@inntownapartments.com) within 24 hours of the Guests departure.

The Host may also supply Inn Town with photographic evidence of the damage or stolen property by emailing Inn Town at [hello@inntownapartments.com](mailto:hello@inntownapartments.com). Inn Town will assess the Hosts claim and in their sole discretion decide whether the Guests Deposit is non-refundable in part or in full.

12.3 Where a Host provides Inn Town with photographic evidence of damage or stolen property Inn Town may in their sole discretion decide whether a Guests Deposit is non refundable in part or in full and may issue a Guest an invoice for damage or stolen property.

Scenarios in which Inn Town is likely to retain the Guests Deposit or invoice a Guest for damage or stolen property include but are not limited to the following:

- (a) Damage to the Premises, furnishings, valuables or belongings;
- (b) Unexpected cleaning costs attributable to the Guest or a Visitor; and
- (c) Use of Hosts belongings without permission of the Host.

Scenarios in which Inn Town is unlikely to retain the Guests Deposit or invoice a Guest include but are not limited to the following:

- (a) General wear and tear;
- (d) Extra heating, air conditioning or internet usage; and
- (e) Appliances left plugged in, switched on or off.

12.4 Hosts claiming damage over the Deposit amount who want Inn Town's help liaising with a Guest or Agent must provide Inn Town with quotes for damage, repairs or the replacement of items within 30 days of a Guests departure.

Inn Town may issue an invoice to a Guest or Agent to cover the cost of repairing any damage or replacing stolen property that is over the Deposit amount.

# I N N T O W N

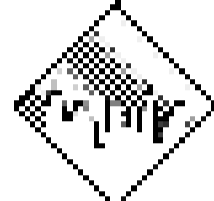
## MODEL 5 CREATIVE APARTMENTS

The invoice must be paid by the Guest or Agent by the date stipulated on the invoice. If the Guest or Agent does not pay the invoice, Inn Town may chase the invoice at their sole discretion.

Inn Town is not liable for any damage to a Hosts Premises or property, or any property stolen from a Hosts Premises.

12.5 Where a Host is made aware of damage to their Premises during a Guests stay, the Host and Guest must endeavour to reach an agreement between themselves to rectify the damage. If a Host and Guest cannot reach an agreement, the Host must contact Inn Town by emailing Inn Town at [hello@inntownapartments.com](mailto:hello@inntownapartments.com), requesting that Inn Town liaise with the Host and Guest to reach an agreement.

Inn Town may in their sole discretion issue an invoice to the Guest in the sum of £50/\$50/€50 (currency is to be determined by the residential currency of the Premises) for their involvement in rectifying any issue, payment of which is to be made to Inn Town by the date stipulated on the invoice.



### 13. Guest Conduct

13.1. Guests agree that:

13.1.1. they will follow the House Rules as set out in their 'Welcome Pack';

13.1.2. before making a booking on the Website for the Services they have carried out the necessary research to ensure the Premises meets their needs and expectations;

13.1.3. under no circumstances will they invite another person onto the Premises without the prior consent of the Host

13.1.4. they will not carry out any large gatherings or house parties on the Premises. Reports of any large gatherings or house parties to Inn Town may result in the immediate removal of you as a Guest;

13.1.5. they will not carry out any illegal activity on the Premises;

13.1.6. they will not bring any animals onto the Premises without the prior consent of the Host;

13.1.7. they will not do or permit anything to be done which may be considered a nuisance or disturbance to the Host or the owner of any neighbouring property;

13.1.8. they will respect the privacy of the Host;

13.1.9. they will work to resolve any dispute or complaint that they have with the Host directly and in a reasonable manner;

13.1.10. they will act in a respectful manner at all time while on or in the vicinity of the Premises;

13.1.11. they will ensure that the Premises is kept clean and tidy; and

13.1.12. they will observe and follow any House Rules and any additional rules as set out by Inn Town or the Host of the Premises.

13.1.13. they will only use the Premises for the purpose of their booking unless they have express permission from the Host to use the Premises for another purpose.

13.1.14 they will not damage any property in the home or use Hosts belongings without prior consent

### 14. Host Conduct

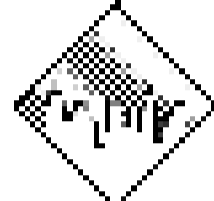
14.1. Hosts agree that:

14.1.1. they will discuss any issues they have with a Guest directly before involving Inn Town;

# I N N T O W N

## MODEL 5 CREATIVE APARTMENTS

- 14.1.2. the Premises will be clean, tidy and sanitary on a Guests arrival with clean bedding and bathroom towels;
- 14.1.3. the Premises will be maintained to a high standard to ensure there are no health or safety hazards;
- 14.1.4. any essential appliances referred to in the Premises listing are in full working order;
- 14.1.5. the description of the Premises in the Premises listing is true, accurate and not misleading;
- 14.1.6. they will not carry out any large gatherings or house parties on the Premises while hosting a Guest. Reports of any large gatherings or house parties to Inn Town may result in the immediate removal of you as a Host;
- 14.1.7. they will respect the privacy of the Guest;
- 14.1.8. they will act in a respectful manner;
- 14.1.9. they will refer a Guest or Agent to Inn Town if they request to extend a stay. Hosts will not take a booking directly from a Guest or Agent;
- 14.1.10. they will work to resolve any dispute or complaint that they have with the Guest directly;
- 14.1.11. they will work to resolve any issues brought to their attention by a Guest or Agent within 24 hours of the complaint. Hosts must inform Inn Town by email to [hello@inntownapartments.com](mailto:hello@inntownapartments.com) if a complaint cannot be resolved within 24 hours or if external professionals need to be engaged to resolve the complaint; and
- 14.1.12. they will observe and follow any House Rules.
- 14.1.13 they will notify Inn Town as soon as they have a change in availability of the home
- 14.1.14 they will notify Inn Town immediately if there is an issue with the home that could affect a guests stay e.g. broken plumbing, home repairs, non working appliance.



### **15. Booking the homes for non accommodation use**

15.1 Guests may request to book the homes for non accommodation use such as photo-shoots, filming, events

15.2 These bookings are on request and granted at the sole discretion of the Host. These bookings will be charged at a rate outside of the accommodation pricing listed on the Website, after all details of the booking are discussed with the host.

15.3 Booking the accommodation for non accommodation use falls under the same payment and cancellation terms as for accommodation use.

### **16. Inn Town Partnered Hotels and Inn Town Studio/Location Spaces**

16.1. Any Guest booking at an Inn Town partnered hotel or an Inn Town studio/location space is subject to these Terms, as well as the hotels or studio/locations spaces own terms and conditions. Hotels and studio/location spaces may have different booking, payment and cancellation policies to Inn Town and where there is a discrepancy between the Terms of Inn Town and the terms and conditions of the hotel or studio/location space, the terms and conditions of the hotel or studio/location space shall prevail. A copy of the hotel or studio/location spaces terms and conditions can be requested by the Guest at the time of booking.

### **17. Dispute Resolution**

17.1. If Inn Town is made aware that the dispute between a Guest and Host meets the definition of Exceptional Circumstance, Inn Town may intervene by doing any of the following in their sole discretion:

17.1.1. Ask the Guest to vacate the Premises.

17.1.1.1. Where Inn Town believes that the Guest has initiated the dispute and the Guest is asked to vacate the Premises, the Guest will not be refunded for nights not stayed and the Deposit will be kept.

17.1.1.2. Where Inn Town believes that the Host has initiated the dispute and the Guest is asked to vacate the Premises, Inn Town may decide to refund the Guest in full or part for nights stayed and not stayed.

17.1.2. Issue the Guest or Host with a warning;

17.1.3. Suspend or ban a Guest or Host from using the Services;

17.1.4. Do anything else that Inn Town sees fit to resolve the matter.

17.2. Complaints that come to the attention of Inn Town after the end of the Guests' stay on a Premises cannot be taken into consideration.

17.3. Where there is damage to property or a Guest or Host has breached any clause of these Terms, a Guest or Host must provide Inn Town by email at [hello@inntownapartments.com](mailto:hello@inntownapartments.com) with valid evidence or explanation of the damage or breach. This may include photographic and/or audio-visual evidence.

### **18. Companion and Emotional Support Animals**

18.1 If a Guest wishes to be accompanied by a Companion or Emotional Support Animal for their stay, they must make Inn Town aware of their intention to be accompanied by a Companion or Emotional Support Animal prior to/on booking and must provide Inn Town and therefore the Host with information about their Companion or Emotional Support Animal including the Companion or Emotional Support species, breed and age.

Inn Town will then liaise with the Hosts and the Hosts may in their sole discretion decline to accept a booking where the Guest has indicated that they will be accompanied by a Companion or Emotional Support

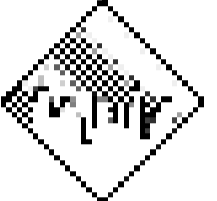
18.2 Where a Guest is accompanied by a Companion or Emotional Support Animal on a Premises, the Guest is liable for the actions of the Companion or Emotional Support Animal and any damage that they cause to the Premises; and

18.3 For the purpose of clause 18 a Companion or Emotional Support Animal includes, but is not limited to, a dog, a cat and a rabbit.

### **19. Assistance Animals**

19.1 Hosts must allow Guests to be accompanied by an Assistance Animal for the duration of their stay, unless they have a reasonable cause for refusal, including but not limited to severe allergies;

19.2 Where a Guest is accompanied by an Assistance Animal on a Premises, the Guest is liable for the actions of the Assistance Animal and any damage that they cause to the Premises; and



19.3 For the purpose of clause 19 an Assistance Animal is a guide dog, a dog trained to assist a person in activities where hearing is required and any other animal trained to assist a person to alleviate the effect of a disability.

### **20. Copyright and Intellectual Property**

20.1. The Website and the Services are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Services and compilation of the Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website, code, scripts, design elements and interactive features) or the Services are owned or controlled for these purposes, and are reserved by Inn Town or its contributors.

20.2. All trademarks, service marks and trade names are owned, registered and/or licensed by Inn Town, who grants to you a worldwide, non-exclusive, royalty-free, revocable license whilst you are a Guest, Agent or Host to:

20.2.1. use the Website pursuant to the Terms;

20.2.2. copy and store the Website and the material contained in the Website in your device's cache memory; and

20.2.3. print pages from the Website for your own personal and non-commercial use.

20.3. Inn Town does not grant you any other rights whatsoever in relation to the Website or the Services. All other rights are expressly reserved by Inn Town.

20.4. Inn Town retains all rights, title and interest in and to the Website and all related Services. Nothing you do on or in relation to the Website will transfer any:

20.4.1. business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or

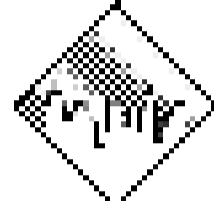
20.4.2. a right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or

20.4.3. a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process), to you.

20.5. You may not, without the prior written permission of Inn Town and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or third-party Services for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the Website, which are freely available for re use or are in the public domain.

### **21. Termination of Contract**

21.1. The Terms will continue to apply until terminated by either you or by Inn Town as set out below.



21.2. If you want to terminate the Terms, you may do so by:

21.2.1. providing Inn Town with 7 days' notice of your intention to terminate ; and

21.2.2. closing your accounts for all of the Services which you use and membership on the Website where Inn Town has made this option available to you.

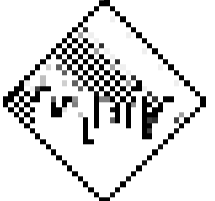
Your notice should be sent, in writing, to Inn Town via email at [hello@inntownapartments.com](mailto:hello@inntownapartments.com)

21.3. Inn Town may at any time, terminate the Terms with you if:

21.3.1. you have breached any provision of the Terms or intend to breach any provision;

21.3.2. Inn Town is required to do so by law;

21.3.3. the provision of the Services to you by Inn Town is, in the opinion of Inn Town, no longer commercially viable.



21.4. Subject to local applicable laws, Inn Town reserves the right to discontinue or cancel your membership or use of Services or Website at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Website or the Services without notice if you breach any provision of the Terms or any applicable law or if your conduct impacts Inn Town's name or reputation or violates the rights of those of another party.

## 22. General Disclaimer

22.1. Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) or similar legislation worldwide which by law may not be limited or excluded.

22.2. Inn Town recommends that any person, company, or Premises using the Services take out all necessary insurance that is customary with utilising such a Service.

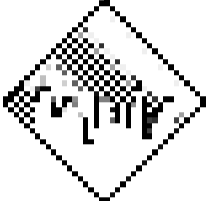
22.3. Subject to this clause, and to the extent permitted by law:

22.3.1. all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and

22.3.2. Inn Town will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

22.3.3. Use of the Website and the Services is at your own risk. Everything on the Website and the Services is provided to you "as is" and "as available" without warranty or condition of any kind unless stipulated otherwise in an agreement. None of the affiliates, directors, officers, employees, agents, contributors and licensors of Inn Town make any express or implied representation or warranty about the Services or any products or Services referred to on the Website, including (but is not restricted to) loss or damage you might suffer as a result of any of the following:

- 22.3.3.1. failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
- 22.3.3.2. the accuracy, suitability or currency of any information on the Website, the Services, or any of its Services related products (including third party material and advertisements on the Website);
- 22.3.3.3. costs incurred as a result of you using the Website, the Services; and
- 22.3.3.4. the Services or operation in respect to links which are provided for your convenience.



### **23. Indemnity**

23.1. You agree to indemnify Inn Town, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:

- 23.1.1. all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with your use of the Website or Services;
- 23.1.2. any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so; and/or
- 23.1.3. any breach of the Terms.

### **24. Liability**

24.1. Inn Town is not responsible or liable in any way for the acts, errors, omissions, representations, breaches, or negligence of any Guests, Hosts, Agents, Visitors or other persons using the Service.

24.2. Inn Town is not responsible or liable in any way for any damage or injury which a Guest, Host, Agent, Visitor or other persons using the Service may suffer in connection with the use of the Services.

24.3. Inn Town is not liable for damage to any Premises or damaged or stolen property of Guests, Hosts, Agents, Visitors or other persons using the Service.

### **25. Privacy**

25.1. Inn Town takes your privacy seriously and any information provided through your use of the Website and/or Services will not be shared by Inn Town between Guests, Agents and Hosts until full payment for a booking has been received by Inn Town. Sharing of this information amongst others without express permission may result in legal action.

25.2. Host and Premises information is shared to the Guest or Agent by the 'Welcome Pack' provided once full payment is received. The information may include the following details, Hosts name, phone number, home address and Premises address. Any other personal information including host nationality, age, email address and social media handles is provided by Inn Town to the Guest or Agent where the Hosts consents.



25.3. Once a Hosts information has been shared, a Guest or Agent must only share the information on a need-to-know basis. Under no circumstance is this information to be shared with other persons or companies who do not require this information. Sharing of this information express permission may result in legal action.

25.4. Inn Town may be obligated to provide information of Guests, Agents, Hosts, Visitors, Premises and any other persons using the Services to governmental or regulatory bodies to comply with investigations, litigation, or administrative proceedings. Inn Town may choose to comply with or disregard such obligations in their sole discretion.

25.5. Host must only share information of Guests and Agents with others on a need to know basis. This includes but is not limited to other flatmates, cleaners, or people hired to do key exchange. Under no circumstances is Guest or Agent information to be shared with other members of the public or anyone who does not require the information to perform the duties in relation to the use of the Services.



### **26. Governing Law**

26.1. The Services offered by Inn Town are intended to be viewed by residents of Australia, Europe, and the United States of America. The Terms and the Services are governed by the laws of New South Wales, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted, and construed by, under and pursuant to the laws of New South Wales, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

### **27. Severance**

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed, and the rest of the Terms shall remain in force.