

Terms and Conditions of Supplier Agreement

By supplying details and offers through ShortRates.com, ShortRates.com.au, ShortRates.co.nz and/or ShortRates.co.uk ("us", "we", "our"), Suppliers ("you") agree to the following terms and conditions, in conjunction with the specific terms of trade already notified to you:

1 DEFINITIONS

- 1.1 **Accommodation** includes rooms in hotels, motels, bed and breakfasts, serviced apartments, or other accommodation.
- 1.2 **Accommodation Data** means data pertaining to the displayed accommodation, including but not limited to supplier details, room description, specials, cancellation policies and star ratings offered to the public via the Site for the Advertised Price.
- 1.3 **Advertised Price** is the Accommodation rate offered to the public via the Site.
- 1.4 **Guest** means a person who books accommodation through the Site.
- 1.5 **Site** means our website, designed constructed and maintained by us, that offers the facility to book accommodation to the public.

2 REPRESENTATIONS AND WARRANTIES

- 2.1 You represent and warrant that:
 - a. You are the owner or are legally authorised to act on behalf of the owner of the Accommodation supplier.
 - b. The Accommodation Data and the Accommodation complies with all applicable laws, statutes, ordinances and regulations.
- 2.2 We do not guarantee continuous, uninterrupted, or secure access to the Site, as the operation of the Site may be interfered with by numerous factors outside our control.

3 INDEMNITIES AND RELEASES

- 3.1 You indemnify us against liability or loss arising from, and cost incurred in connection with, damage, loss, injury or death to any third party caused or contributed to by your act, neglect or default, or the act, neglect or default of your servants and agents;
- 3.2 You release us from, and agree that we are not liable for:
 - a. Damage, loss or injury to you arising from, and cost incurred in connection with, the use of the Site unless it is caused by an act, neglect or default of ours or our agents;
 - b. Damage, loss or injury incurred in connection with the Site being interrupted, unavailable or not working properly, however caused.

4 SITE SECURITY

- 4.1 We shall provide you with a password to access the Site.
- 4.2 You agree not to publish, or make available, your password to any third party.

5 SITE CONTENT

- 5.1 You are solely responsible for the Accommodation Data.
- 5.2 You agree that you shall not transmit on or through the Site any material that is, inappropriate, unlawful, obscene, threatening, abusive, defamatory, encourages behaviour that may give rise to criminal activity, is considered adult content, is a breach of intellectual property or may give rise to civil liability.
- 5.3 We may remove, at our sole discretion, any offending or inappropriate material from the Site without notice.
- 5.4 We may make changes to the Site without notice to you.
- 5.5 We may make changes to this agreement from time to time. Any changes will be posted on the Site and you will be advised of such changes.

6 BOOKINGS AND PAYMENT

- 6.1 We will accept a 10% booking deposit from Guests at the Advertised Price as an independent reseller. This deposit is our commission for services rendered. We do not act as your agent.
- 6.2 You agree to provide Accommodation in accordance with the Accommodation Data listed on our site.
- 6.3 Upon the Guest's registration in accordance with the booking, you must sight the registering guest's (or guests') credit card and valid photo identification to confirm the identity of the guest. You must also copy and retain photo identification on file for a period of six months from the date of registration of the booking. This procedure helps to protect both your interests and ours.
- 6.4 You agree to provide Accommodation to the Guest as per their registration via our website.
- 6.5 If a Guest fails to check-in or cancels within your stipulated cancellation timeframe, you will advise us within 5 working days.
- 6.6 In the event of a Guest incurring a cancellation fee, In order to receive the balance of the advertised price. You will complete the relevant request form, supplied by ourselves. Including sufficient information to legally request a cancellation penalty.
- 6.8 Cancellation penalties will not total more than 1 nights accommodation. Unless stated otherwise on all booking correspondence.

7 INFORMATION AND INTELLECTUAL PROPERTY RIGHTS

- 7.1 You acknowledge that we own all right, title and interests to the Site, search technology and the ShortRates.com brand, and that you will not acquire any right, title or interest in or to the Site, and that all of the software used on the Site are subject to copyright. You agree not to use the "ShortRate" or "ShortRates" name or branding for websites or marketing material without our written approval.

8 TERMINATION

- 8.1 Either party may terminate this agreement by giving to the other party at any time notice by email of its termination of this agreement.
 - a. On termination by us, we will deactivate your password and remove the Accommodation Data from the Site.
 - b. On termination by you, you will remove the Accommodation Data from the Site.
 - c. On receipt of notice of termination by you, we will deactivate your password.
- 8.2 You acknowledge that:
 - a. You have no claim for compensation or otherwise from us if the agreement is terminated under this clause 8.
 - b. You will honour all bookings made up to and including the date of termination for Accommodation to be provided after the date of termination; and
 - c. On termination by you, you will honour all bookings made between the date of termination and the date the Accommodation Data are removed from the Site for any accommodation that is to be provided after the date of termination.

9 APPLICABLE LAW

- 9.1 New Zealand's laws apply to the ShortRates.com and ShortRates.co.nz sites.