

Accommodation Listing Website and Mobile App Member Terms and Conditions

Welcome to the accommodation listing service of the Bed & Breakfast Association New Zealand Incorporated (“BBANZ” or “we”). By accessing this Website and using the services it provides, you agree to these Terms and Conditions. References to “Website” include both the BBANZ Website and Mobile App.

We may amend these Terms and Conditions from time to time and your continued use of the Website and the services it provides shall represent your agreement to the amendments. Posting the amendments to our Website shall be deemed sufficient notification of the amendments, effective from the time of posting.

These terms and conditions were last updated 31 July 2018.

1. Eligibility to use the BBANZ Accommodation Listing Service

To be eligible to list your accommodation on our Website you must be a fully paid member of the BBANZ and, at all times, operating in accordance with the BBANZ Constitution and Approved Policy Documents. You must complete all required fields required by the listing template to the absolute satisfaction of the BBANZ before your listing will go “live”. You acknowledge that your listing may be removed from the Website at any time, at the sole discretion of the BBANZ, if your listing is incomplete, out of date or not in compliance with BBANZ Constitution and Approved Policy Documents, as may be amended from time to time.

You agree to provide complete, up to date and accurate information when listing your accommodation. We use and store your information in accordance with our Privacy Policy.

2. BBANZ Accommodation Listing Services

bedandbreakfastnz.co.nz (the “Website”) is a marketing tool for use by BBANZ members. Use of the marketing tool is optional. It provides a direct link between BBANZ members and guests through which guests can book bed & breakfast accommodation. You must not use the Website for any other purpose without our express permission in writing.

BBANZ is not the agent of any BBANZ member listed on the Website, or of any renter, including where the online booking service is used.

Use of the Website is at the sole risk of the BBANZ member and the guest. The Website is provided on an “as is” and “as available” basis. BBANZ members and guests contract directly with each other and BBANZ are not a party to this contact. BBANZ members and guests communicate with each other and are required to resolve any issues or disputes directly with each other. By using the Website you agree not to involve or attempt to involve BBANZ in any dispute resolution procedures.

BBANZ reserves the right to amend or remove information published on or through the Website if BBANZ considers it incorrect or misleading, or if BBANZ considers your action towards guests is inappropriate.

3. Exclusion and Limitation of Liability

BBANZ does not give any warranties of any kind, whether express or implied, in relation to the Website, or the service provided by or advertised on the Website (the “Service”). You acknowledge that BBANZ takes no responsibility or liability for any misconduct by you including, without limitation, misrepresentation of properties and fraudulent behaviour and that BBANZ gives no undertakings, representations, or warranties in relation to the accuracy of information on the Website.

To the maximum extent permitted by law, BBANZ disclaims any and all liability to you, under any circumstances for any direct or indirect loss or damage suffered by you, or anyone else, arising from the direct or indirect use of the Website and/or any Services provided by BBANZ or the Website even if BBANZ has been advised of the possibility of such loss or damages. If, notwithstanding these terms and conditions, BBANZ is held to be liable then you agree that the total liability of BBANZ shall not exceed the amount actually paid by you for your use of the Website and/or Services.

4. Your obligations as a BBANZ Member

You must comply with all laws relevant to the operation of the Bed and Breakfast properties you advertise on this Website. All information about your accommodation and rates must be accurate at all times.

You must comply with the BBANZ Constitution and Approved Policy Documents, as may be amended from time to time.

You will only list a property for rent if you are authorised to do so. If you are a co-owner of accommodation, you must ensure that all other co-owners agree to you offering the accommodation on the Website.

Each property you register on the Website must represent an individual physical property.

You agree to respond to enquiries and online booking requests in a timely manner.

You agree to keep your availability calendar and pricing up to date. Failure to keep your calendar and pricing up to date may result in BBANZ disabling your listing in which case your accommodation will no longer be shown in availability based searches.

You must list your accommodation prices in New Zealand dollars and include GST in the price (if applicable). You acknowledge that your tax obligations are your responsibility.

All accommodation listings and all communications made through or in relation to the Website shall be made in good faith.

You agree to pay BBANZ a commission fee of 7.5% on all bookings made via the Website. The commission fee shall be paid to BBANZ in a manner and at a time determined by BBANZ in their sole discretion and is payable whether or not a booking proceeds or is cancelled.

You are responsible for keeping your login information, including your email address and password, confidential and secure.

You must not damage, interfere with or harm the Website or Services, or any network, or system underlying or connected to them, or attempt to do so.

You may not use a robot, spider, scraper or other automated means to access the Website or information featured on it for any purpose without our express permission.

5. Changes, cancellations and refunds for online bookings

Cancellation policies are specific to each owner and are available on the Website under each accommodation listing.

Members are responsible for ensuring that guests contact the accommodation provider directly to discuss any desired cancellations, changes or refunds. Additional charges, or a refund, may apply depending on the nature of the booking amendment.

Members shall require all guests to pay a commission of 7.5% of the total booking which shall be paid at the time a booking is confirmed. This is non-refundable and covers the commission payable to the BBANZ, even if a booking does not proceed or is cancelled.

6. General Provisions

Force Majeure: BBANZ has no liability for any lack of performance, unavailability or failure of the Website or Services or for any failure of BBANZ to comply with these terms and conditions where the same arises from any cause reasonably beyond the control of BBANZ.

No Waiver: Failure by BBANZ to exercise or enforce any right available to BBANZ under these terms and conditions does not constitute a waiver of those rights.

Partial Invalidity: If any provision or part of a provision of these terms and conditions becomes or is held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions shall continue in full force and effect.

Governing Law: These terms and conditions are governed by the laws of New Zealand. By using the Website or Services you agree to submit to the non-exclusive jurisdiction of the Courts of New Zealand.

Intellectual Property Rights: BBANZ, or its licensors or suppliers (where relevant), owns all proprietary and intellectual property rights in the Website (including text, graphics, logos, icons and sound recordings) and the software and other material underlying and forming part of the Website and Services. You may not adapt, reproduce, copy, store, distribute, print, display, perform, or any part of the Website without our prior written permission. Nor may you commercialise, copy, or on-sell any information, or items obtained from any part of the Website.

Entire agreement: These terms and conditions, together with the relevant provisions of the BBANZ Constitution, Approved Policy Documents and Privacy Policy, supersede all previous understandings whatsoever made between the parties and constitutes the entire agreement governing use of the Website and the Services.

Privacy: Privacy is governed by the Privacy Policy.

31 July 2018