

# **Service Terms for Guests**

## **1. Overview**

- (a) Thank you for using Voyak<sup>®</sup>. Our online platform located at [www.voyak.com.au](http://www.voyak.com.au) ("Site") is owned and operated by Voyak<sup>®</sup> AFS Australia (ABN 90 184 842 780) ("we", "us", "our"). Please read these terms and conditions ("Terms") carefully as they form an agreement between you and us ("Agreement"). By using the Site, you agree with and accept the Terms in this Agreement.
- (b) This Agreement and all policies and guidelines related to the Service, together with the Australian Consumer Law contained within Schedule 2 to the Competition and Consumer Act 2010 ("Australian Consumer Law"), form the entire agreement between you and us. If you do not accept any Terms of the Agreement, you may cease to use the Site immediately.
- (c) We reserve the right to amend the Terms at any time, and by continuing to use the Site, you accept the Terms as they apply from time to time.

## **2. Scope of Our Services**

- (a) Our platform is a digital marketplace that connects you (Legally classified as "Customers" but commonly referred to as "Guests" in Company Conversations) with accommodation providers and their services ("Providers, also known as AP's"). Collectively referred as "Users".
- (b) Our role is to facilitate a smooth transaction between our Users (ensure that Guests never have to experience an inconvenience while booking an accommodation) and also includes facilitating access to the Site and products or services offered by ("AP's") on the Site as well as assisting in managing any disputes that may arise between Customers and Providers.
  - a. **Please note:** Voyak<sup>®</sup> is built on the foundations of doing business ethically, so we have designed our systems as to avoid disputes; however, we don't operate in a perfect world; therefore, some disputes can arise and if they do, then we are here to resolve them.
- (c) We do not own, create, sell, resell, provide, control, manage, deliver or supply any Provider's Service on the Site. We are not acting as an agent in any capacity for any User, except as specified in the Payment Terms and in accordance with the Cancellation and Refund clause 6.

## **3. Registration and Access to Service**

- (a) By accessing the Site and using our Service as a User, you agree and acknowledge that:
  - i. we have no control of the conduct of our Users and your interactions with other Users (whether in person or online) and your obtaining of any Provider's Service as a Customer is at your own risk;

- ii. we are not obliged to confirm the identity of the Site users, including our Members, but may, take steps to ensure Customer and Provider details are accurate
  - iii. we do not guarantee the existence, availability, suitability, legality or safety of any Provider's Service;
  - iv. you are responsible for maintaining the confidentiality of your Registration Information at all times;
  - v. your access to and use of the Site is non-transferable;
  - vi. we may deny anyone access to an Account, our Service or the Site at any time where you have breached any provision of this Agreement or our Privacy Policy; and
  - vii. we reserve the right, but are not obliged, to monitor, review, verify, edit, modify or delete material, content, data or information created, generated or transmitted by Registered Users through the Application ("User Content") and we do not control the accuracy of User Content.
- (b) By registering for an Account, you agree that we may send you text (SMS) messages as part of the normal business operation of your use of the Service. You may opt-out of receiving SMS messages from us by contacting us and you acknowledge that opting out of receiving SMS messages may impact your use of our Service.
- a. Account Registration is currently not available for Guests and will be rolled out as part of our Feature and Functionality Roadmap.

#### **4. Use of Site**

- (a) By accessing the Site, you shall:
- i. use the Site for lawful purposes only;
  - ii. not commit any act or engage in any practice that:
  - iii. is harmful to our systems, reputation or goodwill; or
  - iv. interferes with the integrity of the Site, including, but not limited to, by hacking, transmitting any viruses, spyware, malware or any other code of a destructive or disruptive nature;
  - v. not create Accounts with us through unauthorised means, including by using an automated device, script, bot or other similar means;
  - vi. not restrict, or attempt to restrict, another user from using the Site;
  - vii. not encourage or facilitate violations of the Terms;
  - viii. not distribute or send communications that contain spam, chain letters, or pyramid schemes;
  - ix. not harvest or otherwise collect information about others, including Registration Information, without their consent;
  - x. not bypass measures used to prevent or restrict access to our Service;
  - xi. not interfere with the privacy of, harass, intimidate, act violently or inappropriate towards or be discriminatory against another Site user; and
  - xii. not infringe any intellectual property rights or any other contractual or proprietary rights of another person.

## 5. User Content

- (a) You grant us a royalty free, worldwide, perpetual, irrevocable, non-exclusive, transferable, assignable, sub-licensable license to use, reproduce, modify, copy and store your User Content for our business or commercial purposes.
- (b) The views expressed in any User Content are the views of users and not those of us unless specified otherwise. We are not responsible for and disclaim all liability in respect of any comments, views or remarks expressed in any User Content. We encourage you to report problems, offensive content, comments and malicious use of the Site to [support@voyak.com.au](mailto:support@voyak.com.au) or call us on 07 3726 5090.

## 6. Cancellations and Refunds

- (a) All Accommodation Providers ("AP's") set their own Cancellation and Refund policies.
  - i. AP's can select from the following cancellation policies and attach their own refund percentage on a "Booking":
    - I. Free Cancellation
    - II. 24 Hours before Check-In
    - III. 48 Hours before Check-In
    - IV. 72 Hours before Check-In
  - ii. Cancellation Policies have been set by the "Platform" to ensure a Standard is maintained and disputes pertaining to cancellation and refunds is minimised.
- (b) By accepting a Provider's Service on the Site, you accept and agree to the relevant policy of that Provider and to any additional terms and conditions of the Provider's Service that may apply to you upon Check-In. Any additional terms will be mentioned in AP's listings.
- (c) The Platform manages all cancellation and refunds automatically. When you "Cancel" a "Booking", your "Refund" amount will be dependent on AP's policy and you will receive the "Refund within 7 to 14 working days to your preferred "Payment Method" (clause 14).
- (d) If the AP has set a "Free Cancellation" policy, your "Refund" amount may not be 100% due to fees charged to us in retuning your funds.
- (e) We will ensure that all Providers reasonably abide by and adhere to their cancellation and refund policies to ensure you have a smooth transaction should you "Cancel" your booking. Where there is a dispute in relation to the application of a cancellation or refund policy, we will intervene and assist in resolving any such dispute upon being notified by you in accordance with clause 14.
- (f) We may, at our discretion, implement and activate our own cancellation and refund policy and Users agree to be bound by it. In the event of any inconsistency between our policy and the providers policy, our policy will prevail.
- (g) We may, at our discretion also implement and activate an "**Extenuating Circumstances Policy**" for situations out of our control (such as a Pandemic) which will override all "Cancellation and Refund" Policies set by you. In this case, "Guests" may be eligible for a full or partial refund and all "Bookings" cancelled by us.
  - i. We may as part of this policy communicate with you in making such decisions.

## **7. Intellectual Property Rights**

- (a) In these Terms, "Intellectual Property (Rights)" means all intellectual property rights, including all copyright, patents, trademarks, design rights, trade secrets, circuit layouts, domain names, know-how and other rights of a similar nature worldwide, whether registered or not, and any applications for registration or rights to make such an application.
- (b) We own or are the licensee of all rights, title and interest (including Intellectual Property Rights) in the Site or to the material (including all text information and content, graphics, logos, type forms and software) made available to you on the Site (collectively, "Site Content"). Your use and access of the Site does not grant or transfer any rights, title or interest to you in relation to the Site Content.
- (c) You may view the Site using a web browser or mobile device, and electronically copy and print hardcopy the Site Content solely for your personal, non-commercial use.
- (d) You must not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, reverse engineer, create derivative works from, transfer, or sell any Site Content or any other material in whatever form contained within the Site unless expressly stated otherwise in these Terms.

## **8. Third Party Links**

- (a) The Site may contain links and other pointers to Internet websites or applications operated by third parties. We do not control these linked websites and are not responsible for the contents of any linked website. Your access to any such website is entirely at your own risk. You should contact the relevant third-party directly to enquire as to the accuracy of any information found on the linked websites prior to entering into a transaction in relation to the third-party products and services.

## **9. Disclaimer**

- (a) To the fullest extent permitted by law, you agree and acknowledge that:
  - i. our Service is provided "as is" and "as available" and the entire risk arising out of your use of our Service remains solely with you;
  - ii. we do not control, endorse and are not responsible for any User Content;
  - iii. we retain complete control over the Site and may alter, amend or cease the operation of the Site in our sole discretion;
  - iv. we make no warranty or representation that any result or objective can or will be achieved or attained by accessing the Site;
  - v. we make no warranty or representation that the Site will be fit for purpose, continuous, uninterrupted, accurate, fault-free, virus-free, secure or accessible at all times; and
  - vi. we may remove any content, material and/or information, including any User Content, without giving any explanation or justification for removing the material and/or information.

## **10. Exclusion and Limitation of Liability**

- (a) To the fullest extent permitted by law, we are not liable to you or to anyone else for any direct or indirect loss or damage, including consequential loss, loss of data, reputation, goodwill and opportunity, arising out of or in connection with:
  - i. your use or inability to use the Site;
  - ii. your use of Provider Services;
  - iii. the User Content;
  - iv. any interactions between Users
  - v. the conduct of other Users
  - vi. any User breaching or failing to comply with any applicable laws;
  - vii. any User breaching or failing to comply with any applicable Provider terms and conditions; and
  - viii. unauthorised creation, access or use of your personal information, Member Account or your User Content, even if we have been advised of the possibility of such loss.
- (b) To the fullest extent permitted by law, we exclude all representations, warranties or terms (whether express or implied) other than those set out in these Terms.
- (c) Pursuant to s64A of Schedule 2 of the Australian Consumer Law, this clause 12(c) applies in respect of services that are not of a kind ordinarily acquired for personal, domestic or household use or consumption. Our liability for breach of a guarantee conferred by the Australian Consumer Law (other than those conferred by s51 to s53 of the Australian Consumer Law) is limited at our option to:
  - i. the re-supply of the services or products; or
  - ii. the payment of the direct cost of having the services or products resupplied.
- (d) The "Platform" carries Public Liability and Cyber Security Insurance; however, the insurance does not guarantee that you may receive any financial compensation for any direct or indirect loss through your use of the site or through the actions of any Users.

## **11. Privacy**

- (a) We will collect, use and disclose any personal information you provide us when accessing using the Site in accordance with our Privacy Policy. For more information on our information collection and handling practices, please view our Privacy Policy.

## **12. Indemnity**

- (a) You agree to indemnify us for all losses, damages, liabilities, claims and expenses (including reasonable legal costs) incurred by us arising out of or in connection with your use of the Site, User Content, your breach of the Terms or any rights of third parties, except to the extent we directly caused or contributed to the loss, damage, liability, claim or expense.

- (b) We reserve the right, at our own expense, to assume the exclusive control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

## 13. Termination

- (a) We reserve the right to:
  - i. cease operating the Site, without notice and for any reason; or
  - ii. terminate our relationship with you without notice and with immediate effect if you, in any way, breach the Terms;
- (b) If one of the events described in clause 14(a) occurs, then:
  - i. you will not have any access to the Site or your Account;
  - ii. you remain obligated to complete any outstanding payment for any Fees incurred before the relevant event occurred; and
  - iii. we will not be liable for any costs, losses or damages arising as a result of terminating your access to the Site.

## 14. Dispute Resolution

### 14.1 Disputes between Yourself and Providers

- (a) Most disputes arise when you have either initiated a "Cancellation and Refund Request" or found the accommodation different to the description on [www.voyak.com.au](http://www.voyak.com.au).
- (b) The Platform manages all "Cancellation and Refund Requests" automatically based on the policies set by a Provider and communicates it effectively to you to fully understand the policies prior to any "Requests" and therefore eliminate disputes.
- (c) Where a dispute has arisen between you and a Provider in relation to the application of a cancellation or refund, we will intervene and assist in resolving any such dispute upon being notified by the relevant Guest or Provider and if technology itself cannot resolve it then "Humans" will intervene and assist in resolving any such dispute upon being notified by the relevant party.
- (d) Upon receiving notification of a dispute from you or the Provider, we will liaise with each of the parties and attempt to facilitate a resolution. Each party to the dispute must cooperate and take all reasonable steps necessary to resolve the dispute.
- (e) We will ensure that all Providers reasonably uphold their cancellation and refund policies and we will take all reasonable steps to facilitate the resolution of any disputes that may arise between you and Providers.
- (f) In circumstances where we reasonably believe that a dispute has not been or will not be resolved despite any intervention or facilitation by us, we may make a ruling on the dispute. That dispute will be binding on you and Provider, and by agreeing to these terms you and Provider agrees that it will accept any ruling by us as final resolution of the dispute. Any failure to comply with a ruling made by us under this clause 0 will constitute a breach of these terms and is cause for termination of the Agreement.

### 14.2 Disputes between Users and us

- (a) If a dispute arises out of or relates to these Terms as between us and you, either party may not commence legal proceedings (except proceedings seeking interlocutory relief) in respect of a dispute arising out of these Terms ("Dispute") unless it has complied with this clause 14.2. A party claiming that a Dispute has arisen must notify the other party to the Dispute giving details of the Dispute.
- (b) During the 15-Business Day period after notice is given (or any longer period agreed in writing by the parties to the Dispute) ("Initial Period") each party to the Dispute ("Disputant") must cooperate and take all reasonable steps necessary to resolve the Dispute.
- (c) Mediation:
  - i. If the Disputants are unable to resolve the Dispute within the Initial Period, each Disputant agrees that the Dispute must be referred for mediation to a mediator agreed on by the Disputant.
  - ii. If the Disputants are unable to agree on a mediator within 7 days after the end of the Initial Period, then the parties must submit the dispute for mediation through the Law Society of Victoria and have the President of that Law Society appoint a Mediator and set the matter for mediation.
  - iii. The role of the mediator is to assist in negotiating a resolution of the Dispute. A mediator may not make a decision that is binding on a Disputant unless that Disputant has so agreed in writing.
  - iv. Each Disputant must pay its own costs of complying with this clause 16.2(c). The Disputants must pay equally the costs of any mediator engaged.
  - v. The mediation will be held in Victoria, Australia.
- (d) After the Initial Period, a Disputant that has complied with this section may terminate the dispute resolution process by giving notice to each other Disputant. A party to a Dispute will only be entitled to pursue other remedies available to it at law or otherwise, if the parties have failed to resolve the dispute within 30 Business Days after commencement of dispute resolution.
- (e) All communications concerning negotiations made by the Disputants in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable law of evidence.

## 15. Payment Terms

### 15.1 Service fees

- (a) In this clause, "Payment Method" means a financial instrument that you use to pay for your accommodation such as a credit card, debit card, or PayPal account. The "Payment Method" can also be added to your "Account" when the "Platform" will offer this as a feature in future.
- (b) We charge AP's a 5% fee for processing a "Booking" in consideration for the use of our Service ("Service Fees"). All Service Fees are in Australian Dollars (AUD). Service Fees may be converted to your local currency at the time of payment. We will be entitled to add on GST for any supply in Australia.

- (c) We reserve the right to change the "Service Fees" at any time and we will provide you with adequate notice of any fee changes before they become effective.

#### 15. 2 Provider Charges

- (a) AP's set their own "Room Rate / Night". The "Room Rate / Night" is determined solely by the Provider and we have no control over those rates, or oversee any increase or decrease in them.
- (b) Generally speaking, we will collect the total fees at the time a "Booking" is made and hold it for a period of 7 days before transmitting it to the AP. This allows us to expedite any eligible refunds to you if a "Booking" is cancelled within 7 days in accordance with the relevant Provider's Cancellation Policy.

#### 15. 3 Payment method

- (a) We use "Stripe" to process all payments. You can pay for your accommodation through a credit, debit card or other forms when made available by "Platform". Some "Stripe" terms may be applicable to you. You can read them under [Stripe Terms of Service](#) (collectively, the "Stripe Services Agreement").
- (b) We reserve the right to delay or cancel any payment for purposes of preventing unlawful activity, fraud, risk assessment, security or investigation.
- (c) We will take steps to rectify any payment processing errors that we become aware of. These steps may include crediting or debiting (as appropriate) the same Payment Method.

### 16. No Waiver

- (a) No waiver of rights under these Terms shall constitute a subsequent waiver of this or any other right under this agreement. Any failure on our part to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision.

### 17. Severability

- (a) If any provision of our Terms is unenforceable or invalid, it will be ineffective to the extent it is unenforceable or invalid and will not affect the enforceability or validity of the remaining provisions.

### 18. Law and Jurisdiction

- (a) These Terms are governed by and construed in accordance with the laws of Victoria, Australia. You submit to the non-exclusive jurisdiction of the Courts of Victoria and Courts of Appeal from them for determining any dispute concerning these Terms.

## **19. Feedback and Contact Details**

Your feedback is important to us and our community. We welcome and encourage you to provide feedback, reviews, comments and suggestions for improvements to the Site and our Service ("Feedback"). You may submit Feedback by contacting us at [support@voyak.com.au](mailto:support@voyak.com.au) or phone us on 07 3726 5090

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# **Service Terms for Accommodation Providers**

**Note:** We know time is limited in our lives and reading T&C's is something we don't want to spend it on. However, they are important, so we have highlighted the most important sections which you should read first and then return to read them all. Sections **(1,2,6,7,15,16)** should be read thoroughly.

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## **1. Overview**

- (a) Thank you for using Voyak<sup>®</sup>. We provide a range of services, including connecting you to Guests who are seeking accommodations to stay in across Australia (collectively, "Services").
- (b) Our online platform located at [www.voyak.com.au](http://www.voyak.com.au) ("Site") is owned and operated by Voyak<sup>®</sup> AFS (ABN 90 184 842 780) ("we", "us", "our"). Please read these terms and conditions ("Terms") carefully as they are binding between Site users and us ("Agreement"). By using the Site, you agree with and accept the Terms in this Agreement.
- (c) This Agreement and all policies and guidelines related to the Service, together with the Australian Consumer Law contained within Schedule 2 to the Competition and Consumer Act 2010 ("Australian Consumer Law"), form the entire agreement between you and us. If you do not accept any Terms of the Agreement, you cannot use the Services provided by us.
  - a. This means that you don't have to Sign a Contract to operate with us. You can operate on or leave the "Platform" anytime without any penalties.
- (d) We reserve the right to amend the Terms at any time, and by continuing to use the Site, you accept the Terms as they apply from time to time.
- (e) These "terms" exist between you and us. These "terms" are to be used for all Cancellation and Refund "Requests" for "Bookings" processed through [www.voyak.com.au](http://www.voyak.com.au)

## **2. Scope of Our Services**

- (a) Our platform is a digital marketplace that connects Guests seeking accommodation services ("Customers") with you (You as the Owner / Operator of an accommodation) who offer those services ("Accommodation Providers or AP's"), (collectively referred to as "Users").
- (b) We act as an intermediary between Users and our role includes facilitating access to the Site and products or services offered by AP's ("Provider's Service") on the Site as well as assisting in managing any disputes that may arise between Customers and Providers.
  - a. **Please note:** Voyak<sup>®</sup> is built on the foundations of doing business ethically, so we have designed our systems as to avoid disputes; however, we don't operate in a perfect world; therefore, some disputes can arise and if they do, then we are here to resolve them.
- (c) We do not own, create, sell, resell, provide, control, manage, deliver or supply any Provider's Service on the Site. When the customer makes a booking to use the Provider's Service on the Site ("Booking"), the customer is directly entering into a binding contract

with the Provider. We do not become a party to or participant in any contractual relationship between Users. We are not acting as an agent in any capacity for any User, except as specified in the Payment Terms in accordance with clause 6.

- (d) The Site includes a "Rating and Reviews" system that allows Guests to share their stay experience at your accommodation when they have used your service.
  - i. While Customer Ratings will be updated instantaneously on the site, written Reviews will be posted after 7 days. You can use the 7 days to dispute any Guest Review which does not match their stay experience. These will be available to your AP Dashboard.

### **3. Registration and Access to Service**

- (a) To obtain access to our Service, you must register for an account with us ("Account") and accept these Terms and our [Privacy Policy](#) which forms a contractual relationship between you and us.
- (b) To use our Service, you must provide us with current, complete and accurate identification, and other information (some of which is not mandatory) including, but not limited to, your name, phone number, a valid email address, and password ("Registration Information").
- (c) If your Registration Information changes, you must promptly update your Account to reflect those changes.
- (d) By accessing the Site and using our Service as a User, you agree and acknowledge that:
  - i. we have no control of the conduct of our Users and your interactions with other Users (whether in person or online).
  - ii. we are not obliged to confirm the identity of the Site users, including our Members, but may, at our discretion, take reasonable steps to ensure Customer details are accurate
  - iii. you are responsible for maintaining the confidentiality of your Registration Information at all times;
  - iv. your access to and use of the Site is non-transferable;
  - v. we may deny anyone access to an Account, our Service or the Site at any time where you have breached any provision of this Agreement or our Privacy Policy; and
  - vi. we reserve the right, but are not obliged, to monitor, review, verify, edit, modify or delete material, content, data or information created, generated or transmitted by Registered Users through the Application ("User Content") and we do not control the accuracy of User Content.
- (e) By registering for an Account, you agree that we may send you text (SMS) messages as part of the normal business operation of your use of the Service. You may opt-out of receiving SMS messages from us by contacting us and you acknowledge that opting out of receiving SMS messages may impact your use of our Service.

## 4. Use of Site

- (a) By accessing the Site, you shall:
- i. use the Site for lawful purposes only;
  - ii. not commit any act or engage in any practice that:
    - I. is harmful to our systems, reputation or goodwill; or
    - II. interferes with the integrity of the Site, including, but not limited to, by hacking, transmitting any viruses, spyware, malware or any other code of a destructive or disruptive nature;
  - iii. not create Accounts with us through unauthorised means, including by using an automated device, script, bot or other similar means;
  - iv. not restrict, or attempt to restrict, another user from using the Site;
  - v. not encourage or facilitate violations of the Terms;
  - vi. not distribute or send communications that contain spam, chain letters, or pyramid schemes;
  - vii. not harvest or otherwise collect information about others, including Registration Information, without their consent;
  - viii. not bypass measures used to prevent or restrict access to our Service;
  - ix. not interfere with the privacy of, harass, intimidate, act violently or inappropriate towards or be discriminatory against another Site user; and
  - x. not infringe any intellectual property rights or any other contractual or proprietary rights of another person.

## 5. User Content

- (a) You are solely responsible for User Content that you:
- i. post, publish or otherwise transmit through the Site; and
  - ii. obtain through accessing or using the Site.
- (b) You grant us a royalty free, worldwide, perpetual, irrevocable, non-exclusive, transferable, assignable, sub-licensable license to use, reproduce, modify, copy and store your User Content for our business or commercial purposes.
- (c) The views expressed in any User Content are the views of users and not those of us unless specified otherwise. We are not responsible for and disclaim all liability in respect of any comments, views or remarks expressed in any User Content. We encourage you to report problems, offensive content, comments and malicious use of the Site to [support@voyak.com.au](mailto:support@voyak.com.au) or call us on 07 3726 5090.

## 6. Payment Terms

### 6.1 Provider fees

- (a) [www.voyak.com.au](http://www.voyak.com.au) is a Low – Cost Platform which allows you to retain more of your Room Rate. You are in total control of your pricing.
- (b) The “Platform” does not have Rate Parity Clauses.

(c) You set your own "Room Rate / Night. We have no control over those rates or oversee any increase or decrease in them; however, may provide "**Price Suggestion Systems**" to optimise your "Room Rate / Night" to maximise your earnings depending upon season and availability.

**(d) Summary of Fees and Charges:**

**Service Fee** = 5% (On every booking processed, deducted automatically, Non-Refundable)

**Payment Processor Fee** = \$2.00/Month (Charged automatically)

**Other Charges** = Credit Card, GST, Transaction Fees (These are added on top of your Room Rate paid by the Guest)

**Payout Fee** = \$0.25 for every payout + 0.25% transaction fee

**(e) Payout Example:**

**Total Charge to Guest** = Room Rate + (Other Charges)

**Payout** = Total Charge to Guest – Service Fee (5%)

(f) We will collect the total fees from the Guest at the time a "Booking" is processed and hold it for a period of 7 days before transmitting it to your nominated bank account. This allows us to expedite any eligible refunds to the Guest where a Booking is cancelled within 7 days in accordance with the relevant "Cancellation Policy" you have set.

(g) We can customize the payout schedule to your requirements; however, you will be charged \$0.25 and 0.25% transaction fee for every payout to your nominated bank account.

## 6.2 Payment method

(a) Guests will pay for the fees payable under these Terms using payment processing services provided by Stripe and are subject to the [Stripe Connected Account Agreement](#), which includes the [Stripe Terms of Service](#) (collectively, the "Stripe Services Agreement").

(b) By agreeing to these Terms or continuing to operate as an account holder on [www.voyak.com.au](http://www.voyak.com.au), you agree to be bound by the Stripe Services Agreement and the same may be modified by Stripe from time to time.

(c) We reserve the right to delay or cancel any payment for purposes of preventing unlawful activity, fraud, risk assessment, security or investigation.

(d) We will take steps to rectify any payment processing errors that we become aware of. These steps may include crediting or debiting (as appropriate) the same Payment Method used for the original payment by you, so that you end up receiving or paying the correct amount.

## 7. Cancellations and Refund Policies

(a) You set your own "Cancellation and Refund" policies.

i. You can select from the following cancellation policies and attach your own refund percentage on a "Booking":

I. Free Cancellation

II. 24 Hours before Check-In

- III. 48 Hours before Check-In
- IV. 72 Hours before Check-In
- ii. The above options have been set by the "Platform" to ensure a Standard is maintained and disputes pertaining to cancellation and refunds is minimised.
- (b) Where a "Guest" has proceeded to "Cancel" their "Booking", the Platform will automatically move funds between your Stripe account and the Platform. The Refund amount will be based on your refund policy and the relevant "Guest" will receive the refund within 7 to 14 working days.
- (c) You must always abide by and adhere to your cancellation and refund policies to minimise disputes.
- (d) We may, at our discretion, implement and activate our own cancellation and refund policy and Users agree to be bound by it. In the event of any inconsistency between our policy and the providers policy, our policy will prevail.
- (e) We may, at our discretion also implement and activate an **"Extenuating Circumstances Policy"** for situations out of our control (such as a Pandemic) which will override all "Cancellation and Refund" Policies set by you. In this case, "Guests" may be eligible for a full or partial refund and all "Bookings" will be cancelled by us to ensure the health, safety and wellbeing of our "Users" is maintained.
  - i. We may as a part of this policy communicate with you for consultation or inform you of such decisions before any public announcement.

## 8. Intellectual Property Rights

- (a) In these Terms, "Intellectual Property (Rights)" means all intellectual property rights, including all copyright, patents, trademarks, design rights, trade secrets, circuit layouts, domain names, know-how and other rights of a similar nature worldwide, whether registered or not, and any applications for registration or rights to make such an application.
- (b) We own or are the licensee of all rights, title and interest (including Intellectual Property Rights) in the Site or to the material (including all text information and content, graphics, logos, type forms and software) made available to you on the Site (collectively, "Site Content"). Your use and access of the Site does not grant or transfer any rights, title or interest to you in relation to the Site Content.
- (c) You may view the Site using a web browser or mobile device, and electronically copy and print hardcopy the Site Content solely for your personal, non-commercial use.
- (d) You must not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, reverse engineer, create derivative works from, transfer, or sell any Site Content or any other material in whatever form contained within the Site unless expressly stated otherwise in these Terms.

## 9. Third Party Links

- (a) The Site may contain links and other pointers to Internet websites or applications operated by third parties. We do not control these linked websites and are not responsible for the contents of any linked website. Your access to any such website is

entirely at your own risk. You should contact the relevant third-party directly to enquire as to the accuracy of any information found on the linked websites prior to entering into a transaction in relation to the third-party products and services.

## **10. Disclaimer**

To the fullest extent permitted by law, you agree and acknowledge that:

- (a) our Service is provided "as is" and "as available" and the entire risk arising out of your use of our Service remains solely with you;
- (b) we do not control, endorse and are not responsible for any User Content;
- (c) we retain complete control over the Site and may alter, amend or cease the operation of the Site in our sole discretion;
- (d) we make no warranty or representation that any result or objective can or will be achieved or attained by accessing the Site;
- (e) we make no warranty or representation that the Site will be fit for purpose, continuous, uninterrupted, accurate, fault-free, virus-free, secure or accessible at all times; and
- (f) we may remove any content, material and/or information, including any User Content, without giving any explanation or justification for removing the material and/or information.

## **11. Exclusion and Limitation of Liability**

- (a) To the fullest extent permitted by law, we are not liable to you or to anyone else for any direct or indirect loss or damage, including consequential loss, loss of data, reputation, goodwill and opportunity, arising out of or in connection with:
  - i. your use or inability to use the Site;
  - ii. the User Content;
  - iii. any interactions between Users;
  - iv. the conduct of other Users;
  - v. any Customer breaching or failing to comply with any applicable laws;
  - vi. any Customer breaching or failing to comply with any applicable terms and conditions you have at your accommodation; and
  - vii. unauthorised creation, access or use of your personal information, Customer Account or your User Content,
  - viii. even if we have been advised of the possibility of such loss.
- (b) To the fullest extent permitted by law, we exclude all representations, warranties or terms (whether express or implied) other than those set out in these Terms.
- (c) Pursuant to s64A of Schedule 2 of the Australian Consumer Law, this clause 11(c) applies in respect of services that are not of a kind ordinarily acquired for personal, domestic or household use or consumption. Our liability for breach of a guarantee conferred by the Australian Consumer Law (other than those conferred by s51 to s53 of the Australian Consumer Law) is limited at our option to:
  - i. the re-supply of the services or products; or
  - ii. the payment of the direct cost of having the services or products resupplied.

- (d) The "Platform" carries Public Liability and Cyber Security Insurance; however, the insurance does not guarantee that you may receive any financial compensation for any direct or indirect loss through your use of the Site or through the actions of any "Guests".

## **12. Privacy**

- (a) We will collect, use and disclose any personal information you provide us when accessing using the Site in accordance with our Privacy Policy. For more information on our information collection and handling practices, please view our Privacy Policy.

## **13. Indemnity**

- (a) You agree to indemnify us for all losses, damages, liabilities, claims and expenses (including reasonable legal costs) incurred by us arising out of or in connection with your use of the Site, User Content, your breach of the Terms or any rights of third parties, except to the extent we directly caused or contributed to the loss, damage, liability, claim or expense.
- (b) We reserve the right, at our own expense, to assume the exclusive control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

## **14. Termination**

- (a) We reserve the right to:
  - i. cease operating the Site, without notice and for any reason; or
  - ii. terminate our relationship with you with or without notice and with immediate effect if you, in any way, breach the Terms;
- (b) If one of the events described in clause 14(a) occurs, then:
  - i. you will not have any access to the Site or your Account;
  - ii. you remain obligated to complete any outstanding payment; and
  - iii. we will not be liable for any costs, losses or damages arising as a result of terminating your access to the Site.

## **15. Dispute Resolution**

### 15.1 Disputes between Guests and Yourself

- (a) Most disputes arise when a Guest has either initiated a "Cancellation and Refund Request" or has found the accommodation different to the description on [www.voyak.com.au](http://www.voyak.com.au).
- (b) The Platform manages all "Cancellation and Refund Requests" automatically based on your policies and communicates it effectively to Guests so that they fully understand the policies prior to any "Requests" and therefore eliminates disputes.
- (c) If a dispute has arisen between a Guest and yourself in relation to the application of a cancellation or refund and technology itself cannot resolve it then "Humans" will intervene and assist in resolving any such dispute upon being notified by the relevant party.
- (d) Upon receiving notification of a dispute from the relevant party, we will liaise with each

of the parties and attempt to facilitate a resolution. Each party to the dispute must cooperate and take all reasonable steps necessary to resolve the dispute.

- (e) In circumstances where we reasonably believe that a dispute has not been or will not be resolved by either party despite any intervention or facilitation by us, we will make a ruling on the dispute. That dispute will be binding for all parties, and by agreeing to these terms each Guest and Provider agrees that it will accept any ruling by us as final resolution of the dispute. Any failure to comply with a ruling made by us under this clause 0 will constitute a breach of these terms and is cause for termination of the Agreement.

#### 15.2 Disputes between Users and us

- (a) If a dispute arises out of or relates to these Terms as between us and a User, either party may not commence legal proceedings (except proceedings seeking interlocutory relief) in respect of a dispute arising out of these Terms ("Dispute") unless it has complied with this clause 15.2. A party claiming that a Dispute has arisen must notify the other party to the Dispute giving details of the Dispute.
- (b) During the 15-Business Day period after notice is given (or any longer period agreed in writing by the parties to the Dispute) ("Initial Period") each party to the Dispute ("Disputant") must cooperate and take all reasonable steps necessary to resolve the Dispute.
- (c) Mediation:
  - i. If the Disputants are unable to resolve the Dispute within the Initial Period, each Disputant agrees that the Dispute must be referred for mediation to a mediator agreed on by the Disputant.
  - ii. If the Disputants are unable to agree on a mediator within 7 days after the end of the Initial Period, then the parties must submit the dispute for mediation through the Law Society of Victoria and have the President of that Law Society appoint a Mediator and set the matter for mediation.
  - iii. The role of the mediator is to assist in negotiating a resolution of the Dispute. A mediator may not make a decision that is binding on a Disputant unless that Disputant has so agreed in writing.
  - iv. Each Disputant must pay its own costs of complying with this clause 16.2(c). The Disputants must pay equally the costs of any mediator engaged.
  - v. The mediation will be held in Victoria, Australia.
- (d) After the Initial Period, a Disputant that has complied with this section may terminate the dispute resolution process by giving notice to each other Disputant. A party to a Dispute will only be entitled to pursue other remedies available to it at law or otherwise, if the parties have failed to resolve the dispute within 30 Business Days after commencement of dispute resolution.
- (e) All communications concerning negotiations made by the Disputants in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable law of evidence.

## **16. Accommodation Description**

- (a) False or misleading descriptions of Accommodations is not tolerated on Voyak®.
- (b) Only true and correct Room and Accommodation Descriptions shall be uploaded on the Platform.
- (c) If, we through "Ratings and Reviews" or directly through "Guests" receive information that the accommodation descriptions are different to that "Booked" for more than 3 times, we under these "Terms" will investigate and may terminate your account on premise of providing false information.

## **17. No Waiver**

- (a) No waiver of rights under these Terms shall constitute a subsequent waiver of this or any other right under this agreement. Any failure on our part to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision.

## **18. Severability**

- (a) If any provision of our Terms is unenforceable or invalid, it will be ineffective to the extent it is unenforceable or invalid and will not affect the enforceability or validity of the remaining provisions.

## **19. Law and Jurisdiction**

- (a) These Terms are governed by and construed in accordance with the laws of Victoria, Australia. You submit to the non-exclusive jurisdiction of the Courts of Victoria and Courts of Appeal from them for determining any dispute concerning these Terms.

## **20. Feedback and Contact**

Your feedback is important to us and our community. We welcome and encourage you to provide feedback, reviews, comments and suggestions for improvements to the Site and our Service ("Feedback"). You may submit Feedback by contacting us at [support@voyak.com.au](mailto:support@voyak.com.au) or phone us on 07 3726 5090

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# Company Policies

## Privacy Policy

### 1. Overview

- (a) Thank you for using [www.voyak.com.au](http://www.voyak.com.au). This Privacy Policy is a statement by Voyak<sup>®</sup> AFS (ABN 90 184 842 780) ("we", "us", "our") and our related bodies corporate.
- (b) Your privacy is important to us and we are committed to protecting your privacy in accordance with the *Privacy Act 1988* (Cth) (**Privacy Act**), which includes the Australian Privacy Principles (**APPs**) and any related privacy codes.
- (c) This Policy outlines how we collect, use, disclose and store your personal information. This Policy will also let you know how you can access that information. It applies to all personal information collected via our website ([www.voyak.com.au](http://www.voyak.com.au)), mobile app and social media accounts (together, **Online Services**).

Please read this Policy carefully and contact us on 07 3726 5090 or email us at [support@voyak.com.au](mailto:support@voyak.com.au) if you have questions regarding this policy.

### 2. Consent

- (a) BY PROVIDING PERSONAL INFORMATION, YOU CONSENT TO US COLLECTING, USING, STORING AND DISCLOSING YOUR PERSONAL INFORMATION IN ACCORDANCE WITH THIS POLICY OR AS REQUIRED OR PERMITTED BY LAW.
- (b) You may refuse to give us your consent, and you may withdraw your consent, to some or all of the purposes in this Policy. However, if you do so:
  - i. we may not be able to provide our Online Services to you; and
  - ii. you may need to stop using our Online Services.IF YOU CONTINUE USING OUR ONLINE SERVICES, THEN WE WILL TREAT YOUR USE AS YOUR CONSENT TO US HANDLING YOUR PERSONAL INFORMATION IN ACCORDANCE WITH THIS POLICY.

### 3. What kinds of personal information do we collect and hold?

- (a) The type of personal information we collect will depend on the circumstances of its collection and the nature of the dealings with us. This information may include:
  - i. your name, current and previous addresses, contact details, date of birth;
  - ii. payment and transactional information, such as credit card details;
  - iii. your preferences and opinion about types of products and/or services.
  - iv. your device ID, device type and information, geo-location information, computer and connection information, statistics on page views, traffic to and from the sites, ad data, Internet Protocol (IP) address and standard web log information;
  - v. information contained in any communications between you and us;
  - vi. any information about you that you provide through our Site or social media, including information you provide if you participate in a survey, promotion or competition.

This is not an exhaustive list.

## **4. Why do we collect your personal information?**

- (a) We collect your personal information primarily to interact with you, to give you information about our products and services and provide you with our products and services.
- (b) Some ways we use your personal information are:
  - i. to interact with you;
  - ii. to provide you with our products and services, including accepting and processing your bookings and providing refunds or discounts;
  - iii. to give you information about our products and services;
  - iv. to develop consumer insights so we can better understand your preferences and interests, personalise your experience and enhance the products and/or services you receive;
  - v. to perform administrative and operational functions;
  - vi. to comply with any legal requirements; and
  - vii. for any other purpose for which you give your consent.

## **5. How we collect your personal information?**

### **5.1 You provide it to us**

We collect personal information directly from you when you:

- (a) use our Online Services;
- (b) set up an account with us;
- (c) share personal information with us via our Site, app, or social media;
- (d) communicate with us;
- (e) participate in one of our surveys, promotions or competitions;
- (f) interact with our Site, app, or social media and advertising; and
- (g) make a booking to use one of our products or services.

### **5.2 We collect it**

We also use cookies to collect personal information when you use our Site. We explain our use of cookies, below.

- (a) Cookies are small data files transferred onto computers or devices by websites.
- (b) When you use or access our Site, we may collect information by sending and storing cookies from our Site to your device.
- (c) Cookies tell us when you visit our Site, which pages you visit and the information you download. They also remember your details and preferences so you can easily continue your browsing session when you return to our Site.
- (d) If you do not want to activate cookies, you can opt-out of receiving them by amending the settings of your internet browser, however, you may find that some parts of our Site will have limited functionality and personalisation if you do so.

### **5.3 We collect it from third parties**

We may also collect your personal information from third parties including:

- (a) service providers;
- (b) credit reporting bodies;
- (c) marketing companies;
- (d) referrals who may have referred you to us; and organisations with whom we have an agreement to share information for marketing purposes.

## **6. Disclosing your personal information**

- (a) We may disclose your personal information to these third parties:
  - i. to our related entities and all employees of those entities;
  - ii. to our business or commercial partners, including the owners or operators of any app or platform for which you have subscribed through us or in connection with us;
  - iii. to our professional advisers, dealers and agents;
  - iv. third parties and contractors who provide services to us, including customer enquiries and support services, debt-recover functions, information technology service providers, marketing, advertising and door-knocking services;
  - v. payment systems operators;
  - vi. our sponsors or promoters of any competition that we conduct; and
  - vii. any third parties authorised by you to receive information held by us.
- (b) We may also disclose your personal information if we are required, authorised or permitted by law.
- (c) By providing us with your personal information, you consent to us disclosing your personal information to third parties located overseas and acknowledge APP 8.1 does not apply to any such disclosure.
- (d) You further acknowledge:
  - i. we are not responsible for the privacy practices of third parties located overseas; and
  - ii. we are not required to ensure do not have to ensure third parties located overseas handle your personal information in compliance with the Privacy Act and the APPs.

## **7. Using your personal information for direct marketing**

- (a) We or our business partners may use your personal information to contact you via phone, SMS, email or mail to promote and market our products and services.
- (b) By providing us with your personal information, you consent to us or our business partners contacting you for direct marketing purposes.  
You can opt-out from being contacted by us or our business partners for direct marketing purposes by using the unsubscribe facility included in each direct marketing communication we send.

## **8. Security**

- (a) We hold your personal information in electronic form, in secure databases that are owned and operated by our third-party service providers such as Google Cloud Platform for Cloud Computing (GCP) Services and Stripe for Payment Processing.
  - i. GCP has servers globally including Australia. Your data will be stored in Australian based Servers.

- (b) You can read more on Google's Cloud Security features through their 'Trust & Security' section at [www.cloud.google.com/security](http://www.cloud.google.com/security)
- (c) You can read more on how Stripe manages Payment Security through 'Security at Stripe' section at [www.stripe.com/docs/security/stripe](http://www.stripe.com/docs/security/stripe)

While we take reasonable steps to ensure your personal information is protected from loss, misuse and unauthorised access, modification or disclosure, security measures over the internet can never be guaranteed. This means we cannot guarantee the security of your personal information. In the event of a data breach, we will comply with the required data breach reporting laws.

## **9. Links to third party websites**

- (a) Our Online Services may contain links to websites, other apps and social media platforms operated by third parties.
- (b) Those links are provided for convenience and may not remain current or be maintained. Unless stated otherwise, we are not responsible for the privacy practices of, or any content on, those linked websites, and have no control over or rights in those linked websites.  
The privacy policies that apply to third parties' websites may differ substantially from this Policy, so we encourage you to read those privacy policies before using those websites.

## **10. Accessing or correcting your personal information**

### **10.1 Accessing your personal information**

- (a) If you would like to access your personal information, please contact us on 07 3726 5090 or email ([support@voyak.com.au](mailto:support@voyak.com.au)).
- (b) While we try to give you access to your personal information free of charge, we may charge you a reasonable fee to cover costs associated with:
  - i. searching for, locating and retrieving your personal information; and
  - ii. reproducing and sending you your personal information.
- (c) In certain circumstances, we may not be able to give you access to your personal information. In these circumstances, we will write to you to explain why we cannot comply with your request.
- (d) We will try to respond to your request for access within 14 days of receiving your request.

### **10.2 Correcting your personal information**

- (a) We try to ensure any personal information we hold about you is accurate, up-to-date, complete and relevant; however, it is your responsibility to advise us of any changes to your personal information.
- (b) If you believe the personal information, we hold about you is inaccurate, out-of-date, incomplete, irrelevant or incorrect, please contact us on 07 3726 5090 or email ([support@voyak.com.au](mailto:support@voyak.com.au)) and we will take reasonable steps to ensure it is corrected.
- (c) We will try to respond to your request for correction within 14 days of receiving your request.

## **11. Destroying or de-identifying personal information**

We destroy personal information when we no longer need it, unless we are otherwise required or authorised by law to retain the information.

## **12. Making a complaint**

- (a) If you believe your privacy has been breached or you have a complaint about our handling of your personal information, please contact us on 07 3726 5090 or email ([support@voyak.com.au](mailto:support@voyak.com.au))
- (b) We take privacy complaints seriously. If you make a complaint, we will respond within a reasonable time to advise you of the person responsible for managing your complaint. We will try to resolve your complaint within 14 days. When this is not reasonably possible, we will contact you within that time to let you know how long we will take to resolve your complaint.
- (c) We will investigate your complaint and, where necessary, consult with third parties about your complaint. We will decide how to address your complaint and write to you to explain our decision.

If you are not satisfied with our decision, you can refer your complaint to the Office of the Australian Privacy Commissioner. Details about how to file a complaint can be found at [www.oaic.gov.au](http://www.oaic.gov.au)

## **13. Changes**

- (a) We may, from time to time, amend this Policy, in whole or part, in our sole discretion.
- (b) Any changes to this Policy will be effective immediately upon the posting of the revised Policy on our Site.  
Depending on the nature of the change, we may announce the change on our Site home page or by email (if we have your email address). However, in any event, by continuing to use the Online Services following any changes, you will be deemed to have agreed to such changes.

## **14. Feedback and Contact Details**

Your feedback is important to us and our community. We welcome and encourage you to provide feedback, reviews, comments and suggestions for improvements to the Site and our Service ("Feedback"). You may submit Feedback by contacting us at [support@voyak.com.au](mailto:support@voyak.com.au) or phone us on 07 3726 5090

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# COVID-19 Policy

**TL; DR Version:** Please follow any Federal, State, Local advice on COVID-19 including nationally recognised advice on:

1. Social Distancing (1.5 meter apart from each other)
2. General Hygiene (including hand washing and sanitising)
3. Wearing a face mask where recommended or enforced by authorities

This is essential to limit the spread of COVID-19.

Finally, cooperate with COVID-Safe Plans as set by the Accommodation in which you're staying. All Accommodations are required by legislation to have appropriate COVID-Safe Plans in place.

## 1. Introduction

- (a) We all want to be able to travel without any restrictions. In-fact, travel works best when its unrestricted. However, with COVID-19, travel will not be same for a while and we will have to do our bit to limit the spread of COVID-19.
- (b) Voyak<sup>®</sup> therefore is strongly committed to ensuring, as far as is reasonably practicable, the health, safety and welfare of Guests and Accommodation Providers (AP's) in accordance with its duty of care and obligations under applicable State-based occupational health and safety legislation.
- (c) For the sake of clarity, we note that the World Health Organisation (WHO) declared in March 2020 that the coronavirus (COVID-19) was a pandemic.

## 2. Purpose

- (a) The purpose of this policy is to set out our approach to health and safety within the travel community in relation to the outbreak of COVID-19.
- (b) This policy uses the advice as set by Federal and State authorities. This policy will change as the advice from Federal and State Government changes.

## 3. Scope

- (a) This policy applies to all Guests and AP's who use Voyak<sup>®</sup> for accommodation related services.

## 4. Statement of Commitment and Role of Company

Voyak<sup>®</sup> is committed to:

- (a) following, partnering and consulting with third-party and government agencies in relation to COVID-19 to ensure the resolution of any occupational health, contact-tracing and safety issues; and

- (b) slowing the spread of COVID-19 by disseminating information to Guests during a "Booking" and AP's
- (c) assisting Guests and AP's in queries they may have in relation to COVID-19

## **5. Dissemination of Policy**

- (a) This Policy is made Public and is accessible to Guests and AP's using Voyak<sup>®</sup> for any accommodation services.

## **6. Your Role**

- (a) As a Guest:
  - a. Follow Federal, State, Local and Accommodation specific advice on COVID-19 including nationally recognised advice on:
    - i. Social Distancing (1.5 meter apart from each other)
    - ii. Hand Washing (including sanitising with an alcohol based sanitiser)
    - iii. And specific advice on wearing a face mask as required by some States
- (b) As an AP:
  - a. Set out a COVID-Safe Plans as required by State and Local Governments in your Accommodation and ensure that that you communicate this effectively to the Guest upon arrival.
  - b. Ensure that Hand Sanitisation Stations are installed at Reception so that Guests upon arrival can sanitise their hands.

## **7. Review**

- (a) This document will be reviewed annually or more frequently, if required, by Voyak<sup>®</sup> in consultation with AP's and third-party agencies to ensure continued compliance with occupational health and safety legislation in relation to COVID-19.
- (b) Please forward your questions / queries to [support@voyak.com.au](mailto:support@voyak.com.au) or call us on 07 3096 5090.

# Extenuating Circumstances Policy

The "Extenuating Circumstances Policy" deals with circumstances that generally are out of the control of Voyak<sup>®</sup> (such as a Global Pandemic, Bushfires). In these circumstances, we may:

- (a) at our discretion, implement and activate our own Cancellation and Refund policy and override any AP "Cancellation and Refund" policies.
- (b) both Guests and AP's agree to be bound by it. In the event of any inconsistency between our policy and the AP's policy, our policy will prevail.
- (c) as such; all "Bookings" will be cancelled by us
- (d) we may, consult with third-party or government agencies in making such decisions
- (e) as a Guest, you may be eligible for a full or partial refund depending upon the circumstances
- (f) we may as part of this policy, communicate and consult with AP's prior to making such decisions (time permitting) and inform Guests through email or text message

Policy Last Updated – 03-August-2020