



Rae's

HOTEL, SPA & RESTAURANT

RAE'S ON WATEGOS - TERMS AND CONDITIONS OF USE

1. General

- 1.1. This website is owned, operated and maintained by Rae's on Wategos Pty Ltd (ACN 164 962 494) (**Rae's, we or us**). The Terms and Conditions of Use (**Terms of Use**), together with our Privacy Policy, apply to your use of Rae's website at www.raes.com.au (**website**).
- 1.2. Please read these Terms of Use carefully before accessing or using the information, products and services available through the website. By accessing or using the website you indicate that you have read, understood and accept these Terms of Use, together with our Privacy Policy, and that you agree to be bound by them. If you do not wish to comply with the Terms of Use, you should not access or use this website.
- 1.3. Rae's reserves the right to change, update, or correct the Terms of Use or any information contained on the website at any time without notice by posting amended Terms of Use to the website. Your continued use of the website means that you accept and agree to the revised Terms of Use. If you do not accept these Terms of Use (as amended from time to time), you should stop accessing and using the website immediately.

2. Information provided on this website

- 2.1. The purpose of this website is to provide you with information about Rae's and to assist you in booking accommodation at Rae's. The website includes a reservation facility which has additional Booking Terms and Conditions.
- 2.2. Information **on** this website is accurate and current at the date the information was published on the website, but it is subject to change at any time and Rae's does not warrant the accuracy or completeness of the information provided and we are under no obligation to update this information nor notify you of any changes unless required by law. Rae's assumes no responsibility or liability for any such inaccuracies, errors or omissions, and Rae's shall have no obligation to honour reservations or information affected by such inaccuracies or errors.
- 2.3. We do not recommend or endorse any goods, services or third party content appearing on, or via, this website, or any user generated content appearing on or via social media pages or other sites which are linked to this website, nor imply any association with their owners or operators. Such third party references or links are provided for your information and convenience only. Your linking to or from these sites, or use of, or reliance on, such sites, products or services is at your own risk. We have no control over the contents, quality, integrity of those third party sites, products or services, and Rae's accept no responsibility for them or for any loss or damage that may arise from your access to, and use of, them (notwithstanding anything else contained herein or otherwise).

3. Access and use of this website

- 3.1. In using and or accessing this website, you must not attempt to:
 - 3.1.1. undermine the security or integrity of Rae's computing systems or networks, or any computing systems or networks involved in maintaining this website; or
 - 3.1.2. gain unauthorised access to any systems or materials other than those you have been given express permission to access.
- 3.2. You agree that you will not use or misuse this website in any way which may:
 - 3.2.1. impair the functionality of this website;
 - 3.2.2. impair any other person's ability to use the website; or
 - 3.2.3. disrupt the systems used in the course of delivering this website.
- 3.3. This website is for personal, non-commercial use only. You may print off copies and download extracts, of any page(s) from this website for your personal reference. You are not allowed to modify, adapt, copy, distribute, transmit, display, reproduce, publish, license, incorporate in other works (whether electronic

or not), transfer, or sell any information, software, products or services found on or obtained from this website.

- 3.4. You agree to make a legitimate reservations on your own behalf or for another person whom you are legally authorised to act for and for no commercial or other purpose, including, without limitation, for the purposes of reselling rooms or reservations, marketing, posting on third-party sites, advertising or otherwise distributing rooms or reservations, making false, fraudulent or speculative reservations or reserving rooms in anticipation of demand.
- 3.5. Should this website provide you with the means to register and obtain the use of usernames, passwords or codes to access certain features, you accept that you have sole responsibility to maintain the confidentiality of your access codes, and for any activities that occur under your account.
- 3.6. You must not use this website to post, distribute or transmit any material:
 - 3.6.1. which is fraudulent, restricted, prohibited or otherwise unlawful or which is prohibited by these Terms of Use;
 - 3.6.2. in a manner that will infringe software, data, or material protected by trade secret, copyright, patent or other content which is subject to third party intellectual property rights;
 - 3.6.3. that contains a virus, worm, Trojan, or other harmful software or component;
 - 3.6.4. that is or likely to defame, harass, threaten, abuse, menace, offend, violate the privacy of, or incites violence or hatred against, any person or class of persons, or which could give rise to civil or criminal proceedings;
 - 3.6.5. which contains any sexually explicit, indecent, racially, ethnically or otherwise objectionable or offensive material;
 - 3.6.6. which interferes with other visitors to the website, or restricts or hinders any person from accessing or using the website.
- 3.7. Rae's will not be liable to you or any third person for any loss or damage arising out of, or in connection with, any virus, system failure or other technologically harmful material that may infect your computer equipment, systems, or data due to your access to, or use of, this website or any links to third party sites, and for the downloading of any material posted on this website or any third party site.

4. Termination and suspension

- 4.1. Rae's reserves the right, at any time and at its sole discretion to, with or without cause or any notice to you, terminate your access to the website, reservation facility, products and services, or suspend or block your access to the website, reservation facility, products and services. Rae's will not be liable to you or any third party for any such suspension or termination.

- 4.2. Without limiting the generality of the foregoing, Rae's may suspend or terminate your access to, or use of, the website, reservation facility, products and services for breaching these Terms of Use, the House Rules, our Privacy Policy or any other policies or guidelines or agreements between the parties.
- 4.3. Rae's may, at any time and at its sole discretion, discontinue the website (or any part thereof) without further notice to you. Rae's will not be liable to you or any third party if for any reason this website is unavailable at any time or for any period.

5. Intellectual Property

- 5.1. All information, text, materials, graphics, logos, button icons, video and audio clips, trade marks (whether registered or not), layout, control features, advertisements, arrangement, graphical user interface, look and feel, databases, images, links, and software published or otherwise contained on this website (**Content**) are the exclusive property of Rae's or its licensors. This Content is protected by copyright, trademark and other intellectual property laws.
- 5.2. Unless otherwise expressly stipulated in the Terms of Use, the Content may not be copied, distributed, displayed, reproduced or transmitted, in any form or by any means without the express prior written permission of Rae's. If you print off, copy, download or retransmit any part of the website in breach of these the Terms of Use, your right to use this website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

6. Links to this website

- 6.1. You may link to our home page website provided you obtain our prior written consent. You may not link to any part of this website other than the home page. Any links must not cause damage or take advantage of our reputation, and must not be established from any website that you do not own. You must not establish a link that may suggest any form of connection, association, approval or endorsement from Rae's where none exists. To request our written consent, please contact us via email at contact@raes.com.au.
- 6.2. We reserve the right to withdraw permission to link to our website without notice to you.

7. Limitation of liability and indemnity

- 7.1. To the extent permitted by law, Rae's and its officers, affiliates, employees, partners and representatives, hereby expressly exclude:
 - 7.1.1. all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and

7.1.2. any liability to you or any third person however arising (and whether arising under statute, in tort (for negligence or otherwise), breach of contract or otherwise, even if foreseeable) for:

- (a) personal injury or death to you or any third person;
- (b) special, direct, indirect or consequential loss or damage; or
- (c) loss of income or revenue, loss or interruption of business, loss of profits, revenue or contracts, loss of anticipated savings, loss of data, loss of use, loss or privacy, loss of goodwill, wasted management or office time and for any other loss or damage of any kind,

in any way connected with the website, the booking facility, the products or services, or in connection with the use, inability to access or use the website, or any Content or information contained on the website.

7.2. Without limiting the generality of the foregoing, we acknowledge that the laws in certain jurisdictions including Australia may imply warranties and conditions or impose obligations on the supply of goods and services through or by means of the website which cannot be excluded, restricted or modified except to a limited extent. If any such laws apply, then to the fullest extent permitted by the law of the relevant jurisdiction, and in the case of Australia to the extent permitted by the Competition and Consumer Act 2010 (Cth), our liability is limited, and if any liability remains it will be limited to any one or more of the following in our sole discretion:

- 7.2.1. in the case of any products, the replacement or repair of the products, or the supply of equivalent products, or the payment of the cost of repairing or replacing the products or supplying equivalent products; and
- 7.2.2. in the case of any services, the supply of the services again or the payment of the cost of having the services supplied again.

7.3. Without limiting the generality of the foregoing, you agree that in no event shall our maximum aggregate liability exceed one hundred dollars (AUD\$100.00). You agree to indemnify us, our directors, officers, affiliates, employees, partners and representatives from and against all actions, claims, suits, demands, damages, liabilities or costs (including legal costs) arising from, as a result of, or which is directly or indirectly related to:

- 7.3.1. the use of the website, the booking facility or any other products or services used or accessed via, or associated with, the website;
- 7.3.2. a breach of these Terms of Use; or
- 7.3.3. an infringement of any rights of another.

8. No Waiver

- 8.1. Rae's failure to exercise any of its rights and remedies does not constitute a waiver of such rights or remedies. Failure on Rae's part to insist on the performance of your obligations under the Terms of Use will not relieve you from compliance with your obligations.
- 8.2. Should Rae's waive any default, this does not constitute a waiver of any subsequent defaults.
- 8.3. No waiver shall be effective unless expressly stated by Rae's to be a waiver and communicated to you in writing.

9. Severability

If any court decides that any of the provisions of these Terms of Use are invalid, unlawful or unenforceable to any extent, that term will, to that extent only, be severed from the remaining terms. The rest of these Terms of Use will continue to be valid.

10. Entire agreement

- 10.1. These Terms of Use, our Privacy Policy, and any documents referred to in them, constitute the entire agreement between the parties, and supersede all previous discussions, correspondence, negotiations, previous arrangements, understandings or agreements between the parties relating to the subject matter.
- 10.2. You acknowledge that, in entering into these Terms of Use, you do not rely on, and subsequently will not have any remedies for, any representation or warranty that is not set out in these Terms of Use.

11. Governing law

These Terms of Use are governed by and construed according to the law of the state of New South Wales, Australia. By using the website you submit to the exclusive jurisdiction of the courts of New South Wales, Australia.

If you have any questions in relation to the use of this website or the Terms of Use please contact us by email at contact@raes.com.au.

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