

TERMS AND CONDITIONS

ACCEPTANCE OF TERMS AND CONDITIONS

Superior Housing Pty Ltd ACN 684 231 721 ("**Superior**") provides temporary residential solutions in appropriately furnished and equipped houses, with all utilities connected and for a flexible length of stay. By making a booking with Superior, the RO, the RP and (if applicable) the Booker agree to the terms and conditions set forth and an agreement is formed between the Booking Parties and Superior.

Any Responsible Organisation ("**RO**") can identify a need for a temporary House which must be used solely for Quiet Residential Purposes.

The RO must appoint and authorise a Responsible Person ("**RP**") to act on its behalf. The RP must determine whether any temporary residence offered by Superior is suitable for the RO's and Occupant's purposes and the RP will be the key decision maker and become a contracting party for any bookings together with the RO. The RP or RO must immediately notify Superior in writing if the RP becomes unavailable to respond to any enquires or if the RP changes during the duration or course of any bookings.

The Parties agree that no booking is confirmed unless confirmed in writing by Superior.

DEFINITIONS

Admin Fee means 10 per cent;

Antisocial Behaviour includes, but is not limited to, excessive and frequent noise, smoking in enclosed common areas, inappropriate use of the House or areas surrounding the House Booking, loud and disruptive behaviour or use of foul language, vandalism, dumping, any illegal activities, harassment, and threats;

Booker includes a booking agent;

Booking Parties means the RO, the RP and (if applicable) the Booker;

House Booking means the house that has been booked for the Occupant by the RP on behalf of the RO;

Confidential Information means any information (in any form) in respect of the RO, RP, Occupant and Visitors including information concerning the Occupant's Reason for the House Booking;

Extraordinary Additional Cleaning means any extra cleaning services including, but not limited to, steam cleaning carpets and furnishings, removal of excessive rubbish, removal of stains on walls and any cleaning services that require the use of a specialised cleaning service but does not include any standard cleaning services including, but not limited to, vacuuming, wiping, washing of sheets and dish washing;

Force Majeure Event means any occurrence or omission as a direct or indirect result of which the party relying on it is prevented from or delayed in performing any of its obligations under these Terms and Conditions and which is beyond the reasonable control of that party and could not have been prevented or mitigated by reasonable diligence or precautionary measures, including forces of nature, natural disasters, acts of terrorism, riots, revolution, civil commotion, epidemic, industrial action and action or inaction by a government agency but does not include any act or omission of a subcontractor (except to the extent that act or omission is caused by a Force Majeure Event).

House also includes apartments, villas and townhouses;

Major Damage Event means an event caused directly or indirectly by the Occupant of the House Booking that results in damages beyond Minor Repairs and cannot be occupied under law;

Major Repairs mean any repairs that require experienced tradespeople and cannot be conducted within a short time, such as any repairs that threaten a House's structural integrity, pose a risk to lives, make the House unsafe or insecure, or prevent access to essential services;

Minor Repairs mean any repairs that can be conducted within a short time, such as the repair of lights, locks, or minor plumbing. It does not include any Major Repairs;

Occupant means the person or persons that is authorised by the RP to reside at the House;

Occupant's Reason means the Occupant's employment and circumstances including, but not limited to, their age, sex, gender, medical history, background, and mental capacity;

Pet Damage means any damage or mess caused directly or indirectly by the pet and includes, but is not limited to, soiled bedding, furnishings and floorcoverings; scratched furniture, damaged gardens, damaged fly screens and marks to walls and general paintwork;

Pet Documentation means any necessary information required to identify the pet, including, but not limited to, its type, breed, size, colour, vaccination and microchip status, sex, and whether it's used as a companion pet;

Reservation Documents include the House Booking Confirmation or document;

Responsible Organisation include an Australian government department, an insurance company, an Australian corporation or business, and a travel booker representing these;

RO means the Responsible Organisation;

RP means the person acting on behalf of and authorised by the RO, and it includes staff members, ongoing and non-ongoing contractors, case managers and insurance case managers;

Visitor means a person who temporarily stays at the House and lives elsewhere and has a different address on their documents; and

Quiet Residential Purposes means to use the House solely for residential accommodation and must not be used for commercial purposes, to hold parties and functions or any Antisocial Behaviours.

1. Superior's Responsibility

Superior agrees to provide a House that is reasonably safe, secure, private, well maintained, and reasonably equipped with all utilities connected for the Occupant.

Immediately prior to the commencement of the House Booking, Superior will inspect the House, making sure that the property meets any applicable health and safety laws and regulations, including providing and maintaining locks or other reasonably required security devices to ensure the property is reasonably secure.

2. RO's Responsibility

The RO agrees that:

- a) Superior is not responsible or liable for the actions or inactions of any Occupant or Visitors at the House during the period of the House Booking;
- b) it is liable and must indemnify Superior for all costs and expenses incurred by Superior for the repair or removal associated with any deliberate or careless breakage, damage (and/or loss) of any part of, or entirety of, the House

structure (both internal and external), landscaping, furniture, fittings and/or equipment in the House and/or its contents absolutely;

- c) Superior reserves the right to charge an Admin Fee to any repair or removal invoice and the RO must pay within five business days of its receipt of the invoice;
- d) Superior has not been provided with any Confidential Information regarding the Occupant; and
- e) The RP is an authorised person and the RO is responsible for the RP's actions, inaction, negligence and well-being.

2A. RP's Responsibility

The RP must:

- a) provide Superior (or the Booker if applicable) with accurate information when making a booking for a House and must ensure that the information provided remains accurate for the duration of the House Booking;
- b) make a booking for a House that it determines to be best suitable for the Occupant;
- c) authorise the use of the House for any Visitor and is responsible for supervising and controlling any activities undertaken therein;
- d) must not alter, build, install, or demolish the House or any part of the House without obtaining Superior's written approval and direction;
- e) be fully qualified and experienced to manage the House Booking, which includes but is not limited to:
 - a. ensuring that the Occupant complies with its obligations under these Terms and Conditions;
 - b. ensuring the Occupant is responsible and contactable and remains responsible and contactable during the duration of the House Booking; and

- c. obtaining the relevant training and guidance if required;
- f) ensure that the House is used only for Quiet Residential Purposes and that any Antisocial Behaviours are prevented;
- g) provide their own fire extinguishers and any other safety fire prevention devices at the House (if they deem necessary) and ensure that the Occupants are aware of its functions and procedures; and
- h) immediately contact Superior when it becomes aware of any issues and problems relating to the House or Occupant.

3. Damage to property and contents

Depending on the severity of the damage and any safety concerns, Superior agrees to manage any Minor Repairs and Major Repairs process, and the replacement of any contents as and when necessary. The RO and RP must not conduct any repairs without the written consent of Superior.

Damages notified during the House Booking or identified after the Occupant's departure will be assessed and documented. Superior will provide supporting evidence (such as photos) where possible, however confidentiality and access may restrict Superior from providing a complete record and understanding of all events.

Superior is not responsible for any damage to any vehicle while in the driveway or in the vicinity of the House.

In all event, the RO agrees to indemnify Superior for all costs and expenses Superior incurs as a result of repairing any damages caused by the Occupant.

3.1 Replacing contents due to damage or theft

In the event that contents at a House are damaged or deliberately removed from the House by the Occupant or Visitor and require replacing, a separate invoice will be provided to the RO outlining the damaged or missing items and the reasonable replacement cost and the RO must make payment within five business days. Superior at its discretion can charge an Admin Fee.

In sourcing replacement contents Superior seeks to purchase these items at the best available advertised rate.

Superior reserves the right to invoice for contents in advance of the purchase. In these instances, evidence of the exact item that will be purchased will be submitted with the invoice.

Where contents are damaged but are still functional (e.g. a dented fridge), Superior will assess the extent of damage and charge a proportionate cost for repairing the damaged item.

In all event, the RO agrees to indemnify Superior for all costs and expenses Superior incurs as a result of replacing or repairing the damaged contents.

3.2 Obtaining quotes for property damage

Superior will source at least one written quote for repairing the damages (“Superior Quote”) from a suitable qualified and certified tradesman. This quote will clearly state the damage, the full cost for completing the repairs, as well as the number of business days required to complete the repairs. The quote may or may not include rubbish removal and/or extensive cleaning (depending on the damage). A condition of the Superior Quote may require the repairer to commence the repair work within 48 hours of the quote being approved.

If the RO requires more than one Quote to be considered for the repairs (“Alternative Quote/s”), Superior will provide access to the House Booking for the purposes of providing the Alternative Quote. The scope of works (including the quality of materials and workmanship) of the Alternative Quote must be equal to that of the Superior Quote. The RO is responsible for collating all quotes (if more than one quote is required) and advising Superior when a repairer has been selected.

In the event that a Superior House is damaged, the nightly accommodation charges apply from the departure date of the Occupant until the property has been completely and fully repaired; Superior has undertaken a final inspection with the repairer; and Superior is satisfied with the completed repairs. For avoidance of doubt, Superior will continue to charge the nightly accommodation charges in event of any delay in the RO’s consideration and/or approval of the repair quote/s.

Should the RO select the Alternative Quote to undertake the repairs, they guarantee that the repairs will fully restore the House to its condition prior to the commencement of House Booking. In the event that the Alternative Quote repairer does not repair the House to the complete satisfaction of Superior, the RO agrees to indemnify Superior for any additional charges Superior incurs in returning the Property to its condition prior to the House Booking.

Should Superior not receive instructions from the RO within 14 days of the quote being submitted by Superior, Superior reserves the right to appoint their chosen tradespeople to undertake the repairs. In this instance, they will be advised that the repair work will be commencing as per the Superior Quote submitted.

In all event, the RO agrees to indemnify Superior for all costs and expenses Superior incurs as a result of repairing any damages caused by the Occupant or the RP to the House Booking.

3.3 Urgent repairs

Damage caused directly or indirectly by the Occupant, that poses an immediate and present danger to the Occupant staying at a Superior House will be repaired immediately by Superior.

The urgent nature of these repairs means that prior approval may not be possible.

Superior will facilitate and arrange for urgent repairs to a House when instructed by the RO or the RP residing within the House. Examples include (but are not limited to) replacing broken windows; changing door handles and locks; replacing large electrical items if broken beyond use; and completing make-safe repairs.

Superior will use their preferred trades and providers who are available 24x7 and no quotes will be submitted in advance of the work being performed. Evidence of costs will be provided by Superior when issuing an invoice for reimbursement.

The RO agrees to indemnify Superior for all costs and expenses Superior incurs under this clause 3.3 if the urgent repairs were the result of the Occupant or RP's actions.

4. Payment

Payment of Superior's invoice must be made by either the RO or RP upon confirmation of the House Booking. The Occupant cannot occupy the House without full payment of the first invoice being made. The number of nights charged on each invoice is agreed to between Superior and the RO or RP at the time of booking.

In the event that the term of a House Booking is extended, payment must be made immediately upon Superior's approval of each extension term.

Where an invoice has been issued to the RO or RP, payments must be made as directed on that invoice which will include any payment due date.

Superior accepts the following payment methods: Visa, Mastercard, American Express, bank deposit and electronic funds transfer. Payment by card attracts a 1.55% surcharge (and 2% for American Express).

5. Cancellations, postponements, delayed arrivals and early departures

72 hours' notice of cancellation, postponements, delayed arrivals and early departures is required for all lengths of stay to avoid nightly charges. Cancellations prior to the guest arriving attract an administration fee of one time the nightly accommodation rate if cancellation is made within 72 hours of the expected arrival. Any keys that have been provided to the RP must be immediately returned to Superior. Should the term of the House Booking need to be reduced, three nights' notice is required. In the absence of this full notice, Superior will charge three times the nightly accommodation rate minus the number of days' notice given.

6. Minimum stay

Superior does not offer short stay accommodation. The RO or RP must make a House Booking for an agreed minimum stay, as agreed between Superior and the RO or RP. The minimum stay is agreed to on a case-by-case basis, recognising that each request is different. The minimum stay is a period of consecutive months, and it is not a period of days or weeks.

7. Extension to departure date

Upon the request of the Booking Parties to extend the House Booking, Superior will, at its sole discretion, choose whether to accept that request. If Superior accepts the Booking Parties' request for an extension of the House Booking, Superior will provide an invoice for the new term of the House Booking and the RP must make payment in accordance with clause 4.

8. House selection

All information and photographic material presented on the website and in promotional files is indicative and provided in good faith. It provides an indication of the style and standard of accommodation and might not represent the exact layout and furnishings of the House that is booked. In case a House becomes unavailable, Superior reserves the right to replace the booked House with an equivalent or upgraded House and the RO or RP will not incur any additional fees or expenses.

9. House usage

Superior will take all reasonable steps to ensure that the Occupant has the right to quiet enjoyment of the House and to live in peace and harmony with their neighbours.

The House is to be used for Quiet Residential Purposes only, and the RP is responsible for ensuring that its Occupants adhere to the Quiet Residential Purposes. The number of people occupying a house must not exceed the number stated on the Reservation Documents.

At times, Superior may receive complaints from third parties regarding the Occupant's conduct. If, in Superior's reasonable opinion, the complaint is substantiated, Superior will notify the RP in writing, and the RP must rectify the complaint to Superior's satisfaction within five business days.

If the House is not, or in Superior's reasonable opinion will not, be used in accordance with this clause 9, the House Booking will be terminated immediately, and the Occupants must leave immediately. In such a case, the RP will not be entitled to a refund and must indemnify Superior for all costs and expenses that it incurs as a result of evicting the Occupants.

10. No smoking policy

All Superior Houses are non-smoking. Smoking of any kind, such as cigarettes or vapes, inside the house is strictly prohibited. Superior is entitled to charge the RP any reasonable costs associated with deodorising and neutralising the effects of smoking indoors.

11. Fire Alarms

All Superior Houses have fire and smoke detectors installed. These detectors must not be touched, altered or interfered with in any way including covering the smoke detector. Should any Occupant interfere with the smoke alarm as outlined above, the RO will be liable for all damage caused by any fire or smoke in the property.

Should a smoke alarm start to beep and there is no presence of smoke or fire, or should the Occupant believe that the smoke alarm is defective, the Occupant, the RP or the RO must contact Superior immediately on 0484 111 444. Superior will promptly make an assessment as to whether to replace or repair the smoke alarm defect and must carry out such action within five business days to rectify the defect.

Every House will have one fire blanket located in the kitchen cupboard at the time of check-in. The RP must ensure that the Occupant is aware of its location and the steps and procedures for the deployment of the fire blanket. If the RP or Occupant cannot locate the fire blanket, the RP must immediately notify Superior and Superior will promptly supply the House with a fire blanket.

12. Cleaning

The Occupant must treat the House with respect and, upon the expiry of the House Booking, leave the House in a neat and tidy condition, including the removal of all excess food and grocery items, and ensuring all personal belongings are removed. If the House requires Extraordinary Additional Cleaning, any costs incurred will be invoiced to the RO and Superior is, at its sole discretion, entitled to charge an Admin Fee.

Superior will not be responsible for any personal belongings left at the House after the House Booking ends.

13. Indemnification

- a) The RO must indemnify and keep indemnified Superior and its officers, employees and agents from and against all losses, costs, claims, demands, damages and expenses (including reasonable legal costs and expenses) that may be brought against, made upon, or suffered or incurred by Superior, and its officers, employees and agents arising directly or indirectly as a result of or in connection with all damages, breakage or destruction of property (in part or in whole) of the House Booking or any surrounding property; and
- b) the Occupants' activities during the period the House Booking.

Notwithstanding any other provision of these Terms and Conditions, the RO is liable for any loss of production, loss of revenue, loss of profit or anticipated profit, loss of anticipated savings or wasted overheads, loss of business reputation, business interruptions of any nature, loss of opportunities, or any indirect or consequential loss arising in connection with a Major Damage Event such as a deliberate house fire.

14. Insurance

You are required to insure your own contents. If you decide that deliberate damage needs to be included in your policy, discuss this with your insurer. Superior holds no insurance policy that covers deliberate damage. As such, all ROs understand that they are fully liable for all deliberate damage to the House including the building and

its contents and must indemnify Superior against all costs associated with the repair of such damages.

15. Lockouts and loss of garage remotes and keys

In the event that an Occupant locks themselves out of the House, the RO may elect to contact Superior and upon the request of the RO, Superior may either provide access to a lockbox located on the side of each House containing an emergency key or provide a spare key. However, if the emergency key is not in the lockbox, Superior takes no responsibility. The RP in the house must respect the importance of returning the emergency key to the lockbox to avoid additional charges.

If garage remotes are lost or damaged, the RO must indemnify Superior for any costs or expenses associated with the replacement of them.

16. Pets and Animals

Pets are strictly not allowed under any circumstances unless approved in writing by Superior. The RP must, in writing, request permission from Superior and provide the Pet Documentation required by Superior, prior to making the House Booking or acquiring the pet. If the pet is approved by Superior in writing, the pet must be the same as described on the Pet Documentation. Permission must be requested for every additional pet proposed to be brought into the House, and the permission does not carry to another House Booking.

For the duration of the House Booking, the RP is responsible for ensuring that the approved pets are registered and microchipped and fully comply with any applicable laws and regulations.

The RO is responsible for any Pet Damage caused directly or indirectly by the pet and the RO must indemnify Superior for any expenses or costs associated with rectifying the Pet Damage. Furthermore, Superior is, at its sole discretion, entitled to charge an Admin Fee.

An additional cleaning fee will be added to the House Booking with approved pets.

Superior does not consider any livestock or exotic animals, including poultry, to be a pet, and the Occupant must not keep these types of animals at the House. Under no circumstance will Superior approve the keeping of any dangerous or menacing animals or pets.

17. Check-in and checkout time

Check-in is from 2:00pm and checkout is prior to 11:00am. Early arrivals and late check-outs can be arranged subject to availability and Superior, with the agreement of the RP.

18. Immediate termination of the House Booking

Without limiting any other rights of Superior contained in these Terms and Conditions, Superior may immediately terminate the House Booking if:

- a) There is a material breach of these Terms and Conditions by the RO, RP, Occupant or Visitors;
- b) The House is damaged beyond any Minor Repairs;
- c) The RP fails to respond to any reasonable enquires by Superior within five business days;
- d) The RP is no longer employed by the RO or is no longer capable of managing the House;
- e) The RO commits an act of bankruptcy or enters liquidation or has appointed to it any form of insolvency administrator or receiver or becomes a party to or attempts to enter into any composition or arrangement with its creditors (or any class of them) or is unable to pay its debts as and when they fall due; or
- f) The RP or RO commits a breach of these Terms and Conditions and, if the breach is capable of remedy, fails to remedy the breach within seven (7) days after being required in writing to do so.

Upon termination or end of the House Booking, the RP must ensure:

- a) All Occupants are relocated from the House;
- b) The House is cleaned in accordance with clause 12; and
- c) Any damage is reported to Superior.

Upon termination or end of the House Booking, the RO must:

- a) Pay any invoices provided by Superior pursuant to these Terms and Conditions or any other agreements entered into between the RO and Superior, or RP and Superior.

19. Notice

Any notice given:

- (a) must be in writing addressed to the intended recipient at the email address last notified by the intended recipient to the sender;
- (b) must be acknowledged by a person duly authorised by the sender, and
- (c) will be taken to have been given when delivered, received or delivered at the above email address. If delivery or receipt occurs on a day when business is not generally carried on in the place to which the notice is sent, or is later than 5pm (local time), it will be taken to have been duly given at the commencement of business on the next day when business is generally carried on in that place.

20. Privacy Policy

Superior's policy on the collection, use, and disclosure of the RO, RP, Occupant, Visitor and Pet information are set out in the Privacy Policy.

21. Force Majeure

Neither RO, RP and Superior will have any liability under or be deemed to be in breach of these Terms and Conditions for any delays or failures in performance of these Terms and Conditions which result from a Force Majeure Event. The party affected by such circumstances must promptly notify the other party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than six months, either party may terminate this agreement by written notice to the other party.