

## Website Terms and Conditions

Effective 21 December 2015

This is the website of Be. Fremantle Pty Ltd (A.C.N. 600 791 491) and its related bodies corporate (“**Be. Fremantle**”, “**us**” or “**we**”) which together provide the necessary intellectual property, skills and facilities required to operate an accommodation business.

By accessing this site you agree to accept, without qualification or limitation, all the terms and conditions as set out in this website terms and conditions. If you do not agree to the terms and conditions, you must not use this site. By visiting this website you acknowledge you will comply with the terms and conditions.

### **VARIATION OF TERMS AND CONDITIONS**

These are the current terms and conditions for use of this website. Be. Fremantle may at any time vary the terms and conditions by displaying the changes on this website. You are advised to refer to the terms and conditions regularly as you are bound by them when using this website.

Offers, promotions and other programs may be offered from time to time on this website. Any such offer, promotion and/or program will be subject to terms and conditions. Be. Fremantle reserves the right to alter, change, remove and/or replace any offer, promotion and/or program at any time without notice.

### **USE OF THIS WEBSITE**

This website is to provide you with information about Be. Fremantle and to assist you in making an accommodation reservation with us.

To use this website, you must have the legal capacity to enter an agreement, and you agree to at all times be bound by the terms and conditions herein.

If making a reservation via this website:

- 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 other purposes,
- You agree to the payment terms and cancellation policy provided herein,
- You warrant that all information you supply is true and correct, and
- You agree to pay fees, taxes, etc. specified herein.

Tel: (08) 9430 3888

[stay@befremantle.com.au](mailto:stay@befremantle.com.au)

43 Mews Road, Challenger Harbour, Fremantle WA 6160

PO Box 49, Fremantle WA 6959

[befremantle.com.au](http://befremantle.com.au)



### **UNLAWFUL OR PROHIBITED USE**

As a condition of usage of this website you agree that you will not use this website for any purpose that is unlawful or in any manner which violates any rights of Be. Fremantle or any relevant third party or associate of Be. Fremantle or which is prohibited under the terms of use.

### **LIABILITY**

To the full extent permitted by law, we exclude all liability in respect of loss of data, interruption of business or any consequential or incidental damages. To the full extent permitted by law, we exclude all representations, warranties or terms (whether express or implied) other than those set out in these terms and conditions.

These terms and conditions are to be read subject to any legislation which prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions, guarantees or obligations. If such legislation applies, to the extent possible, we limit our liability in respect of any claim to, at our option:

- the supply of our services again, or
- the payment of the costs of having the services supplied again.

By using our website you agree to indemnify us for any loss or liability arising out of your use of our website.

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- Display.

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### **DISCLAIMER**

Whilst Be. Fremantle has reviewed this website to ensure that the information on this website is free from error, it does not warrant the accuracy, adequacy or completeness of the information contained in the website.

Under no circumstances will Be. Fremantle, its officers, employees, agents, contractors or its related entities be liable for any direct, indirect, incidental, consequential and/or special damages, claim, loss, loss of profits or expense whatsoever which may result from any access or use, or any inability to access or use of the site or in connection with any material.

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This website may provide links with other websites operated by third parties. Be. Fremantle does not monitor these websites and is not responsible for their content. If you link to another website you do so at your own risk. Be. Fremantle makes no warranties regarding these websites.

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### **VIRUSES**

Be. Fremantle does not and will not guarantee that any file and/or program available for download and/or execution from or via this website is free from viruses or any other condition that may damage or interfere with data, hardware or software that may be used. On agreeing to these terms you release Be. Fremantle from all responsibility for the consequence of its use and take responsibility for all risk of use of programs and files on this website.

### **PRIVACY**

Your privacy is important to us and we would like to direct you towards our Privacy Policy for further information.

### **APPLICABLE LAW**

The use of this website is governed by, and is to be construed and enforced in accordance with the laws of Western Australia, Australia. By using this website you irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Western Australia.

Be. Fremantle makes no representation that the contents of this website complies with the laws of any country outside of Australia. If you access this website from overseas, you do so at your own risk and you are responsible for complying and abiding by the laws of the country from which you accessed this site.

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