



# OutdoorHQ

**Terms & Conditions**

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## 1. SERVICES PROVIDED BY OUTDOORHQ

1.1 The Website provides an online platform to allow OutdoorHQ Members and Landowners to connect through the website and set up bookings for Properties, Activities and Additional Items.

1.2 The Website displays information about Properties and other places or facilities and enables enquires to be made about any Property or Properties and other places or facilities displayed on the Website and to request a booking.

1.3 OUTDOORHQ accepts no responsibility for the actions of Landowners or OutdoorHQ Members or for any other user of the Website.

1.4 OUTDOORHQ is not an owner or operator or provider of any Property, Activities and Additional Items and OUTDOORHQ does not rent, manage, or control any of these. The responsibilities of OUTDOORHQ are limited to operating the Website in accordance with these Terms and Conditions.

1.5 OUTDOORHQ requires Landowners to provide correct information about Properties. However, OUTDOORHQ expressly disclaims any liability for any information about any Property or any other part of the Website not being correct. OUTDOORHQ gives no warranty that such information is accurate, and it is the Members responsibility to verify information regarding a Property with Landowners directly

## 2. CONDITIONS OF USE

2.1 You are not permitted to use the Website unless you are 18 years of age or older. By accessing or using the Website and agreeing to these Terms and Conditions, you are representing and warranting to OUTDOORHQ that you are at least 18 years of age.

2.2 OUTDOORHQ grants you, in accordance with these Terms and Conditions, a limited, non-exclusive, non-transferrable licence to access the Website and view content on the Website which you are permitted to view but solely for your personal and non-commercial purposes.

2.3 OUTDOORHQ grants you use of and access to the Website on the condition that you accept all of these Terms and Conditions. By accessing or using the Website you indicate your agreement to these Terms and Conditions. If you agree to these Terms and Conditions on behalf of any other person, you represent and warrant to OUTDOORHQ that you have the necessary authority to bind that person. If you do not agree to these Terms and Conditions, you are not permitted to use the Website. Additionally, certain areas of the Website may have different terms and conditions,

requirements or policies detailed in them or may require you to agree and accept additional terms and conditions.

2.4 You acknowledge and agree that OUTDOORHQ is not a party to any agreements entered into between Landowners and OutdoorHQ Members. Except as provided for in clause 6 OUTDOORHQ is not the representative or the agent of any User and nothing in these Terms and Conditions shall create a relationship of an employee, partner, agent, representative, trustee or joint venturer of OUTDOORHQ for any reason.

2.5 OUTDOORHQ may vary these Terms and Conditions and the Website from time to time in its sole discretion and in doing so may require you to accept the revised Terms and Conditions before allowing you further use of the Website. By continuing to use the Website, after any such change, you agree to accept any change and to be bound. If you do not accept any such change, you are not permitted to use the Website.

2.6 To the maximum extent permitted by law, you indemnify OUTDOORHQ, and hold us harmless, against any Liability suffered by us arising from or in connection with your use of our Platform or any breach of these Terms and Conditions or any applicable laws by you. This indemnity is a continuing obligation, independent from the other obligations under these Terms and Conditions and continues after these Terms and Conditions end. It is not necessary for us to suffer or incur any Liability before enforcing a right of indemnity under these Terms and Conditions

### **3. USER REGISTRATION**

3.1 The Website can be used to list and book Properties. You may view Property Listings as an unregistered User of the Website, however in order to book a Property or to create a Property Listing, you must register. You may register for an Account on using the Website or by other means which OUTDOORHQ may make available from time to time for such purpose.

3.2 OUTDOORHQ may require forms of identification from you, evidence of your date of birth and any other information which OUTDOORHQ may request. OUTDOORHQ may undertake identity checks, background checks and other similar checks on Account Holders.

3.3 The personal information that you provide to OUTDOORHQ (or which OUTDOORHQ otherwise obtains) during the registration process shall be used to create your Account. You must give us current, accurate, and complete information about yourself during the registration process and you must ensure that any such information is always kept up to date. If any such personal information provided by you during the registration process or after the registration process is not accurate, current, complete or if it is fraudulent or otherwise in breach of these Terms and

Conditions, OUTDOORHQ may suspend or terminate your Account and your use and/or access to the Website.

3.4 You may only have one (1) Account and you may only register an Account for yourself. If your access to the Website has been limited or your Account has been suspended or terminated, then you must not register or attempt to register a new Account and you must not otherwise access or attempt to access the Website. You are not entitled to any restoration of your Account if this Agreement is terminated.

3.5 You may be provided a password for your Account. You are responsible to and must take all necessary steps to keep any password safe and secure at all times and you must not divulge the password to anyone. You are solely responsible for any actions or activities that are undertaken using your Account regardless of whether or not you have authorised those actions or activities. If you become aware of any unauthorised use of your Account, you must immediately notify OUTDOORHQ.

3.6 OUTDOORHQ reserves the right, at its sole discretion and for any reason, to suspend or terminate your Account/s and your use and/or access to the Website at any time.

## **4. USER BEHAVIOUR**

4.1 In using the Website, you agree that you must not:

- (a) modify, adapt, translate, or reverse engineer any portion of the Website or copy, store, access or use any information on the Website except as expressly allowed under these Terms and Conditions.
- (b) remove any copyright, trademark or other proprietary rights notices contained in or on the Website.
- (c) interfere with the operation of the Website or damage the Website, including but not limited to transmitting any disabling or damaging code to the Website.
- (d) use any mechanism to retrieve or index any portion of the Website or breach any authentication or security measures of the Website.
- (e) scan or test (or attempt to scan or test) the Website.
- (f) avoid any security or technological system in place in respect of the Website.
- (g) create Accounts by automated, not personal, or illegitimate means.

- (h) use the Website to violate the security of any computer or other network or engage in illegal conduct.
- (i) create a Property Listing as a Landowner for property that you do not own, control, or have authority to create a Property Listing for. By creating a Property Listing, you warrant to OUTDOORHQ that you own, control, or have authority to otherwise create a Property Listing.
- (j) create a Property Listing as a Landowner where you are acting in the capacity as a rental or listing agent for a third party or make a booking request for a Property Listing for or on behalf of any third party.
- (k) contact another User for a purpose other than asking a genuine question in relation to a Property Listing.
- (l) use a false e-mail address, impersonate another person or entity, or otherwise mislead anyone.
- (m) use the Website to display any OUTDOORHQ content that is not otherwise publicly displayed.
- (n) take any action that imposes or that would, in OUTDOORHQ's opinion, result in an unreasonable or disproportionately large load on OUTDOORHQ's infrastructure.
- (o) post or upload any content containing advertising, spam or other content that is not intended by OUTDOORHQ to be provided on a business as usual basis.
- (p) use the Website for any commercial or other purposes which are not expressly permitted under these Terms and Conditions.
- (q) infringe upon OUTDOORHQ's rights or the rights of any third parties or breach any law or court order.
- (r) create a Property Listing which contains any information that is false or misleading or which you do not intend to honour.
- (s) post, upload, publish, submit or transmit any content that is illegal (or promotes illegal activity), fraudulent, obscene, pornographic, offensive, threatening, defamatory, invasive of privacy, infringes intellectual property rights (including but not limited to third party copyright) or is otherwise injurious to third parties.
- (t) breach any other policies of OUTDOORHQ; or

(u) imply to others any endorsement by OUTDOORHQ or other relationship with OUTDOORHQ or which misleads others as to your affiliation with OUTDOORHQ.

(v) criticize, damage, or otherwise cause harm to the OUTDOORHQ brand in any way.

(w) release any person's personal information without their express permission.

(x) act in a manner which is harassing, abusive, or threatening.

(y) use the Website to find a Member or a Landowner but then act in any way which circumvents the Website (for example, making a booking outside the operation of the Website) and the obligation to pay either the Visitor Fees or the Landowner Fees or for any other reason.

(z) make or accept any payment for a Property Listing outside of the Website. If you do you, then you acknowledge that it is in breach of these Terms and Conditions and that you accept all risk and responsibilities for any such payment. You indemnify and hold harmless OUTDOORHQ from any liability for payment made or received outside of the Website and agree to pay OUTDOORHQ the amount that it would otherwise have received had the Website been used for the transaction.

4.2 OUTDOORHQ has no obligation to review or monitor the Website, any content on the Website or your use of it. Notwithstanding that, OUTDOORHQ may from time to time do so, at its sole discretion, including but not limited to for monitoring compliance with these Terms and Conditions or to comply with law. OUTDOORHQ may also, at its sole discretion, remove or disable access to any content on the Website that it believes is in breach of these Terms and Conditions or which is otherwise objectionable or harmful.

4.3 If you are an OutdoorHQ Member or Landowner and you believe that someone has acted inappropriately (for example, offensive, violent or other inappropriate behaviour or theft), or in respect of a Property Listing, the actions should be immediately reported to the police and / or other relevant authorities and then to OUTDOORHQ. OUTDOORHQ shall not be liable to you in respect of any such inappropriate actions and OUTDOORHQ shall not be liable to take any action except as may be required by law.

4.4 Without limiting any action which OUTDOORHQ may take we may suspend, cancel, deactivate or terminate your Account or Property Listing, or pending or accepted bookings or limit your access to the Website if you have breached these Terms and Conditions and/or you receive poor ratings from OUTDOORHQ Members or Landowners, you provide inaccurate, misleading, fraudulent or incomplete details during the registration of your Account, as a Landowner, you provide inaccurate,

misleading, fraudulent or incomplete details in any Property Listing, you breach any law or rights of third parties, or OUTDOORHQ believes that it is reasonably necessary to ensure the safety of any person or property, to prevent a breach of law, or for security or investigation purposes.

4.5 You acknowledge and agree that it is your sole responsibility to ensure that you comply with any laws that may be applicable to your use of the Website.

## 5. LISTINGS

5.1 You may use your Account to create Property Listings on the Website. In order to complete the listing of your Property, you will be required to provide various details regarding the Property. These may include (but not be limited to) location, hazards permissible uses, size, capacity, features, availability, price, and any other details OUTDOORHQ may request. You must provide all details which OUTDOORHQ advises are mandatory to complete the Property Listing.

5.2 Landowner's are expected to keep up to date their calendar, hazard zones, and no shooting zones across all approved listings.

5.3 Subject to these Terms and Conditions, your Property Listing shall be displayed on the Website. You acknowledge and agree that the display of the Property Listing is publicly available and may be viewed by any user of the Website. You further acknowledge and agree that the manner in which the Property Listing is displayed and its ranking or appearance in any search results of Property Listings is at the discretion of OUTDOORHQ and without limitation to that, may vary depending on user ratings, preferences or searching criteria.

5.4 Account Holders may book your Property Listing using the Website, on the basis of the details contained in your Property Listing and any requirements or restrictions which you have applied to your Property Listing. You acknowledge and agree that once an OutdoorHQ Member requests to book your Property Listing via the Website, you must not require the Member to pay a higher amount than the booking request they have made.

5.5 You are solely responsible for all content which you post on the Website, including any contained in a Property Listing. You warrant to OUTDOORHQ that any such content that you post shall not breach any agreements that you have entered into with any third parties, shall comply with all applicable laws, rules and regulations and that you have all permits, approvals, registrations and licences required in connection with the content you post and fulfilling any Property Listing, is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing intellectual property rights or otherwise injurious to third parties, does not conflict with the rights of any third parties and that OUTDOORHQ shall have no responsibility for an Account Holder's compliance with the warranties provided in this clause.



5.6 A Property Listing may contain requirements to be met by any prospective OutdoorHQ Member to apply for a booking. Any prospective OUTDOORHQ Member of a Property Listing must meet any such requirements.

5.6.1 As a Landowner, you are responsible for your own actions and omissions and the content of any Property Listing you make, including how you use or do not use any tools made available to you as part of the Website. You are also responsible for the acts and omissions of any people who you allow to reside or who you allow to be present on or near the Property location.

5.7 OUTDOORHQ recommends that as a Landowner, you obtain appropriate insurance for any Properties you list and that you are fully aware and understand your insurance policy, its coverage and any restrictions or limitations which may apply. You should seek independent professional advice in relation to insurance and we recommend you provide full disclosure to your insurance company that you will be hosting paying guests on your Property.

5.8 We have obtained insurance cover for OutdoorHQ Members which may be of benefit to Landowners. A copy of that policy and its schedule can be found at <https://outdoorhq.com/insurance-policy/>. We make no representation in respect of this insurance, its effectiveness or any related matter. Insurance remains at the sole risk of the Landowner. The Landowner should take their own independent advice and/or consult with their own insurer.

5.9 As a Landowner, you acknowledge and agree that various laws may apply and that this may affect, restrict, or prohibit your ability to create a Property Listing, for OutdoorHQ Members at your property, or to offer particular Activities and Additional Items. You must familiarise yourself with the laws applicable to you and ensure that you comply with them. You acknowledge that there may be fines, penalties, and other ramifications if you fail to comply with applicable laws.

OUTDOORHQ shall in no way be responsible for these. Before you create a Property Listing, you must ensure that either:

(a) you are permitted by law to allow OutdoorHQ Members at your Property and to provide any Activities and Additional Items which you offer.

(b) you are approved by law to host OutdoorHQ Members at your Property and to provide any Activities and Additional Items which you offer.

5.10 As a Landowner you are solely responsible for ensuring that you comply with all applicable laws, rules and regulations (including but not limited to laws regarding health and safety, accommodation rentals or use or zoning laws) and that you have all permits, approvals, registrations and licences required in connection with the content of your Property Listing, the hosting of OutdoorHQ Members at your Property and any Activities and Additional Items that you offer Members.

## **6. LIMITED PAYMENT COLLECTION AGENT**

6.1 The Landowner appoints OUTDOORHQ as the Landowner's limited payment collection agent solely for the purpose of accepting payments from an OutdoorHQ Member

6.2 Landowners agree that payment of fees by a OutdoorHQ Member to OUTDOORHQ (as the Landowner's limited payment collection agent) is to be considered the same as payment made directly by the OutdoorHQ Member to the Landowner.

6.3 As the limited payment collection agent for the Landowner, OUTDOORHQ agrees to facilitate the payment of OutdoorHQ Member fees. In the event that we do not remit OutdoorHQ Member fees in terms of our agreement Landowners will only have recourse against us.

## **7. OTHER ACCOUNT HOLDERS AND THIRD PARTIES**

7.1 OUTDOORHQ does not approve or endorse any Property Listing, Property, or any Account Holder, even where the Website may suggest otherwise.

7.2 You agree that if you experience any loss or damage arising from any acts or omissions of other Users or any third parties, that your liability or remedy will be limited to a claim against the relevant User or third parties and not against OUTDOORHQ. You agree not to bring a claim or seek to place liability on OUTDOORHQ for any acts or omissions of any Account Holders or third parties. For the avoidance of doubt, this clause shall not apply to a claim by a Landowner in relation to payments received by OUTDOORHQ from an OutdoorHQ Member on behalf of the Landowner.

## **8. BOOKINGS AND FEES**

8.1 All amounts payable (including but not limited to Landowner Fees, Visitor Fees and Property Fees) by any party under these Terms and Conditions shall be in New Zealand dollars.

## **9. LANDOWNER TERMS AND CONDITIONS**

9.1 If a booking request is made for your Property Listing on the Website, as a Landowner you may either accept or decline the booking within the Confirmation Period. If you do not do this within the Confirmation Period, then the booking request will lapse and OUTDOORHQ shall refund any amounts it has collected for the requested booking from the OutdoorHQ Member.

9.2 When a booking request is made for your Property Listing on the Website, OUTDOORHQ will provide you with the following details of the OutdoorHQ Member, the name of the Member, details of the Account profile of the Member and a link to that profile and any other details which OUTDOORHQ decide to provide you and which the Member has agreed may be provided.

9.3 OUTDOORHQ will collect the Combined Fees from the OutdoorHQ Member prior to the Landowner accepting the booking request. OUTDOORHQ shall remit the Property Fees (less the Landowner Fees, Taxes and other applicable fees) to the Landowner prior to the OutdoorHQ Member's scheduled check-in time. Provided however that the Landowner acknowledges that any such remittance is subject to any refund (in full or in part) that may be due to an OutdoorHQ Member either pursuant to a cancellation policy applying to a Property Listing allowing an OutdoorHQ Member to cancel a booking or as a result of any other refund right of a OutdoorHQ Member under these Terms and Conditions.

9.4 Landowners, not OUTDOORHQ are solely responsible for honouring any confirmed bookings and making available any Properties booked through the Website.

## **10. OUTDOORHQ MEMBER TERMS AND CONDITIONS**

10.1 The Website will advise the OutdoorHQ Member of the Combined Fees payable before the OutdoorHQ Member completes a booking request. Once your booking request is received, OUTDOORHQ may undertake a pre-authorisation of your selected payment method. In the event that a Landowner does not confirm the OutdoorHQ Member's booking request, OUTDOORHQ will not charge any monies.

10.2 An OutdoorHQ Member agrees to pay the Combined Fees for any booking request made in connection with the OUTDOORHQ Member's Account. OUTDOORHQ will collect the Combined Fees pursuant to these Terms and Conditions.

10.3 OUTDOORHQ will contact the OutdoorHQ Member and provide a summary of the booking after the booking transaction is complete.

10.4 You acknowledge and agree that the Landowner is solely responsible for meeting any accepted bookings and providing the booked Property to the OutdoorHQ Member. OUTDOORHQ is not in any way responsible for this. The booking of a Property and provision of a booked Property to the OutdoorHQ Member by the Landowner is a transaction between the OUTDOORHQ Member and the Landowner only. The OutdoorHQ Member and the Landowner enter into an agreement for the provision of the Property and the OutdoorHQ Member must agree to accept the Term and Conditions and restrictions applicable to the Property which may be determined by the Landowner. OUTDOORHQ is not a party to the

agreement between the OutdoorHQ Member and Landowner and is not in any way responsible for performing the obligations of either party under any such agreement. OUTDOORHQ is not responsible for any liability which may arise or is otherwise related to such agreements except to the extent that OUTDOORHQ collects and remits payment of the Property Fees (pursuant to these Terms).

10.5 The OutdoorHQ Member agrees that its use of the OUTDOORHQ website and the Landowners Property (including companions), and its safety and well-being, is at its sole risk to the maximum extent allowable at law (acknowledging that some Health and Safety and some other obligations cannot be negated). The liability of the Landowner to the OutdoorHQ Member (and its companions) is limited to the value of the fee paid, with indirect and consequential liability of the Landowner to the OutdoorHQ Member (and its companions) expressly excluded. The OUTDOORHQ Member will comply with all rules, regulations, laws, bylaws, and directions/requirements of the Landowner for every booking.

10.6 The OutdoorHQ Member is responsible to the Landowner and to OUTDOORHQ for the acts and omissions of any companion(s) who are at the Property or undertaking the Activities and Additional Items with the OUTDOORHQ Member. The OutdoorHQ Member indemnifies both the Landowner and OUTDOORHQ for the acts or omissions of those companion(s).

## **11. OUTDOORHQ MEMBER FEES AND LANDOWNER FEES**

11.1 In consideration of the use of the Website by OutdoorHQ Members and Landowners, OUTDOORHQ charges the OutdoorHQ Member Fees and the Landowner Fees. The OutdoorHQ Member Fees and the Landowner Fees are collected by OUTDOORHQ in accordance with these Terms and Conditions and OUTDOORHQ may also collect GST and other Taxes in accordance with these Terms and Conditions.

11.2 Landowner Fees and OutdoorHQ Member Fees are only refundable to the extent expressly stated in these Terms and Conditions or to the extent required by law.

## **12. REFUNDS AND CANCELLATIONS**

12.1 If a Landowner cancels an accepted booking, OUTDOORHQ, will notify the OutdoorHQ Member of the cancellation, will refund the Combined Fees for that cancelled booking to the OutdoorHQ Member within a reasonable time. OUTDOORHQ may post a notice or review on the Landowner's Property Listing to indicate that a booking was cancelled by the Landowner, and may charge the Landowner a cancellation fee, OUTDOORHQ will notify the Landowner of the cancellation fee before the Landowner cancels the confirmed booking.

12.2 If a OutdoorHQ Member wishes to cancel an accepted booking, the cancellation is governed by the OUTDOORHQ cancellation policy contained in the relevant Property Listing. The ability of OUTDOORHQ to refund part or all of the Property Fees or any other amounts charged to the OutdoorHQ Member shall be determined by OUTDOORHQ's cancellation policy. The details of cancellation policies and refunds are provided on the Website.

12.3 OUTDOORHQ may, in its sole discretion, cancel an accepted booking for any reason. Without limitation to the foregoing, OUTDOORHQ may cancel a confirmed booking for extenuating circumstances upon request by either the OutdoorHQ Member or the Landowner and, in the case of the OutdoorHQ Member, the Landowner's cancellation policy shall not apply and OUTDOORHQ may provide a refund of the Combined Fees either in whole or in part, and in the case of the Landowner, the cancellation fee otherwise payable by the Landowner may be reduced or waived. OUTDOORHQ shall determine (at its sole discretion) what constitutes extenuating circumstances.

12.4 To secure any booking we require a OutdoorHQ Member to pay in advance, payment is taken at the time of booking request. Booking payments must be 'cleared funds' before a booking can be confirmed. Booking payments are only refundable under the conditions set-out here within:

- (a) Extenuating circumstances at our sole discretion (clause 12.3)
- (b) The OutdoorHQ Member will receive a full refund if
  - (i) The booking request is declined
  - (ii) The Farmer/Landowner cancels the booking at any time
  - (iii) The OutdoorHQ Member cancels the booking two or more weeks prior to the check-in date
- (c) The OutdoorHQ Member will receive a 50% refund if they cancel the booking within 1-2 weeks of the check-in date (the Farmer will retain 50% of the booking fee minus the service fee)
- (d) The OutdoorHQ Member will not receive a refund if they cancel the booking within 1-week of the check-in date (the Farmer/Landowner will retain the full booking fee minus the service fee)

OUTDOORHQ reserves the right to subtract from any refund the service fee that has been charged.

Payments must be made through our website third party. Any charges raised against us by our banks for handling dishonoured cheques, bank transfers or any other

payments, must be reimbursed by the lead guest within seven (7) days of any request to do so.

## **13. EXTENDED STAY**

13.1 The OutdoorHQ Member and the Landowner acknowledge and agree that the accepted booking represents a licence granted by the Landowner to the OutdoorHQ Member for the OutdoorHQ Member to access and use the Property Listing for the agreed duration of the accepted booking only and in accordance with the terms and conditions agreed between the OutdoorHQ Member and the Landowner. The OutdoorHQ Member must leave the Property by the checkout time specified in the Property Listing, or such other time which may be mutually agreed.

13.2 The OutdoorHQ Member is not entitled to remain on the Property past the checkout time without the consent of the Landowner and the Landowner shall be entitled to require the OUTDOORHQ Member to leave the Property at the checkout time.

## **14. CHANGING A BOOKING**

14.1 You are responsible for any changes to a booking that you, as a OutdoorHQ Member or a Landowner, request OUTDOORHQ to make. You must pay any additional fees which result from a change to a booking.

## **15. PROPERTY DAMAGE OR DISPUTES**

15.1 A OutdoorHQ Member must leave the Property in the same condition as when they arrived at the Property and they are responsible for any damage caused to the Property, including any damage done by animals allowed on the Property. A OutdoorHQ Member shall be liable to the Landowner for any such damage and must pay to the Landowner the cost of remedying (including costs of repair or replacement) such damage upon request by the Landowner.

15.2 We encourage Landowners and OutdoorHQ Member to attempt to resolve any disputes arising from the use of the Property, Activities and Additional Items or otherwise arising from the use of our website, or in connection with, these Terms and Conditions (Dispute) between themselves directly. We recommend the following:

(a) The party claiming there is a Dispute give written notice to the other party setting out the details of the Dispute and proposing a resolution.

(b) Within 14 days after receiving the notice, the parties meet at least once to attempt to resolve the Dispute or agree on the method of resolving the

Dispute by other means, in good faith. All aspects of every such conference, except the fact of the occurrence of the conference, be privileged.

(c) If the parties do not resolve the Dispute or agree on an alternate method to resolve the Dispute, the Dispute may be referred by either party (by notice in writing to the other party) to legal process.

15.3 You agree that in the event of a Dispute that you will not join OUTDOORHQ as a party to the Dispute or join (or attempt to join) us as a party to any legal process arising from a Dispute. You agree that if in breach this provision we are involved (in any manner) in the Dispute that you indemnify us against the consequences arising directly or indirectly out of that Dispute. For the sake of clarity, this indemnity extends to all costs (on a solicitor/client basis) and disbursements that might be incurred by us.

## **16. GST**

16.1 All fees and charges are exclusive of GST.

## **17. PRIVACY AND SPAM OBLIGATIONS**

17.1 OUTDOORHQ collect personal information about the User when the User registers on the Website.

17.2 You agree that your use of the Website is subject to the Privacy Act 1993 and you agree not to breach any requirement of this Act or any other legislation or laws applicable to your collection, use and disclosure of personal information. In particular, you acknowledge that you are responsible for ensuring that you do not use the Website to collect, use or disclose any personal or sensitive information regarding any Account User other than in accordance with the Privacy Act and any other legislation or laws applicable to your collection, use and disclosure of personal information.

17.3 OUTDOORHQ may deal with your personal information as required by law. OUTDOORHQ may also deal with your personal information as follows:

- (a) respond to any claim made against OUTDOORHQ;
- (b) enforce or administer any agreement which OUTDOORHQ may have with you;
- (c) to prevent fraud, assess risks, conduct investigations or to improve the Website;
- (d) to protect the rights, property, and safety of yourself, OUTDOORHQ and the public; provided that any such dealing does not breach any applicable laws.

## **18. CONTENT AND FEEDBACK**

18.1 There may be instances in which OUTDOORHQ (in its sole discretion) permits you to post or upload content to the Website. If you do post or upload any such content, then you grant an irrevocable, worldwide, non-exclusive, sublicensable, royalty-free, perpetual licence to OUTDOORHQ to use, modify, prepare works based on, distribute, transfer, sell, licence, display, or otherwise exploit such content for any reason. However, and notwithstanding the foregoing, OUTDOORHQ does not own such content that you post or upload and does not restrict your right to use and exploit such content that you post or upload.

18.2 You acknowledge and agree that if you provide OUTDOORHQ with any suggestions, feedback, comments or ideas for the Website, that you irrevocably assign to OUTDOORHQ all right, title and interest in the foregoing including all intellectual property rights which you might otherwise have in same and you agree to waive any moral rights you may have. If OUTDOORHQ requests, you agree to sign such documents or do such acts as required in order to carry out and give effect to this clause.

18.3 You are solely responsible for any content that you post or upload to the Website or suggestions, feedback, comments or ideas you provide to OUTDOORHQ and you warrant and covenant to OUTDOORHQ that you are the sole and exclusive owner of any content that you post or upload to the Website or you otherwise have all necessary rights, licences, consents, releases or otherwise to grant to OUTDOORHQ those rights pursuant to clause 18.1 and clause 18.2 and the content you post, or upload shall permit OUTDOORHQ's use of it as contemplated by this clause 18.1 and clause 18.2, shall not breach any applicable law or infringe on the intellectual property rights or privacy of any third party.

18.4 If this Agreement is terminated, OUTDOORHQ is not required to delete, return, or restore to you any content that you post or upload to the Website.

## **19. INTELLECTUAL PROPERTY**

19.1 All software used in conjunction with the Website is the exclusive property of OUTDOORHQ or its software providers and is protected by copyright laws. You agree that you will not copy, use, or alter any of this copyrighted material and will not do anything which may breach copyright of this material.

19.2 All trademarks, logos, business or trade names and any other proprietary designations of OUTDOORHQ used on or in connection with the Website are the exclusive property of OUTDOORHQ and may be registered trademarks of OUTDOORHQ. Any third-party trademarks, logos, business or trade names or other



proprietary designations are used for reference purposes only and remain the property of their respective owners.

19.3 You must not copy, use, modify, prepare works based on, distribute, transfer, sell, licence, display, or otherwise exploit the Website, except as expressly permitted under these Terms and Conditions. OUTDOORHQ grants you no licence or right in respect of any intellectual property rights owned or licensed by OUTDOORHQ except to the extent expressly contained in these Terms and Conditions.

## 20. LINKS

20.1 The Website may contain or provide information posted on, contributed to, or advertised on the Website by third parties. OUTDOORHQ does not warrant the accuracy of any third-party information and does not endorse or recommend any particular products or services which may be posted, advertised, or referred to on the Website. The inclusion of such material is not an endorsement or recommendation by OUTDOORHQ. The Website may also contain links to other websites. In providing these links, OUTDOORHQ does not endorse any third-party websites or products and accepts no liability for any content on those websites or any loss or damage you may suffer by acquiring any goods or services from the suppliers of those websites.

20.2 You agree that you will use your own expertise and judgment when considering any such material and deciding to obtain third party goods or services and you acknowledge that OUTDOORHQ is not providing any advice or recommendation in respect of any products, services or other information.

20.3 The Website may utilise third party software or systems in its operation (for example, embedded Google Maps). Your use of any such third-party software or systems is subject to any terms and conditions of use specified by the relevant third-party provider.

## 21. TERMINATION

21.1 If you wish to terminate this Agreement, you may do so at any time by using the “Disable Account” function on the Website or by otherwise notifying us in writing. In the event that you terminate pursuant to this clause, the following shall apply:

(a) if you are a Landowner, then any accepted bookings will be cancelled, and any applicable OutdoorHQ Member shall receive a full refund of any Property Fees paid; and

(b) if you are a OutdoorHQ Member, then any accepted bookings that you have made will be cancelled. Your entitlement to a refund for those bookings will be determined by the applicable OutdoorHQ Member cancellation policy on the Landowner’s Property Listing.

(c) when cancelling an annual subscription, all future charges associated with future years of your subscription will be cancelled. You may notify us of your intent to cancel at any time; your cancellation will become effective at the end of your current annual billing period. You will not receive a refund, prorated or otherwise, for the remainder of the annual term. However, your subscription access and/or delivery and accompanying subscriber benefits will continue for the remainder of the current annual billing period.

21.2 Without limitation to any other clause, OUTDOORHQ may terminate this Agreement at any time by giving notice to you by email to the email address which you have nominated. If this occurs OUTDOORHQ may, notify your OutdoorHQ Members or Landowners of cancellation of a pending or accepted booking, refund OutdoorHQ Members (in full or in part) for any accepted booking that is cancelled, regardless of any refund policy of the Landowner, assist OutdoorHQ Members to find alternative Properties and no OutdoorHQ Member or Landowner shall be entitled to compensation for the cancellation of any accepted bookings.

21.3 If this Agreement is terminated, then any provisions of these Terms and Conditions which should reasonably be expected to survive termination shall remain in effect.

## **22. LIABILITY**

22.1 Legislation including the Consumer Guarantees Act 1993 (CGA) and Fair Trading Act 1986 (FTA), and similar consumer protection laws and regulations may confer you with rights, warranties, guarantees and remedies relating to our provision of our services which cannot be excluded, restricted or modified (Statutory Rights). Nothing in these Terms and Conditions excludes your Statutory Rights. The services provided by a Landowner might also confer you certain Statutory Rights.

22.2 Subject to clause 22.1, all statutory and implied warranties on the part of OUTDOORHQ are excluded. The Website and all information, content, materials, products, and services included on or otherwise made available to you through the Website are provided on an “as is” basis. OUTDOORHQ makes no representations or warranties of any kind, express or implied, as to any Property or the operation of the Website or such information, content, materials, representations, claims, products or services nor does it warrant the suitability of the Website or any product or service for any particular purpose. You expressly agree that your use of the Website and any contract or agreement you have with other Users, is at your sole risk. OUTDOORHQ is not responsible for and disclaims all liability for any acts or omissions of Users or third parties.

22.3 OUTDOORHQ accepts liability for those guarantees and warranties which cannot be excluded by law. However, to extent permitted by law OUTDOORHQ’s maximum aggregate liability to you (in contract, tort, statute or otherwise, including

negligence) arising out of or in connection with the Website and all related matters that directly or indirectly flow from it shall not exceed

(a) if your claim relates to your interaction as a OutdoorHQ Member then the amount you have paid or owe for bookings via the Website as a OutdoorHQ Member in the six (6) month period immediately prior to the matter giving rise to the liability;

(b) if your claim relates to your interaction as a Landowner then the amount that OUTDOORHQ has paid to you via the Website in the six (6) month period immediately prior to the matter giving rise to the liability; or

(c) if no such payments have been made in that six (6) month period referred to above, then the amount shall be \$100.00.

22.4 To the extent permitted by law, OUTDOORHQ will not be liable to you for indirect or consequential loss (including without limitation for loss of revenue, loss of profits, or any other commercial or economic loss of any kind) or loss or corruption of data, in contract, tort, under any statute or otherwise (including negligence) arising from or connected to this Agreement or the use or inability to use, the Website however caused, and regardless of the theory of liability (contract, tort or otherwise) even if OUTDOORHQ or its suppliers have been advised of the possibility of such damages.

22.5 OUTDOORHQ's liability to you for loss or damage of any kind arising out of this Agreement or in connection with the Website, is reduced to the extent (if any) that you cause or contribute to the loss or damage. This reduction applies whether OUTDOORHQ's liability is in contract, tort (including negligence), under any statute or otherwise.

## **23. INDEMNITY**

23.1 You agree to release, indemnify and hold OUTDOORHQ and its affiliates, and their officers, directors, employees and agents harmless from and against any claims, liabilities, damages, losses, and expenses, (including, without limitation, legal fees) arising out of or in connection with the Website and all related matters that directly or indirectly flow from it.

## **24. GENERAL**

24.1 Any notices or other communications under these Terms and Conditions by OUTDOORHQ to you may be in writing and given by email (to the email address you have nominated) or by OUTDOORHQ providing notice on the Website.

24.2 These Terms and Conditions are binding on the parties and their respective successors and permitted assigns and shall be enforceable by and against the parties or those successors and assigns.

24.3 No variation, modification or waiver of any provision in these Terms and Conditions, nor consent to any departure by any party from any such provision, shall be of any effect unless it is in writing, signed by the parties or (in the case of a waiver) by the party giving it. Any such variation, modification, waiver, or consent shall be effective only to the extent to or for which it may be made or given. This clause shall not limit the rights of OUTDOORHQ to vary its terms pursuant to clause 2.5.

24.4 Users shall do all things and sign all documents as may reasonably be required by OUTDOORHQ so as to carry out and give effect to the terms and intentions of these Terms and Conditions.

24.5 These Terms and Conditions constitute the entire agreement between the parties relating in any way to its subject matter except as supplemented by OUTDOORHQ's additional policies.

24.6 If a provision of these Terms and Conditions is held to be void, invalid, illegal or unenforceable, that provision must be modified as narrowly as necessary to allow it to be valid or enforceable. If it is not possible to modify a provision (in whole or in part), that provision (or that part of that provision) is severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.

24.7 These Terms and Conditions may be assigned by OUTDOORHQ without notice to you and you will continue to be bound in respect of any successor or permitted assign of OUTDOORHQ. You may not assign these Terms and Conditions without the express written consent of OUTDOORHQ.

24.8 These Terms and Conditions shall be governed by and construed in accordance with the laws of New Zealand. Any action, suit or proceeding relating in any way to these Terms and Conditions may only be instituted, heard, and determined in a court of competent jurisdiction in New Zealand.

## **25. DEFINITIONS**

25.1 Definitions: In these Terms and Conditions unless the context indicates otherwise:

- Activities and Additional Items means any activity or item offered by a Landowner to an OutdoorHQ Member for purchase, licence, lease, use or otherwise. By way of example, Activities and Additional Items may include:

(a) both guided and self-guided activities, such as hunting, hiking, horse riding, fishing, bicycling, motorcycling, four-wheel driving; and

(b) sale of items such as food, drink, firewood, essential items, grocery supplies, outdoor and recreational equipment, and supplies.

- Account means an OUTDOORHQ account, which may be applied for pursuant to the process contained in clause 3.
- Account Holder means a User who has registered for an Account pursuant to the process contained in clause 3.
- Agreement means the agreement between you and OUTDOORHQ in accordance with the Terms and Conditions.
- Combined Fees means both the Property Fees and the OutdoorHQ Member Fees, plus any Taxes.
- Confirmation/acceptance Period means the period of time commencing when a booking request is made by an OutdoorHQ Member, in which a Landowner may accept or decline the OutdoorHQ Member's booking request. The Confirmation Period will be displayed on the Website, Property Listing or otherwise in the Website.
- Consideration means any amount or consideration payable or to be provided pursuant to any provision of this Agreement (including but not limited to the Landowner Fees and the OutdoorHQ Member Fees).
- OutdoorHQ Member means an Account Holder who requests to book a Property from a Landowner using the Website or an Account Holder who stays at a Property (other than the Landowner of that Property).
- OutdoorHQ Member Fees means the fee OUTDOORHQ charges an OutdoorHQ Member for using the Services. OUTDOORHQ will advise the OutdoorHQ Member of the OutdoorHQ Member Fees before the OutdoorHQ Member confirms the sending of a booking request to a Landowner and by sending the booking request, the OutdoorHQ Member accepts the OutdoorHQ Member Fees.
- OUTDOORHQ means OUTDOORHQ Limited (and includes a reference to "us" or "we").
- GST means any form of goods and services tax or similar value added tax and includes that pursuant to the GST Act.

- GST Act means Goods and Services Tax Act 1985 or (as appropriate to the context) any legislation or regulation which imposes, levies, implements or varies a GST.
- Landowner means an Account Holder who creates a Property Listing via the Website.
- Landowner Fees means the fee that OUTDOORHQ charges a Landowner for using the Services. OUTDOORHQ will advise the Landowner of the Landowner Fees before the Landowner confirms the acceptance or decline of a booking request from a potential OutdoorHQ Member and by accepting the booking request, the Landowner accepts the Landowner Fees.
- Property means a parcel of land which includes a range of accommodation, campgrounds, buildings, rooms or other places or facilities and includes any fixtures, fittings and other property located on them, and includes any Activities and Additional Items where offered by a Landowner to an OutdoorHQ Member through the Website.
- Property Listing means a Property which is listed on the Website by a Landowner and includes any Activities and Additional Items where offered in conjunction with a Property by a Landowner to an OutdoorHQ Member through the Website.
- Property Fees means the amount charged by a Landowner to a OutdoorHQ Member for the OutdoorHQ Member's licence to access and stay at the Property and for any Activities and Additional Items offered by a Landowner and selected by an OutdoorHQ Member through the Website in conjunction with a Property. The Property Fees are determined by the Landowner and not by OUTDOORHQ. A Property Licence Fee may include specified components (such as a cleaning fee) and any Taxes.
- Services means the service offered by OUTDOORHQ to connect OutdoorHQ Members who are wishing to rent Properties with Landowners who are wishing to rent Properties, offered by way of an online platform being the Website.
- Tax includes any tax, levy, impost, deduction, charge, rate, duty, or withholding which is levied or imposed by a government authority, including without limitation any withholding, income, value added tax, occupancy or accommodation tax, fees, transaction tax, duty or charge together with any related interest, penalty, charge, fee or like amount except for GST.
- Terms and Conditions means these terms and conditions as may be amended from time to time.



- User means a user of the Website and shall include a Landowner, OutdoorHQ Member and Account Holder. A reference to “you” shall mean a User.
- Website Means the whole of the system which OUTDOORHQ uses to provide the Services and includes the website at [www.OutdoorHQ.co.nz](http://www.OutdoorHQ.co.nz) and any software, applications, programs, interfaces, and databases used to provide the Services.