

# Website Disclaimer

*MidiStays Pty Ltd*

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Website: [www.midistays.com.au](http://www.midistays.com.au)

This Disclaimer applies to [www.midistays.com.au](http://www.midistays.com.au) (the website) and all content made available through it. The website is operated by MidiStays Pty Ltd (ACN: 697 659 457) (ABN: 17 697 659 457) ("MidiStays", "we", "us", "our").

**MidiStays is an introduction service only. We are not a real estate agent, letting agent, property manager, lessor or lessee. We are not a party to any rental, lease or stay agreement entered into between a host and a guest.**

## 1. Information is general only

The content of the website is general in nature and is provided for information purposes only. It does not take into account your particular objectives or circumstances. It is not legal, financial, real estate, tax or other professional advice and must not be relied on as such. You should obtain your own advice before acting on anything you read on the website.

## 2. Listings and host content

Property listings, photographs, descriptions, availability, pricing, house rules and any other information about a property are provided by the host. MidiStays does not author, verify, endorse or guarantee any listing content. To the maximum extent permitted by law, we make no representation or warranty about:

- The accuracy, currency or completeness of any listing;
- The condition, suitability, quality, safety or legality of any property;
- The truthfulness or reliability of any host or guest;
- Whether a property complies with applicable planning, zoning, fire-safety, smoke-alarm, pool, electrical, gas or other regulatory requirements.

Hosts are solely responsible for the accuracy of their listings and for compliance with all laws and regulations that apply to letting their property.

## 3. We are not a party to your booking

MidiStays facilitates introductions between hosts and guests. The contract for the stay is made directly between the host and the guest. We are not a party to that contract, we do not act as

agent for either party (other than for the limited purpose of facilitating the introduction), and we have no responsibility for the performance, breach or termination of any agreement between a host and a guest.

## **4. Verification is limited**

We carry out limited verification of users (for example, email confirmation and a check of an identity document). Verification is not a guarantee that a person is who they say they are, or that they will perform their obligations. Users must make their own enquiries before entering into any agreement with other users.

## **5. Property risks and safety**

Properties are private premises with their own risks. Without limitation, MidiStays is not responsible for risks associated with stairs, balconies, swimming pools, spas, decks, balustrades, parking, lifts, gas, electrical or hot-water systems, appliances, pets, neighbours, traffic, weather, or any other condition of a property or its surroundings. Guests must inspect the property and assess and manage these risks for themselves.

## **6. External links and third-party content**

The website may contain links to third-party websites, services or content. We provide those links for convenience only. We do not control, endorse or accept responsibility for any third-party website, service or content.

## **7. Availability of the website**

We do not warrant that the website will be available, secure or error-free, or that it will be free of viruses or other harmful code. You access the website at your own risk.

## **8. Limitation of liability**

To the maximum extent permitted by law, MidiStays excludes all liability for any loss, damage, cost or expense (including indirect or consequential loss) suffered by any person arising out of or in connection with the website, the content of the website, the conduct of any user, or any agreement entered into between a host and a guest.

## **9. Australian Consumer Law**

Nothing in this Disclaimer excludes, restricts or modifies any consumer guarantee, right or remedy that you have under the Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010 (Cth)) or any other law that cannot be lawfully excluded.

## **11. Contact**

Questions about this Disclaimer can be sent through the contact form at [www.midistays.com.au](http://www.midistays.com.au).