

# BUSHFIRE HOUSING

Share your shelter with Australia's bushfire victims.

## Bushfire Housing suggestions for Guests and Hosts

Set out below are a series of suggestions for Guests and Hosts by Bushfire Housing. These suggestions are separate from the legal terms and conditions for the use of services offered on the web site [www.bushfirehousing.org](http://www.bushfirehousing.org) ("Web site"). Bushfire Housing emphasizes that these are suggestions only and it is ultimately at the discretion of each Guest and Host to negotiate and agree the circumstances under which accommodation is made available by Hosts, and used by Guests.

**Etiquette - Guests:** You must be actively pursuing emergency accommodation because you have a genuine need for such accommodation. You should endeavour to attend appointments to discuss accommodation that you have agreed to, or give the Host adequate notice of your inability to attend.

**Etiquette – Hosts:** You must be genuine in your offer of accommodation and should not be seeking to donate accommodation in order to supplement your income or in any way gain material advantage over a Guest(s). You should endeavour to attend appointments to discuss accommodation that you have offered to donate, or give the Guest(s) adequate notice of your inability to attend.

Hosts should expect to offer their premises for the period they have negotiated with the Guest. In choosing to donate housing, Hosts should consider whether they can offer housing for a minimum of 4 weeks and for a maximum of three months – depending on the individual agreement reached between the Host and Guests.

Guests should be ready to commit themselves to maintaining the housing as they found it during their stay.

**Financial security:** Bushfire Housing hopes that any offer of emergency housing will be made without financial expectation on the behalf of the Host. However, it is reasonable to expect that some expenses will have to be passed onto the Guest from time to time in line with the Guest's ability to meet these expenses. The negotiation of financial arrangements for housing is strictly the responsibility of the Host and Guest to determine. Hosts and Guests should engage in an honest discussion of their expectations in this regard before the Guest(s) move into the emergency accommodation and record any agreements relating to financial arrangements and/or expenses in writing.

Bushfire Housing recommends that Guests do not pay rent or bond or other monies:

- a) for housing that you have not physically inspected; or
- b) to anyone that you have not met in person.

Bushfire Housing recommends that Hosts do not accept cheques in the name of anyone other than the Guest or from banks that are unfamiliar to you.

**Character references:** If possible, Bushfire Housing invites Hosts and Guests to provide two character references to each other. This is optional and it is the responsibility of the Host and Guest to check references if they are supplied. Bushfire Housing does not make any representation or warranty as to the accuracy or completeness of any such information.

**Maintenance:** Bushfire Housing and the Bushfire Housing community work together to keep the site working properly and the community safe. Please report problems, offensive content and policy breaches to Bushfire Housing using the reporting system.

# Web site and service terms and conditions

By accessing the Web site you are deemed to be bound by the following terms and conditions.

Service use: Bushfire Housing takes all care, but bears no responsibility, for the accuracy of profiles and offers of housing made by Hosts or Guests on the Web site. Bushfire Housing takes no legal responsibility for the actions of Guests, Hosts or other individuals which may make use of the Web site. However, access to the Web site may be denied and your profile may be deleted if you are deemed by Bushfire Housing to be acting in an inappropriate manner.

Using Bushfire Housing: As a condition of your use of Bushfire Housing you agree that you will not:

- violate any laws;
- violate the posting rules set out on the Web site and as otherwise communicated to you by Bushfire Housing from time to time;
- post any threatening, abusive, defamatory, obscene or indecent material;
- act in a manner which is false or misleading;
- infringe any third-party right;
- distribute spam, chain letters, or pyramid schemes;
- distribute viruses or any other technologies that may harm Bushfire Housing or the interests or property of Bushfire Housing users;
- impose an unreasonable load on Bushfire Housing's infrastructure or interfere with the proper working of Bushfire Housing;
- copy, modify, or distribute any other person's content without their consent;
- use any robot spider, scraper or other automated means to access Bushfire Housing and collect content for any purpose without Bushfire Housing's express written permission;
- harvest or otherwise collect information about others, including email addresses, without their consent;
- use any information about others, including email addresses, for any purpose or purposes that are not related to the operation or intended use of Bushfire Housing;
- bypass measures used to prevent or restrict access to Bushfire Housing.

You are solely responsible for all information that you submit to Bushfire Housing and any consequences that may result from your posting of such information. Bushfire Housing reserves the right in its absolute discretion to refuse or delete content and profiles that Bushfire Housing believes are inappropriate or in breach of these terms and conditions. Bushfire Housing also reserves the right in its absolute discretion to restrict a user's usage of the site either temporarily or permanently, or refuse or terminate a user's registration.

Without limiting other remedies or actions available to it, Bushfire Housing

may issue warnings, limit or terminate Bushfire Housing's service to a user, remove hosted content and take technical and legal steps to keep a user off the Web site if Bushfire Housing forms the view that the user is creating problems or acting inconsistently with the letter or spirit of Bushfire Housing's policies. However, whether or not Bushfire Housing takes any of these steps, Bushfire Housing does not accept any liability or responsibility for monitoring the Web site or for the posting of unauthorized or unlawful content on the Web site or use of the Web site.

Content. The Web site contains content from Bushfire Housing, you, and other users. Bushfire Housing and the Web site are protected by intellectual property laws and international treaties. Content displayed on or via Bushfire Housing or the Web site is protected as both individual and collective works and/or compilations, pursuant to intellectual property laws and international conventions. You agree not to copy, distribute or modify content from Bushfire Housing without Bushfire Housing's express written consent nor use any trade marks on the Web site without the prior written approval of Bushfire Housing. You may not disassemble or decompile, reverse engineer or otherwise attempt to discover any source code contained in the Web site. Without limiting the foregoing, you agree not to reproduce, copy, sell, resell, or exploit for any purposes any aspect of Bushfire Housing or the Web site (other than your own content). When you give Bushfire Housing content, you are granting it and representing that you have the right to grant it, a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to exercise the copyright, publicity, and database rights to that content. All rights not expressly granted by Bushfire Housing in these terms and conditions are reserved.

This Web site may contain materials produced by third parties or links to other web sites. Such materials and web sites are provided by third parties and are not under Bushfire Housing's direct control and Bushfire Housing accepts no responsibility or liability in respect of any such third party materials or for the operation or content of other web sites (whether or not linked to this Web site). You acknowledge that Bushfire Housing is entitled to require you to remove any link from another web site to this Web site which you install without obtaining Bushfire Housing's prior written consent.

To the maximum extent permitted by law, Bushfire Housing does not give any warranty in relation to the content, accuracy, or any other aspect of:

- a) any material on the Web site; or
- b) the performance of the Web site.

To the maximum extent permitted by law, Bushfire Housing excludes all liability for loss or damage suffered by you, (including but not limited to direct, indirect, incidental, special, consequential or exemplary damages, loss of profits or revenue, business interruption, loss of data or failure to realise anticipated savings or benefits or business opportunities) that you may suffer as a result of:

- a) the use or reliance on any information on the Web site;
- b) accessing or using the Web site; or
- c) any interruption, suspension or termination of the Web site for whatever reason.

Bushfire Housing's exclusion of liability applies whether the claim is in contract, tort (including without limitation, negligence) or equity and even if Bushfire Housing has been notified of the possibility of such loss or damage.

You agree that Bushfire Housing's liability to you at law will be reduced by the extent, if any, to which you contributed to the loss.

Bushfire Housing does not review users' postings and are not involved in the

actual transactions between users. As most of the content on Bushfire Housing comes from other users, Bushfire Housing does not guarantee the accuracy of postings or user communications or the quality, safety, or legality of this information or the accommodations offered.

Bushfire Housing cannot guarantee continuous, error-free or secure access to the Web site or Bushfire Housing services or that defects in the service will be corrected. While Bushfire Housing will use reasonable efforts to maintain an uninterrupted service, Bushfire Housing cannot guarantee this and Bushfire Housing does not give any promises or warranties (whether express or implied) about the availability of the Web site or Bushfire Housing services.

Personal Information. By using Bushfire Housing or the Web site, you agree to the collection, transfer, storage and use of your personal information by Bushfire Housing on Bushfire Housing's servers as further described in the Bushfire Housing Privacy Policy [<http://bushfirehousing.org/privacy/>].

These terms and conditions are subject to change without notice.

These terms and conditions will be governed by and construed in accordance with the laws of the state of Victoria, Australia.