



Service Agreement

This agreement confirms the terms and condition of the Service Agreement between Turnkey Creations, trading as Short Stays Canberra and the owners of the property, for which details are listed below.

This agreement is ongoing from the date of commencement until termination is requested in accordance with the terms outlined in this agreement.

Agreement Commencement:

	Property Details
Property Listing Address	
Legal Title Details	
Property Insurance details <i>(if held)</i>	
Third Party Interests <i>Names of any persons who have tenancy or occupation rights, and the nature of the rights.</i>	

	Managing Company Details
Company Name	Turnkey Creations Pty Ltd trading as Short Stays Canberra
ABN	67 155 832 732
Trading Address	6/80 Emu Bank, Belconnen
Real Estate License	18404240

	Client Contact Details
Registered Property Owner Name	
Owner Postal Address <i>Not listing address</i>	
Owner Email	
Owner Telephone	
Owner ABN/ACN <i>if applicable</i>	
Bank Details <i>for receipt of payments</i>	Account Name: Account Number: Account BSB:

Services

Once commenced, the “Managing Company” will provide the following items in consideration of fees paid by the client.

1. Listing Services:

- a. Cross platform software registration
 - i. Airbnb
 - ii. Stayz
 - iii. Booking.com
- b. Secure and unassisted check-in services for guests
- c. Pricing and appraisal
- d. Cleaner checklist creation
- e. Marketing and Imagery
- f. Decorative services
- g. New linens and sheets

2. Ongoing Management and Hosting Services:

- a. Communication with guests, including screening enquiries about the property and securing deposits
- b. Providing guests with information about the use, care, and features of the property, including a comprehensive house manual
- c. Monitoring all guest payments made through the short-term letting platforms
- d. Cleaning and preparing the property after each booking, including replenishing consumables such as soaps, toilet paper, basic kitchen items, and cleaning products
- e. Inspecting the property following each guest’s stay
- f. Making claims to the short-term letting platform for any damage, theft, or issues caused by guests
- g. Replenishing laundry and linen items as required
- h. Carrying out minor property maintenance, such as replacing light bulbs or undertaking small repairs.
- i. Coordinating and booking major maintenance services when needed
- j. Linen Changes
- k. Handover Cleaning Services

3. Excluded Services:

Items that are not included in the management fees:

- a. Council rates, land taxes, body corporate levies
- b. Metred utilities such as electricity, gas, water, internet, subscriptions
Replacement or repair of appliances, furniture, and other non-consumable items
- c. Repairs or maintenance requiring professional attendance, including electricians, plumbers, carpenters, builders, or other qualified tradespeople
- d. Property insurance

Fee Schedule

1. Listing

The term “Listing Charges” refers to the costs associated with creating and establishing a listing for the Property on short-term letting platforms. Listing Charges include the Listing Services outlined in the Services Schedule.

For the Listing Services agreed to in this document, the Owner will pay Short Stays Canberra a fee of \$990 (inclusive of GST). Any additional contingent setup expenses (as required by specific tasks) may be coordinated by Short Stays Canberra for an extra charge.

2. Hosting and Ongoing Charges

“Accommodation Charges” refers to the total amount received from guests, including cancellation fees, after deducting the letting platform’s booking fees. These charges, set by Short Stays Canberra, may vary and can include discounts of up to 10% to encourage longer stays. Accommodation Charges exclude cleaning fees and other service charges.

For all Services other than Listing Services, the Owner will pay Short Stays Canberra 15% of the Accommodation Charges (exclusive of GST). You authorise Short Stays Canberra to have these fees deducted directly from the Accommodation Charges collected by the short-term letting platforms. The remaining balance will be paid to the Owner by the 5th business day of each month in arrears.

The owner will be provided profit summaries on a monthly basis, along with profit disbursement to the nominated bank account.

3. Linens and Laundry Service

Short Stays Canberra will supply all linen and manage laundry services for the Property. To support environmentally friendly practices, laundry cleaning costs will be incorporated into the overall cleaning fee charged through the booking platform, ensuring these expenses are covered as part of each guest’s stay.

4. Cleaning

Regular, thorough cleaning of the Property is essential to maintain a high standard for guests. Wherever possible, cleaning costs will be charged to the guest and are separate from the Accommodation Charges. A deep clean will be carried out every 4 months and will be paid by the Owner from the Accommodation Charges, unless the Owner completes the deep clean themselves in accordance with the Short Stays Canberra checklist.

5. Keys and Check-in Devices

Short Stays Canberra will arrange the placement of a device required for self-access, such as a key safe or combination lock. The owner will contribute \$400 for the initial placement of this device. The Owner must provide Short Stays Canberra with two sets of keys and access devices (fobs or swipe cards) before the listing begins. Any costs to replace lost keys or access devices will be recovered through the short-term letting platform insurance.

Short Stays Canberra is permitted to create key copies when required without further consent from the owners.

6. Gardening and Maintenance

Short Stays Canberra is authorised to undertake maintenance and minor repairs to the Property as required. Emergency maintenance valued below \$250 does not require approval from the property owners. Any non-urgent maintenance expected to exceed this amount will only proceed once approval has been obtained from the Owner.

Short Stays Canberra will provide gardening services twice per month, approximately once a fortnight, at a cost of \$350 per month if the property owners elect this service in writing. Otherwise, it is presumed that the property owners will have this service organised, or that it is not needed. This service includes mowing, pruning, and watering. Further maintenance will be discussed with the owners before engaging workman.

7. Insurance

The property owner is responsible for covering the cost of property insurance. Airbnb's Host Protection Insurance program, provided through the platform, offers primary liability coverage of up to \$1 million per incident for third-party claims involving bodily injury or property damage.

Terms and Conditions

We will deliver the Services described in the Service Schedule, and you agree that some or all of those services will be supplied to you on the terms below.

AGREED TERMS

1. DEFINITIONS

1.1 Meaning of terms

In this service agreement (called "Agreement" unless the context says otherwise):

- a) **Agreement** has the meaning set out in clause 2.1.
- b) **Agent** refers to any person or business you appoint to represent you in dealings with Short Stays Canberra, including signing this Agreement on your behalf.
- c) **Business Day** means in Australia any day other than a Saturday, Sunday, public holiday, or bank holiday.
- d) **Fees** are the charges listed in, and calculated under, the Fee Schedule forming part of this Agreement.
- e) **GST** means goods and services tax as defined under the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.
- f) **Information Table** means the information table included in the Agreement Form.
- g) **Intellectual Property Rights** includes all intellectual property rights in Australia and internationally, including:
 - i. trademarks and service marks, trade, business or company names, patents, registered designs, copyright, rights in circuit layouts, indications of source or appellations of origin, rights to have confidential information kept confidential, and any application for, or right to apply for registration of, or to assert or waive, any of those rights; and
 - ii. ideas, concepts, materials, techniques, know-how, and trade secrets.
- h) **Agreement** means the agreement between you and us that incorporates these Standard Terms and Conditions.
- i) **Personal Information** means any information or opinion about an identifiable individual (including in a database), whether true or not and whether in material form or not, and any other information treated as "personal information" under the *Privacy Act 1988 (Cth)*.
- j) **Property** is the property identified in the Information Table.
- k) **Revenue** means accommodation income we earn from listing the Property on a short-term letting platform, excluding cleaning fees and other service charges.
- l) **Services** are the services we agree to provide to you, as described in the Service Schedule.

- m) **Service Schedule** means the Services attached to this Agreement.
- n) **Term** has the meaning given in the Agreement Form.
- o) **We / Us / Our** (whether capitalised or not) refers to Short Stays Canberra.
- p) **You / Your / Yours** means the owner of the property named in the Agreement.

1.2 Rules of interpretation

Unless the wording requires a different meaning:

- a) singular words include plural words, and vice versa;
- b) headings are only for convenience and do not change interpretation;
- c) references to clauses, paragraphs, or schedules are references within this Agreement;
- d) defined words include their grammatical variations;
- e) references to individuals also include companies, partnerships, joint ventures, associations, and other legal entities;
- f) references to legislation include amendments, consolidations, or replacements;
- g) references to parties mean their legal representatives, successors, and approved assigns;
- h) obligations benefiting or binding more than one person apply jointly and severally; and
- i) references to any body (statutory or otherwise) that no longer exists or transfers its functions refer to the successor or replacement body.

2. AGREEMENT

2.1 This Agreement is made up of:

- a) these Standard Terms and Conditions;
- b) the Service Schedules, Fee Schedule, and Information Table; and
- c) the Agreement Form signed by both you and us.

2.2 If any parts conflict, the earlier document listed in clause 2.1 will prevail to the extent of the inconsistency.

2.3 You confirm and warrant that you have full legal power to enter into this Agreement and to give us access to and use of the Property so we can provide the Services.

2.4 If clause 2.3 does not apply and an Agent is involved, the Agent gives the same warranty of authority and capacity to enter into this Agreement and allow us access to the Property.

2.5 Where relevant, you agree that we may deal directly with your Agent for instructions and information. We are not responsible for the correctness of anything communicated between you and your Agent.

3. THE SERVICES

3.1 Once both parties sign, we will supply the Services described in the Service Schedule, and you agree to purchase them for the Fees and on these terms.

3.2 We may change a Service at any time by giving you reasonable advance notice. A change may include moving the Service to another short-term accommodation platform or discontinuing the Service in its existing form.

3.3 If a change under clause 3.2 is substantially harmful to you, and we reasonably agree that it is materially detrimental, you may end that Service by giving three (3) months' written notice.

3.4 If you request services beyond those listed, we may provide them for an extra agreed fee. If additional or altered Services are provided without charge, we may later charge for them if you agree to continue using them.

3.5 If you want to change the Services' content or how they are delivered, we may agree to those changes for an additional agreed fee.

4. TERM

4.1 This Agreement continues for the term stated in the Agreement Form unless ended earlier under clause 9. Any renewals form part of the "Term".

4.2 After the initial term, this Agreement automatically renews for rolling one-year periods unless one party gives written notice to end it at least 30 days before the end of a yearly period.

5. PROVIDING THE SERVICES

We will:

- a) list the Property on one or more short-term letting platforms at our discretion;
- b) use reasonable care and skill in supplying the Services, but we do not promise they will be uninterrupted or error-free; and
- c) ensure the Services are reasonably suitable for their intended purpose and meet legal requirements.

6. YOUR RESPONSIBILITIES

You acknowledge and agree that you:

- a) are fully responsible for supplying and upkeep of the Property for the Services;
- b) bear all risk for the Property and everything in it;
- c) are fully responsible for how the Property is used by you or anyone else, whether authorised or not;
- d) guarantee that you exclusively own or control the Property and that the Information Table is accurate;
- e) guarantee you have unrestricted legal rights to sign this Agreement and make the Property available, and that you follow all relevant laws, regulations, strata rules, and community bylaws;
- f) will follow any reasonable directions we issue so we can provide the Services properly;

- g) confirm you hold appropriate insurance for Property/contents damage or loss and public liability for guests, and will provide proof on request where the Property is listed somewhere other than Airbnb;
- h) must ensure utilities and services are connected and all owner obligations are met (including rates and owners corporation levies);
- i) will comply with our reasonable operational policies or directives as issued from time to time, including those needed for internal processes or compliance duties;
- j) accept that we may charge guests for cleaning at our discretion and those charges belong entirely to us;
- k) authorise us to manage all listing activity and dealings with Airbnb or similar platforms for the Property, including all financial transactions;
- l) authorise us to determine marketing, pricing, and guest communications on Airbnb, subject to any agreed minimum price floor; and
- m) must not install or use any cameras or recording devices inside the Property.

7. FEES AND GST

7.1 In exchange for the Services, you must pay the Fees in the amounts and manner shown in the Agreement Form.

7.2 You understand that we may have a referral arrangement with your Agent and may need to pay that Agent a referral fee, reward, or commission.

7.3 You agree that Revenue from Airbnb or similar platforms is first paid to us, and we will pay you the remainder after deducting our Fees.

7.4 If you use an Agent, you agree the Revenue balance may be paid to the Agent first. We are not responsible if the Agent delays payment or pays you incorrectly.

7.5 Defined terms in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* carry the same meaning in this clause.

7.6 If a supply is made under or connected with this Agreement and the price does not clearly include GST, then GST is added to the price and the recipient must:

- a) pay the supplier the GST amount due on that supply without deductions or offsets; and
- b) pay that GST at the same time as the underlying payment, provided a valid tax invoice (or adjustment note) has been issued.

7.7 The supplier must promptly issue an adjustment note or seek a refund from the Commissioner and repay any GST overpayment to the recipient. The supplier is not required to refund GST already remitted to the ATO unless it receives a corresponding refund or credit.

7.8 If a party pays compensation or satisfies a claim under or linked to this Agreement (including claims for misleading conduct, misrepresentation, warranty breach, indemnity, or reimbursement) and GST applies, the paying party must pay and indemnify the receiving party for that GST.

7.9 Where a claim involves a cost that includes GST, the claim equals the cost plus GST, except where the claimant is entitled to an input tax credit.

7.10 Where a claim amount depends on revenue (actual or estimated) or lost revenue, the revenue figure must be calculated excluding any GST reimbursement components.

8. SERVICE SUSPENSION OR CANCELLATION

8.1 We may restrict, pause, or cancel any Service (whole or part) by notice if:

- a) amounts owed for the Service are overdue;
- b) we reasonably believe the Service is being used unlawfully;
- c) you are failing to meet obligations linked to that Service; or
- d) you become insolvent or unable to pay debts as they fall due.

8.2 If we reinstate a Service after suspension or cancellation, we may charge a recommencement fee.

9. TERMINATION

9.1 We may end a Service on seven (7) days' notice if no Services are being used under that Service Schedule. Ending or suspending a Service does not automatically end this Agreement unless all Services are terminated.

9.2 If a material breach occurs and is not fixed within 14 days after written notice, the non-breaching party may terminate this Agreement (if the breach affects the Agreement) or the relevant Service (if it affects only that Service).

9.3 We may terminate this Agreement at any time (before or after the stated Term) on one (1) month's written notice.

9.4 You may terminate this Agreement at any time (before or after the Term) once all future bookings are completed, on one (1) month's written notice.

9.5 We may terminate this Agreement on one (1) week's written notice if:

- a) we cannot access or use Airbnb or a similar hosting platform for any reason;
- b) we become legally required to hold a real estate licence under the *Property, Stock and Business Agents Act 2002 (NSW)* or similar law elsewhere;
- c) the Services would breach law or regulation;
- d) a legal or market shift negatively affects how or at what cost we provide the Services;
- e) we reasonably believe the Property is not owned or controlled by you;
- f) we reasonably believe you lack unrestricted rights to enter this Agreement or make the Property available, or that you are not complying with applicable laws/bylaws;
- g) we reasonably believe the Property is not being properly maintained or serviced

by you or anyone acting for you; or
h) utilities or rates remain unpaid or Property services are disconnected.

9.6 We may terminate immediately without notice if:

- a) you enter insolvency administration or cannot pay debts when due;
- b) you cease to own or control the Property;
- c) you or your Agent no longer have authority/capacity to allow us access to the Property;
- d) the Property or common areas are unfit to reside in or damaged in a way that reduces liveability;
- e) you receive two (2) or more breach notices under clause 9.2 within any 12-month period, whether or not fixed within the notice period; or
- f) you knowingly keep or give false records or information.

9.7 When this Agreement ends for any reason:

- a) all unpaid invoices and other outstanding amounts must be paid by their due dates and, if requested, within 30 days; and
- b) you must stop using any Services immediately.

10. CONFIDENTIALITY AND PRIVACY

10.1 Each party must keep confidential:

- a) the contents of this Agreement; and
- b) any information supplied under it by the other party, including technical, operational, pricing, billing, and commercial material.

10.2 A party may only disclose confidential information if:

- a) it is disclosed to staff, professional advisers, or subcontractors who need to know and who first agree to confidentiality;
- b) the other party gives written consent;
- c) disclosure is required by law, regulator, or stock exchange; or
- d) the information is publicly available without breach of this Agreement.

10.3 Both parties must comply with the National Privacy Principles, the *Privacy Act 1988 (Cth)*, and any other relevant privacy laws.

10.4 Each party will provide reasonable help to the other to ensure privacy-law compliance.

10.5 Each party must inform the other immediately if it believes privacy or security duties under this clause have been breached.

11. INDEMNITY

11.1 You indemnify us, and keep us (including our agents and contractors) indemnified, for reasonable losses, costs, or expenses arising from:

- a) any wilful, wrongful, fraudulent, unlawful, or negligent act or omission by you or your employees/agents/contractors related to this Agreement;
- b) any breach by you of your warranties or obligations;
- c) guest claims connected with our performance of the Services;
- d) any breach of law or regulation by you, including installing cameras or recording devices inside the Property;
- e) third-party claims arising due to your insolvency/bankruptcy; and/or
- f) third-party claims caused by your failure to provide services to guests.

11.2 We indemnify you for reasonable loss, cost, or expense resulting from our fraudulent conduct while performing the Services.

11.3 You release us from claims connected with us supplying the Services, except claims arising from our deliberate breach of this Agreement.

12. LIABILITY

Except for clause 12.3, we are not responsible to you, and you release us from any claims for loss, damage, cost, or expense arising from our delivery of the Services or anything connected to it. We are never liable for lost profits, economic loss, loss of revenue, reliance loss, wasted costs, expected savings, goodwill loss, data loss, or any indirect or consequential loss, whether foreseeable or not, and whether or not you warned us of the risk.

12.1 You acknowledge that warranties or conditions may be implied under the *Competition and Consumer Act 2010 (Cth)* and similar laws. To the maximum extent allowed, all implied warranties/conditions are excluded. We do not guarantee our systems are uninterrupted, error-free, or virus-free. Apart from express warranties in this Agreement, we give no other warranties or representations.

12.2 Where liability cannot be excluded but can be limited, we may choose to: re-supply Services, pay for re-supply, repair/replace goods, or pay repair/replacement costs.

12.3 If we are liable and cannot exclude that liability, our total liability for any claim (contract, equity, tort including negligence, statute, or otherwise) is capped at the total Fees you paid us in the 12 months immediately before the event giving rise to the claim.

13. INTELLECTUAL PROPERTY

13.1 Intellectual Property Rights created by a party while fulfilling this Agreement belong to that party unless otherwise agreed in writing.

13.2 We grant you a limited, revocable licence during the Term to use our Intellectual Property Rights supplied under this Agreement, subject to any usage conditions we give you in writing.

14. REPORTING

Each month we will send you a report showing bookings for the Property, accommodation charges generated, and Fees paid in relation to the Property.

15. RELATIONSHIP OF THE PARTIES

15.1 You confirm that, from the date(s) in the Agreement Form, we are your exclusive provider for the Services (or substantially similar services) for the Property.

15.2 This Agreement does not create a partnership, joint venture, employment, or agency relationship. We act as independent contractors.

16. COMPLETE AGREEMENT

This Agreement contains the full understanding between the parties regarding the Services and replaces all prior discussions, agreements, or representations.

17. NOTICES

Any notice or consent must be written and sent to:

- a) you: the Owner or Authorised Representative in the Information Table; and
- b) us: the Managing Director, or another address we notify to you in writing.

18. SET-OFF

We may, and you authorise us to, deduct or set off any amount you owe us from money we hold on your behalf, at any time, without notice and without liability.

19. CHANGES TO THIS AGREEMENT

We may change these terms during the Term by giving you written notice, and your continued use of Services will mean you accept the updated terms. Otherwise, changes must be agreed in writing by both parties.

20. ASSIGNMENT

20.1 We may transfer (assign) any or all of our rights under this Agreement to another person at any time without asking you, and this does not reduce your responsibilities.

20.2 You must not assign this Agreement or any of your rights or obligations under it.

20.3 If you are a corporation, any change in your main shareholding or in control of any entity that controls you is treated as an assignment and requires our consent. An entity controls you if it can influence management or operational decisions of your business.

21. GOVERNING LAW

This Agreement is governed by the laws of the applicable State or Territory in Australia. Both parties submit to the non-exclusive jurisdiction of that State or Territory's courts.

Agreement

In signing this agreement, I declare that that I have read the *Services Terms* and the attached *Terms and Conditions*. I acknowledge and agree to the terms of this *Service Agreement* including:

- (a) the services described in the attached Service Terms;
- (b) to pay the Fees in accordance with the Fee Schedule; and
- (c) the Standard Terms and Conditions attached.

	Party Details
Property Owners (if multiple owners, the party signing declares they have permission to do so from all relevant individuals)	Name: Signature: Date:
Managing Company (signed by authorized individual)	Name: Position: Signature: Date: