

# Soap Aid Terms and Conditions

This page details the terms and conditions (**T&C**) for participation by hotels in the Soap Aid Hotel to Hands Program.

Please click the button marked “**YES**” to confirm you have read and agree to these T&C.

Your agreement to these T&C is the first step in becoming a Hotel Champion. Please note that your ongoing involvement with Soap Aid (including your permission to access our website ([www.soapaid.org](http://www.soapaid.org) - **Site**) is conditional upon you agreeing to and complying with these T&C (as amended from time to time). We reserve the right to amend the T&C at any time in our absolute discretion and will post our amended T&C on the Soap Aid website (**Site**).

## Information About Soap Aid

We are Soap Aid Ltd ACN 157 842 316 (**Soap Aid**), an Australian registered charity. You can contact us:

- by mail - 81-85 Malcolm Road, Braeside, VIC Australia 3195;
- by email - [save@soapaid.org](mailto:save@soapaid.org)

Any reference to “we”, “us” or “our” in these T&C is a reference to Soap Aid.

Further information about who we are, what we do and why we do it can be found at [www.soapaid.org](http://www.soapaid.org).

## BENEFITS

Hotel Champions are entitled to:

- 12 collections of waste soap per annum (we ask that only one collection be booked each calendar month)
- Access to the Soap Aid online logistics and reporting platform
- An introductory (one-off) Hotel Champions Kit
  - Tent cards for guest rooms
  - In-room Soap Aid promotion video confirming hotel support
  - Staff training materials
  - Back of house poster
  - Live reporting on donations made (accessible via Site)

## OBLIGATIONS

Hotel Champions are required to:

- pay the annual subscription fee of \$7.50 AUD plus GST per room per annum; and
- comply with these T&C.

# THE FINE PRINT

## 1. Your Legal Status

- Any reference to “you” in these T&C is a reference to the entity which is or will be registered as a Hotel Champion.
- By clicking on “I Agree” on these T&C you warrant:
  - that you are legally capable of entering into binding contracts and performing the obligations under these T&C;
  - the individual who applies for registration on your behalf has the authority to do so; and
  - that you authorise Soap Aid, until further notice by you in writing, to arrange for your credit card to be debited annually as set out in clauses 2 and 9 below.

## 2. What Do You Pay

- On registration as a Hotel Champion and annually thereafter you will be required to pay a subscription fee (**Fee**).
- The Fee will be calculated based on the number of guest rooms at your hotel.
- Currently, the per room charge is \$7.50 AUD plus GST per annum.
- You can pay the Fee by completing the registration form on the Site which will direct you to a secure third party payment platform.
- Your subscription will be automatically renewed each year on the anniversary of your first payment in accordance with clause 9 below.
- If you require additional back of house or marketing collateral, these can be purchased from [save@soapaid.org](mailto:save@soapaid.org).

## 3. What Do You Receive

- On receipt of payment of the Fee, Soap Aid will provide the following services (together, the Services):
- A personalised account on the Site to manage your subscription and collections (**Account**)
- 12 collections of waste soap per annum;
- Hotel Champions Kit
  - Tent cards for guest rooms
  - In-room video showing hotel support
  - Staff training materials
  - Staffroom poster
  - Regular impact reports

## 4. Collection Guidelines

- Pickup from your hotel by the freight company will only be undertaken during business hours (Monday to Friday, 9am - 5pm).
- You must package all soap for return to Soap Aid in accordance with the Soap Aid guidelines (available on the Site and also detailed in the Hotel Champions Kit).

- If you book a collection via the Site and at the confirmed collection time the soap you wish to return to Soap Aid is not packaged in accordance with the Soap Aid guidelines or otherwise immediately available for the courier to collect at the nominated time and place, such failed collection will count towards your annual quota of collections.

## **5. Account**

- You will be able to manage your registration as a Hotel Champion, book collections and liaise with the Soap Aid team via the Site.
- You are responsible for the accuracy of the information you provide to us and the data you enter on your Account.
- You are responsible for all actions taken by any person who accesses or uses your Account.
- You should ensure that only authorised representatives are provided with your log in details and that the password is changed if you no longer want a previously authorised person to have continued access.
- You must maintain the confidentiality of your password and notify us immediately at [save@soapaid.org](mailto:save@soapaid.org) if you become aware of any unauthorised use of your Account.
- You must not and must ensure that none of your authorised representatives:
  - use your Account for any unlawful purpose;
  - impersonate another person;
  - misrepresent your authority to act;
  - introduce any viruses or other malicious code;
  - undermine or attempt to undermine the security or integrity of the computing systems or networks relating to or associated with the Account or our IT system;
  - attempt to gain, or allow others to gain, unauthorised access to our IT system; and
  - attempt to decompile, or reverse-engineer any part of your Account or our Site; or
  - transmit any material in violation of any law or rights of any person, including material protected by copyright, material that is threatening or obscene, material that is defamatory or material protected by trade secrets or privacy.

## **6. Intellectual Property**

- You may not use our intellectual property (including our registered trademark, logo or copyright) except in accordance with the guidelines published on our website from time to time. If you wish to use the Soap Aid logo for marketing purposes, please contact us at [save@soapaid.org](mailto:save@soapaid.org), to make your request.

## **7. Our Liability**

- To the full extent permitted by law:
  - all conditions and warranties which would otherwise be implied in these T&C (by statute, general law, equity or otherwise) are expressly excluded;
  - our liability for all claims connected directly or indirectly with these T&C and the Services is limited to the amount paid by you to Soap Aid in the preceding 12 month period on account of Fees. Legislation providing for apportionment of liability also applies;

- Soap Aid excludes all liability for:
  - loss of profit, goodwill, business opportunity or anticipated savings or benefits; and
  - indirect or consequential loss or damage.
- Soap Aid accepts no liability to any third party in connection with these T&C or the Services;
- Soap Aid shall be discharged from all liability in connection with these T&C and the Services, whether under the law of contract, tort, statute or otherwise, on the expiration of one year from the date on which the final collection of soap is made from you.
- Access to your Account and the Site may, from time to time, be disrupted. We will not be liable to you in the event of such disruption, whatever the cause.

## 8. Term and Termination

- The Fees relate to a 365 day period (**Term**).
- If you do not pay the Fee you will not be permitted to access your Account or book any soap collections.
- We may terminate provision of the Services if:
  - during the Term:
    - you fail to follow our reasonable and lawful directions relating to:
      - use of our Site;
      - booking collections;
      - use of our intellectual property rights;
    - you become insolvent;
  - at the end of the Term, you have not paid Fees in respect of the following year.
- You may cancel your Account at any time during the Term. Such cancellation will NOT entitle you to any refund of the Fee.

## 9. Direct Debit

- On each anniversary of your subscription, we will automatically charge the then current Fee to the credit card you nominate (either at the time of your initial subscription or pursuant to your updated directions, as the case may be).
- We will forward you a tax invoice for the annual Fee within 28 days.
- Soap Aid will give you at least 14 days' written notice if it proposes to vary details of this arrangement, including the amount and frequency of payments.
- If you wish to defer any payment or alter any of the details provided to Soap Aid, you must log on to the Site and make changes via your Account.
- Any queries concerning charges or disputed charges must be directed to Soap Aid in the first instance. You may obtain details of the claims process by contacting Soap Aid at [save@soapaid.org.au](mailto:save@soapaid.org.au).
- By clicking on "I Agree" on these T&C, you warrant and represent that you are duly authorised to request that Soap Aid charge the nominated credit card annually, details of which you've provided to Soap Aid.
- It is your responsibility to have sufficient cleared funds available in the account to be charged to enable the payment to be made in accordance with this direct debit request.

- If a payment falls due on any day which is not a business day, the payment will be made on the next business day.
- If you wish to cancel this direct debit request or to stop individual payments, you must give at least 7 days' written notice to Soap Aid at [save@soapaid.org.au](mailto:save@soapaid.org.au).

#### **10. Entire Agreement**

These T&C comprise the entire agreement between Soap Aid and you to the exclusion of any express or implied term, whether expressed orally or in writing, including any conditions, warranties and representations and shall supersede all previous letters of engagement, undertakings, agreements and correspondence.

#### **11. Relationship**

You agree and acknowledge that nothing in these T&C shall be deemed to create a partnership, joint venture, fiduciary, employment, agency or other relationship between you and Soap Aid.

#### **12. Assignment**

You may not assign, transfer or novate your rights and obligations under these T&C without the prior written consent of Soap Aid (such consent not to be unreasonably withheld).

#### **13. Applicable Law**

These T&C will be governed by the laws of Victoria, Australia and the parties agree to submit to the exclusive jurisdiction of the courts of Victoria and the Federal Court of Australia.