MELBOURNE CORPORATE STAYS

GLOBAL ACCOMMODATION SERVICES PTY LTD (ABN 99 603 584 729) t/a Melbourne Corporate Stay

TERMS AND CONDITIONS

1. GENERAL

1.1. These Terms and Conditions ("Terms") contain all of the terms upon which GLOBAL ACCOMMODATION SERVICES PTY LTD (ABN 99 603 584 729) t/a Melbourne Corporate Stays provides you with a licence to stay at the Premises as a guest.

1.2. In these Terms and Conditions, unless the context or subject matter otherwise requires:

Booking Platform means any websites or booking engine on which the Premises is listed. Booking Platform includes but is not limited to Airbnb, Booking.com and our website;

Confirmation Notice means the notice confirming the details of your booking;

GST has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth)*;

House Rules means the list of house rules that that you must follow during your stay at the Premises;

Premises means the premises provided by us to you under the short stay arrangement the subject of these Terms;

Security Deposit means the security deposit set out in the Confirmation Notice;

Tax invoice has the same meaning as in the GST Act;

Terms means these Terms and Conditions;

Us, our or **we** refers to GLOBAL ACCOMMODATION SERVICES PTY LTD (ABN 99 603 584 729) t/a Melbourne Corporate Stays;

You or **your** refers to you as the guest staying at the Premises pursuant to these Terms, and where the context permits, includes any guests or invitees of yours that attend the premises.

2. LICENCE

2.1 Subject to these Terms, we grant you and your guests a licence to stay at the Premises at the dates and times set out on your Confirmation Notice or otherwise as agreed in writing.

2.2 You agree and acknowledge that your license to stay at the Premises is conditional on you observing all of the Terms and House Rules at all times.

2.3 You agree and acknowledge that we may, at our absolute discretion, revoke your license to stay at the Premises under Clause 2.1 should you fail to observe any of Terms and/or the House Rules. In such events, we are entitled to immediately evict you from our Premises and you agree to cooperatively remove all your belongings and leave the Premises.

3. PAYMENT OF MONIES

3.1 You shall pay your accommodation fees by the date(s) set out in the Confirmation Notice or according to the Booking Platform policy, and in any event at the commencement of your stay at the Premises.

3.2 In the event that you do not pay your accommodation fees by the due date(s), we may cancel your booking and you may be liable for cancellation fees in accordance with Clause 5.

4. PAYMENT OF SECURITY DEPOSIT

4.1 You agree to provide a Security Deposit by electronic transfer to our Commonwealth Bank bank account or by BPOINT before or upon arrival.

4.2 You authorise us to deduct from your Security Deposit, any charges related to:

a. Cancellation fees pursuant to Clause 5;

b. Additional guests pursuant to Clause 6;

c. Additional charges pursuant to Clause 9;

d. Indemnity claims pursuant to

(i) Parking (Clause 7);

(ii) Use of Premises (Clause 8); and

(iii) Any other loss that we are entitled to compensation for under these Terms.

4.3 In the event that there are any monies owing by you under these Terms in excess of the Security Deposit, you shall pay the balance upon demand and in any event within seven (7) days. Any late payment will attract interest at the rate of 2% plus the rate set out in the Penalty Interest Rates Act 1983 (Vic), with such interest to compound and accrue monthly.

4.4 We shall provide a Tax Invoice for any monies owing.

5. CANCELLATION POLICY

5.1 You agree that the cancellation policy listed on the Booking Platform with respect to the Premises applies to and is incorporated into these Terms.

6. NUMBER OF GUESTS

6.1 You warrant that the number and details of the guests stated on the Confirmation Notice is accurate.

6.2 You agree that you will notify us if the number of guests increase prior to or during your stay at the Premises. You may only permit additional guests on the Premises with our prior written consent.

6.3 You agree that each additional guest will incur the additional charge of AUD$ 30 per day for each extra guest.

6.4 You agree that you will provide us with proof of your identity matching with the details provided in the Confirmation Notice upon arrival, in whichever form we require.

7. PARKING

7.1 If there is any parking provided for your stay with us, you must:

a. Park only in your allocated carpark(s);

b. Not park in any other park not allocated to you;

c. Not park in any other places not designated as a carpark, including any area which would obstruct traffic in the carpark (i.e. driveway or other common area); and

d. Drive in a safe and lawful manner, and follow any signs or other directions on the Premises or the common property.

7.2 We will not be responsible for, nor have any obligation to ensure, the safe custody of any motor vehicle parked in the car parking spaces nor for any goods in any such motor vehicle;

7.3 You acknowledge that we may suffer serious consequences, including the loss of our ability to provide short stay accommodation, if you breach this Clause.

7.4 You will indemnify us against any complaints and all costs, liability, loss or damage incurred or suffered by us as a result of your breach of Clause 7.1, including lost profit in the event that we are unable to continue to provide short stay accommodation as a result, in whole or in part, because of your breach of this Clause.

8. USE OF PREMISES

8.1 You acknowledge and undertake that:

a. The Premises are subject to the following owners corporation rules (as applicable):

915 Collins Street, Melbourne:

https://melbournecorporatestays.au/oc-rules-915-collins-st/

A copy of the owners corporation rules is also available in hardcopy at the Premises.

b. You agree that you have read, understood and agree to abide by the owners corporation rules.

c. The Premises may have House Rules or similar and that you shall abide by such rules;

d. You warrant that you will not do anything which might cause nuisance, damage or disturbance to a tenant, occupier or owner of any adjacent property.

e. The intended purpose of your stay is for domestic purposes only, and that you are not using the Premises for commercial purposes;

f. You will not organise or allow the Premises to be used for any parties, functions or any social gathering involving people other than your guests listed on the Confirmation Notice without our prior written consent. You warrant that the maximum number of people that will be present at the Premises and/or the common areas of the Premises are the number of guests stated on the Confirmation Notice unless you have our written consent to permit any other persons onto the Premises;

g. You will not bring any pets onto the Premises without our prior written consent;

h. You shall keep the Premises in a clean, neat and tidy manner;

i. You shall not cause any harm or damage to any property. In the event that you do cause any harm or damage to any property you shall immediately notify us of that fact.

8.2 You acknowledge that we may suffer serious consequences, including the loss of our ability to provide short stay accommodation, if you breach this Clause.

8.3 You will indemnify us against any complaints and all costs, liability, loss or damage incurred or suffered by us as a result of your breach of Clause 8.1, including lost profit in the event that we are unable to continue to provide short stay accommodation as a result, in whole or in part, because of your breach of this Clause.

9. OTHER CHARGES

9.1 You agree that the following conditional additional charges are applicable:

a. Loss of key or fob: AUD $300 per key / fob and

b. Call out fee if you are locked out of the premises: AUD $100 per call

9.2 Without limiting any other Terms, you acknowledge and agree that the following charges might be applicable if you fail to comply with these Terms:

a. Cleaning and garbage removal charges;

b. Repair charges;

c. Charges to replace any missing items and missing linen;

d. Any other charges that might be required to restore the premises to its original condition.

10. OUR SERVICE TO YOU

10.1 Our services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- to cancel your service contract with us; and to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.

10.2 Subject to the above, you acknowledge that the description of the Premises is intended as a guide only and that the condition the Premises, and the facilities and services available, may vary from time to time, including for reasons outside of our control.

10.3 If we are unable to provide you with accommodation for any reason, we may, in our discretion, provide you with alternative accommodation.

10.4 You acknowledge that the provision of internet services at the Premises is a complementary service that is dependent on a third party service provider. We provide no guarantees as to the availability or reliability of the internet services during your stay at the Premises, nor do we accept any liability in the event that you are unable to access the internet during your stay for any reason.

11. CANCELLATION

11.1 Sometimes it becomes necessary for us to cancel a booking. We may cancel your booking at any time for any reason. If it becomes necessary for us to cancel your booking, we shall notify you as soon as possible after it becomes apparent to us that we can no longer maintain your booking.

11.2 If we cancel your booking in circumstances other than as a result of your breach of these Terms, we shall refund any prepaid amount paid by you.

11.3 We shall not otherwise be liable to pay you any monies as a result of us cancelling your booking.

12. PRIVACY STATEMENT

12.1 We may collect your personal information in the course of providing the service.

12.2 We may use such personal information to comply with our obligation pursuant to these Terms, to fulfil your requests for other services and to contact you about specials and other promotions.

12.3 We will not disclose your personal information to third parties except as reasonable required to conduct our business or as required by law.

13. ONLINE REVIEWS

13.1 We appreciate when patrons provide us with online reviews. If you provide us with an online review on a third party website, you authorise us to republish your review on our website.

14. GOODS LEFT AT PREMISES

14.1 You are responsible for ensuring that you remove all of your personal belongings and other goods when you vacate the Premises. Notwithstanding any other provision of these Terms, we accept no responsibility for any loss or damage caused to any such personal belongings or any other goods left by you at the Premises.

14.2 You agree that you shall be responsible for any costs that we incur in returning your personal belongings or goods to you or in otherwise dealing with your personal belongings or goods.

14.3 You acknowledge that we may deal with your personal belongings or goods in any manner permitted by law.

15. LIMITATION OF LIABILITY 15.1 You acknowledge that, to the extent permitted by law, we and our employees, contractors and sub-contractors are not responsible for any harm, damage, loss, cost or expense that you or any third party may suffer as a result of any services provided by us, except for any negligent act

or omission by us, and you release us from any liability from any claim in relation to any harm, damage, loss, cost, or expense thereto.

15.2 In the event that we are liable to you in any way arising from us providing services under these Terms, the parties agree that, to the extent permitted by law, the limit of our liability will be an amount equal to the fees that we charged for providing such services.

16. INDEMNITY

16.1 You indemnify us against any harm, damage, loss, cost or expense that we suffer as a result of a breach of these Terms by you, or for any act or omission by you, your guests or invitees as a result of your use of the Premises, including lost profit in the event that we are unable to continue to provide short stay accommodation, in whole or in part, because of that conduct.

16.2 You indemnify us against any claims made by you, your guest, invitees and any third party against us as a result of a breach of these Terms by you, or for any act or omission by you, your guests or invitees arising from your use of the Premises.

17. MISCELLANEOUS

17.1 These Terms can, and are intended to, operate after the end of your stay.

17.2 If any provision of these Terms does not comply with any law, then the provision must be read down so as to give it as much effect as possible. If it is not possible to give the provision any effect at all, then it must be treated as severable from the rest of these Terms. This approach is to be used equally where any court is construing these Terms and Conditions and finds an invalid provision.

17.3 These Terms, along with the Confirmation Notice and House Rules, constitute the entire agreement of the parties with respect to its subject matter and supersede all prior agreements and understandings between the parties in connection with it and in connection with their relationship in respect to the subject matter of these Terms, whether written or verbal.

17.4 These Terms shall include all terms implied by operation of law.

17.5 We may update these Terms from time to time by writing to you. Where we update these Terms, the updated Terms will take effect for the next service that we provide to you.

The laws of the State of Victoria shall apply to these Terms and the parties submit to the jurisdiction of the courts of Victoria.