



STANDARD TERMS AND CONDITIONS OF GUEST REALTY AUSTRALIA PTY. LTD. LN 10119471 ABN 81 656 780 120 (GR)

These Terms and Conditions were last updated on 20 December 2022.

A. GENERAL

A.1 GUEST RESPONSIBILITY A.1.1 It is your responsibility to have read and understand these Terms and Conditions before making a reservation and paying a deposit. A.1.2 We reserve the right to change all or part of these Terms and Conditions at any time. It is your responsibility to keep yourself updated on any changes to these Terms and Conditions published on our Website. We are not obliged to notify you of any changes to the website or to our terms and conditions in advance. It is your responsibility to check our website published version conditions from time to time to acquaint yourself with the current version as published on the website. If you object to a change of the Terms and Conditions after paying your deposit, it is your responsibility to immediately advise us at the contact details provided on the Website, and we both agree to negotiate reasonably to produce an outcome acceptable to both parties. Any such negotiation must take place before you occupy the Premises. A.1.3 You must monitor the observance of these Terms and Conditions by your guests and visitors. A breach of these Terms and Conditions by your guests or visitors will be considered a breach by you. A.1.4 A breach of these Terms and Conditions will result in, but is not limited to, you being evicted from the Premises, losing your Bond (if any) and/ or other monies paid (or owed) by you. A.1.5 Your credit card details will only be used to pay for amounts relating to your reservation where directed by you. This information will never be supplied to a third party by us and will not be used for any other purpose. A.1.6 By paying the deposit you agree to enter into an agreement to rent the Premises from us in accordance with these Terms and Conditions. A.1.7 If the Premises are damaged during your occupancy due to accidental, negligence or wilful act of the guest or the guest's invitees, the Premises will be repaired by us at the cost of the guest. Any damage over the amount of \$500 may result in a report lodged with the police as malicious damage. A.1.8 Use of the Premises for any event or use other than as residential holiday accommodation will be considered as 'Disruptive Behaviour' – refer I.8, and treated as per clauses D.10.1 and D.10.2. **A.2 Guests must:-** A.2.1 contain noise at a reasonable level and, in particular, between 9pm and 9am. A.2.2 comply with parking regulations and show consideration to neighbours and other vehicles (If Applicable). A.2.3 Guests must not leave rubbish in common or public areas. A.2.4 notify and report any concerns/complaints re the condition of the property to our office within eighteen (18) hours after arrival. A.2.5 minimize their impact upon the residential amenity of the neighbours and local community. A.2.6 be responsible for any visitors. A.2.7 observe and abide by any Body Corporate Rules/ property house rules and respect the residential amenities of the property and neighbours. A.2.8 maintain the security of the Premises. Please note that Guests will be held responsible for any incident that occurs during their stay or upon departure as a result of the premises being left unsecured. A.2.9 abide by any noise abatement order issued by police or any regulatory authority. A.2.10 refrain from engaging in any drunken, obscene or antisocial behaviour. A.2.11 if making Social Media type reviews (eg booking websites, social media, or otherwise) to: 1. In accordance with clause A.2.4, ensure that we have been contacted regarding any issue/s first and been given the opportunity to put the issue/s right. 2. In posting reviews, act in good faith, and be accurate and specific with any statements made, and also about our effort/s to put things right for you. We encourage the responsible use of social media. By making a review about us or any of our apartments, on booking websites, social media or otherwise, you acknowledge that you are fully aware of the laws relating to defamation. **A.3 INFORMATION ABOUT THE PREMISES** A.3.1 While GR makes every effort to ensure that this information is current and kept up to date, this information may change without notice. The description of the Premises is made in good faith and we do not accept any responsibility for any inaccuracies. All photos on this Website were taken on site and are provided as a guide only. A.3.2 Photographs on the Website are an accurate representation of the described property at the date/time the photograph was taken and are subject to change

with fair wear and tear. Neither GR nor the owner of the Premises accepts responsibility for personal perceptions. Nor do we take any responsibility for any errors or omissions contained on the Website. If any feature/facility is essential for the guest in choosing a particular property, it is recommended that the Guest checks this with the reservation staff at time of reservation. GR cannot be held liable for omissions or errors, whether temporary or permanent, in regards to a property's facilities and services.

A.3.3 All properties under management are privately owned and are rented on a fully self-contained basis. In the event of faults and/or malfunctions of appliances or inclusions, there is no obligation from the owner or GR to compensate or discount. We do not accept responsibility for any inconvenience with machinery breakdown. In such circumstances, GR will undertake best endeavours (during normal business hours) to repair, replace or hire an alternative.

A.3.4 All properties are non smoking inside. A.3.5 Internet Wi-Fi (WiFi)– In some apartments we provide broadband ADSL or NBN, in some we provide free Wi-Fi "portable hotspot" modems, and associated instructions, i.e Device ID, WiFi key, etc. These may be loaded with data packs purchased from the carrier by the Guest, in accordance with the published instructions. Where broadband ADSL or NBN services are provided, please do not touch, restart or reset the internet router in your property or unplug any cables. A surcharge of \$154 may apply if we have to call out our IT support. Wi-Fi services are not to be used to make offensive or nuisance communications in whatever form. Such usage includes posting, transmitting, uploading, downloading or otherwise facilitating any content that is unlawful, defamatory, threatening, a nuisance, obscene, hateful, abusive, harmful (including but not limited to viruses, corrupted files, or any other similar software or programs), a breach of privacy, or which is otherwise objectionable. WiFi is not to be for anything unlawful, immoral or improper. Any misuse of the WiFi may result in partial or full loss of bond. Please note that just like any modern service, these are subject to third party inputs, just like at home, telecom and internet connection issues can happen. As these are third party services, we can't provide any guarantees, though we will do what we can (during normal business hours). If this is critical for you, please have a back-up service such as WiFi dongle or funds set aside for other internet connections if this service is a must-have for medical conditions, business, children or otherwise.

A.3.6 Third party supplied services, i.e WiFi, Foxtel are open to issues including but not limited to technical failure and down time. We cannot warrant against this.

B. RESERVATION CONDITIONS

B.1 TARIFFS/FEES B.1.1 Tariffs/ Prices listed on our Website are a nightly rate based upon a minimum stay of three (3) nights, four (4) nights, or five (5), and are guide only. Tariffs, Prices/quotations are subject to change without notice and will not be guaranteed until deposit has been successfully processed by us and you have received formal confirmation of your reservation from us via email. We operate a dynamic pricing structure, tariffs change regularly. If a lower tariff is listed for a comparable property than previously booked we unfortunately cannot amend the tariffs charged after a deposit has been successfully processed by us. B.1.2 Surcharges may apply to one and two night stays. For School Holidays and between Christmas Day until early January a minimum of five (5) night stay is applicable for 2 bedroom apartments and minimum of four (4) night stay for 3 bedroom apartments. B.1.3 The number of persons included in the quoted tariffs is outlined on each respective property listing. B.1.5 Optional Extras, if available, are included on the reservation form, such as Rollaway Bed, PortaCot, Baby High Chair. B.2 PAYMENTS/DEPOSITS B.2.1 We accept Credit card (Visa, Mastercard, and an appropriate cost of card surcharge), which are processed to our Real Estate Trust Account. If Bank Transfers are used, a copy of the internet bank transfer receipt must be emailed to our office as soon as this is made. Payment of any amount due must be received in Australian dollars net of any bank or other transaction charges. B.2.2 A fifty percent deposit (50%) deposit of the Total Reservation Fee or \$220, whichever is the greater is required to secure your reservation and must be paid at the time of making your reservation. B.2.3 The balance of the Total Reservation Fee must be paid at least 30 days before your arrival date. We will endeavour to send you a courtesy reminder 30 days before your arrival date, but the responsibility to make the payment rests with you. B.2.4 For reservations made within 30 days before your arrival date, full payment of the Total Reservation Fee is required at the time of reservation. B.2.5 No matter what the circumstances, the Total Reservation Fee must be paid by you no later than 30 days before your arrival date. B.3 Booking Process B.3.1 Direct Bookings (i.e. via GR's Website). B.3.1.1 The Guest responsible for the booking enters all the required details via the online booking form and then submits the booking request. B.3.1.2 A computer generated email is automatically sent to the Guest advising that an online request has been received and is awaiting processing.

B.3.1.3 GR staff will by the end of the next business day check the booking request for completeness and accuracy, check there is no double booking (B.3.2.5), make the required changes (if any) and send a

confirmation from the reservation software system by email once the deposit payment has been processed that all is in order and the booking is confirmed.

B.3.1.4 Only at this point does a contract exist between the property owner as the accommodation provider and the Guest. B.3.2 Indirect Bookings (ie via Third Party Agents). B.3.2.1 The Guest responsible for the booking enters, and sets up all the required details, and makes payment (if using a third party Agent payment process), in accordance with the Third Party Agents process, GR will get a notification from the Third Party Agent with all relevant details.

B.3.2.2 GR staff will check the third party booking for completeness and accuracy, make the required changes (if any) and if there are any issues, advise the Agent and the Guest. GR reserves the right to decline a third party agent booking if on review, in the GRs' opinion, the booking details are deemed to be inaccurate (i.e. mispriced), or if there is a double booking situation (B.3.2.5). If there are any issues GR will advise the Agent and the Guest, if there are no issues advised, the booking is confirmed.

B.3.2.3 Only at this point does a contract exist between the property owner as the accommodation provider and the Guest. B.3.2.4 Any subsequent changes or alterations to bookings must be in writing as telephone conversations are not recorded.

B.3.2.5 GR take every care to avoid double bookings. However GR has several Reservation Staff/Agents who work simultaneously on numerous enquiries/bookings. GR also have online bookings at different channels. Occasionally double bookings occur where GR agrees to a booking and then a subsequent booking is inadvertently processed/instantly booked prior to the first mentioned booking being entered into our system. In such a case, the booking first agreed to takes preference and the latter booking will be cancelled. GR will not be liable under such circumstances.

C. REFUNDS AND TERMINATING YOUR RESERVATION

C.1 TERMINATION BY GUEST C.1.1 If you cancel your reservation for any reason, you must notify us in writing (via email), and the following cancellation fees apply. C.1.2 If cancelled less than 30 days before arrival, 100% of the Total Reservation Fee will be forfeited by you. C.1.3 If cancelled more than 30 days before arrival, the deposit paid (as per confirmation email) will be forfeited by you. C.1.4 If the Total Reservation Fee has not been paid 30 days prior to your arrival date we may terminate the reservation without notice to you and seek to re-let the Premises. If your reservation is terminated under this clause, you will automatically forfeit all monies paid by you. C.1.5 No refund will be given for early departure. C.1.6 Refunds cannot be made for reservations cancelled due to inclement weather or illness. We recommend that you take out comprehensive travel insurance to protect you in this regard. It is extremely important that you take out Travel Insurance. It is VERY IMPORTANT that this insurance covers you for involuntary cancellation of your holiday outgoings. C.1.7 Reservations may be transferred to a future date, at a cost of \$220, provided that the request to transfer by the guest: Is made at least 30 days before arrival, and is for the same property, and is for a duration of at least five (5) nights, and is for a period not later than four (4) months after the original arrival date, and the applicable tariff for that season is correctly applied. C.1.8 Except for circumstances outlined in clause C.2.1 credit card refunds are not permitted. C.2 TERMINATION BY AGENT C.2.1 If the Premises becomes unavailable for occupancy before or during your stay for any reason (i.e. damage to the Premises, carrying out emergency repairs, sale of the Premises by the owner, the termination of our appointment to act as Agent for the Premises or any other eventuality), we will endeavour to find suitable alternative arrangements for your stay. If satisfactory alternative arrangements cannot be made, we will refund monies paid for the whole or part of the reservation not fulfilled. C.2.2 We cannot be held responsible should a property be listed for sale, sold or Agents appointment to act is terminated and your reservation is cancelled. If the management of the property you have booked is moved to another agency, the agent will endeavour to negotiate a suitable outcome for you to retain your reservation in the property. Should a suitable outcome for you to retain your reservation in your initial property, clause B.3.2.1 and the first sentence of B.3.2.2 will apply.

D. CONDITIONS OF OCCUPANCY

We endeavour to be in contact with you to advise check in arrangements approx. 36 hours before your arrival however the details are within the email correspondence sent out from our office. All queries in regards to check in arrangements should be directed to our office at accounts@guestmanagement.sydney. If you expect to arrive early in the day and would like immediate access to your apartment, we recommend reserving the property for the prior night to guarantee immediate access. Similarly, for late departures, reserving an additional night will guarantee access to your property until you depart.

D.1 CHECK-IN AND CHECK-OUT D.1.1 Check in time is from 1.00pm onwards on the day of arrival. You may be required to utilise a lockbox for a self-check-in, if this is the case we will contact you to send instructions. Check Out time is by 10am on the day of departure, to allow time to prepare the property for the next Guests. D.1.2 You must check out before 10.00am on your check out day. We employ contract housekeeping who work to pre-arranged daily schedules therefore there is NO flexibility that allows for a later check out (unless approved prior in writing). If a property is not vacated or guest refuses to leave by 10.00am or by the agreed time previously arranged in writing (email), this will be considered an act of trespass and we reserve the right to contact the authorities to have the guest removed forcefully. A penalty fee (late check-out fee) of \$30/hour for every hour or part thereof will be taken from your bond if the property is not vacated by the agreed time. If you need access to the property after 10am, please request the day beforehand. Once housekeeping arrives to your room at 10am, requests for late checkout cannot be processed. Reservations may be able to arrange a late check-out at a proportion of the next night's tariff, subject to availability.

D.2 KEYS D.2.1 We provide 1/2 accommodation keys to each apartment. You are responsible for the safekeeping and replacement of accommodation keys. Replacement or lost keys will be provided at an additional charge of \$250 per key, this will be taken from your security deposit or security bond. Should a key be lost, or be otherwise unaccounted for you must advise our office immediately so we can cancel the appropriate key for security reasons (you are responsible for any unauthorized entry) until these are cancelled. D.2.2 Should you lock yourself out of the apartment, and require us to attend, to open the property for you, a call out fee of \$66 will apply during office hours, \$132 if outside of office hours. D.2.3 Both accommodation keys must be left inside the property either on the property dining table or designated key place, upon check out. If both accommodation keys are not left inside the apartment, any charges incurred to retrieve the key sets are the responsibility of the guest, in addition, a \$66 administration charge, plus any replacement key fee (if applicable) will be charged. On checking out, please ensure the door is locked behind you. (Please remember to take your car out of the property first). **D.3 USE OF PREMISES** D.3.1 To maintain a good standard for guests, certain conditions need to be complied with when staying at the Premises. We appreciate that most guests will respect the relevant property, but because of the occasional case of abuse there is a need to draw your attention to the following conditions: On departure, the Premises must be left in a similar state to the condition on arrival. Failure to leave the Premises in a satisfactory state will result in you incurring extra charges. You authorize us to charge you for the additional costs we incur to clean the Premises on your departure if this condition is not observed. Before departure, all food must be removed from fridges, all rubbish packaged and disposed off in the designated rubbish room outside of the apartment, crockery and cutlery washed and packed away. The Property must be left in a clean and tidy condition. The property should be vacated on time and secured. All windows and doors are to be locked. Only the number of people shown on the confirmation email may stay at the Premises overnight. The number of your guests at any time should not exceed the number stated on the confirmation email notice unless subsequently agreed in writing or email by us. If guests accommodate more than the agreed number of occupants this may result in a partial or full loss of bond. You must not use the Premises for any unlawful purpose. You must not smoke inside the Premises. Animals or pets are strictly prohibited on the Premises. If we find any evidence of a pet in or having been on the premises, a full Function Cleaning Fee (as per clause A.1.8) may be charged, plus replacement costs of any carpets, and the time taken to organize the associated trades people to restore the property to its original condition may be charged). Parties and other functions are strictly prohibited on the Premises. The Total Reservation Fee charged is for private domestic holiday use only. Accordingly this rate does not allow for the extra costs associated with functions in terms of cleaning, garbage removal, wear and tear, repairs etc. Any party or function will be treated as 'Disruptive Behaviour' refer I.8, and treated as per clauses D.10.1 and D.10.2 Disturbance to neighbours, including excessive noise, is strictly prohibited, will be treated as 'Disruptive Behaviour' refer I.8 and treated as per clauses D.10.1 and D.10.2 Please note you are in a residential area and regard must be paid to the quiet enjoyment of neighbouring properties. You must comply with all reasonable directions provided by us. If during your occupancy as an in-house guest you notify and or request (by telephone, email or SMS) maintenance to fix/rectify a particular matter the Guest authorizes us to enter the Premises to assess what is required and to carry out the required works. We undertake to always announce ourselves on arrival and will only enter the Premises if allowed by the Guest if in residence or if no persons are within the Premises we shall enter. Matters will be rectified as soon as possible during normal business hours and subject to the availability of the appropriate service personnel. D.3.2 We reserve the right to enter the Premises at any time for any reason to ensure the compliance with these Terms and Conditions. D.3.3 You agree that, although unlikely, we may need to access the property from time to time during your stay, i.e., to attend to repairs (if necessary), or to show the property to prospective purchasers (under Australian law, the owner of a property or his/her authorized representative (eg agent) is entitled to access the property for the purposes of showing the property to prospective purchasers on 24 hours notice). You agree that we may provide your mobile telephone number so that persons needing to access the property can arrange access with you directly. **D.4 BREACH OF CONDITIONS OF OCCUPANCY** D.4.1 A failure to comply with any of these conditions may be considered a serious breach of this agreement resulting in your eviction, the loss of your bond (if any) and/ or monies paid (or owed) by

you. D.5 BALCONY AND WINDOWS D.5.1 For your safety, if there is one or more balconies on the Premises please ensure that you, your guests and your visitors observe the following rules: A maximum of six (6) people are allowed on a balcony at any one time; Do not climb, sit on, push or use strong force against the railings; Avoid any behaviour which may cause damage to the Premises, the balcony or its safety features;

Avoid any behaviour that may cause a person to injure another person, themselves or cause someone or something to fall from the balcony; Do not go out on the balcony if you are under the influence of alcohol or drugs; Do not go out on balcony if it is wet or it has been raining as tiled surfaces may be slippery;

Ensure that all windows and balcony doors are locked before you leave the Premises. D.5.2 If children or persons of concern will be visiting or staying at the Premises, ensure that they are supervised at all times when using the balcony. D.5.3 At all other times, we highly recommend that you lock the door/s providing access to the balcony.

D.5.4 As an additional safety precaution, please ensure any blind or curtain cords do not pose a strangulation risk by making sure cords do not form a loop by fitting safety tassels and keeping beds, cots, playpens and other furniture away from blind and curtain cords.

D.5.5 Please note that the Building is under video surveillance and throwing objects from the balcony and windows is a criminal offence and is strictly prohibited. Persons doing so will be prosecuted under section 317 of the Criminal Code 1899(NSW). If indicted; this could be associated with life imprisonment. Should items be thrown from balcony or windows all guest/s will be escorted from the premises immediately without any claim to monies paid for their intended occupancy period.

D.6 POOL AREA/(IF APPLICABLE) S D.6.1 The pool and recreation area facilities are used at your own risk.

Glass or glass products are not permitted in the pool area. This condition is strictly observed. D.6.2 Please ensure that children and persons of concern are supervised in the pool and recreation areas and when using the pool and recreation facilities.

D.7 PARKING/(IF APPLICABLE) D.7.1 Guests must park their cars only in the designated parking areas and clear of driveways. D.7.2 You will be informed of the designated parking areas upon your request by us or at the time of check in and is subject to change. We cannot be held responsible for any fines imposed for non-observance of these rules. D.7.3 All Resorts have designated parking and must not park in non designated parking space, you may incur a parking fine. Any visitors must find alternative parking and not encumber non designated parking space or neighbours' driveways. D.8 LOSS, DAMAGE OR

INJURY D.8.1 If on arrival you; a) have any concerns re cleaning, b) notice any existing damage or breakages within the Premises you must report your concerns re the condition of the property to our office via email to accounts@guestmanagement.sydney noting the Property Number, within eighteen (18) hours after arrival. Otherwise it is agreed that all is in order with the Premises. D.8.2 You will be held responsible for any damage, breakages, theft or loss of any property on or in the Premises during your stay (including keys). If any property is affected in this manner, you will be responsible for all related costs for the repair or replacement of the affected property. You authorize us to deduct these costs from your bond (if any), monies paid (or owed) by you and if further required, charge your credit card accordingly. We are not required to produce receipt/s for items that need to be replaced, or issue you a tax invoice for any repairs that have been carried out at the premises or for any charges which have been claimed against you. Guest also acknowledges that, in the event of damage, theft or loss is such that the property cannot be occupied per the next scheduled reservation/s, the Guest is liable for the cost of those reservation/s until the property is restored back to its original state. Any further costs associated with moving guests due to arrive at the property that cannot occupy the property due to the damage caused by you will be at your cost. We also reserve the right to file a malicious damage to the authorities if deemed appropriate. D.8.3 Neither GR nor the owner of the Premises takes any responsibility for the loss or theft of your personal property or for any bodily injury that occurs on or at the Premises. The use of any equipment supplied or available at the premises is at the Guests risk. Personal property, damages, breakages, theft and loss of the guest's property and anyone else's property within the said property are the guests' responsibility during their stay. We recommend all guests to purchase travel insurance since Management are not responsible for any injuries, illness or accidents that may occur whilst staying at our property. We do not provide working safes in the apartments. D.9 INDEMNITY D.9.1 You agree to indemnify the owner of the premises, GR or any of their employees, agents, or sub-contractors against any demand, liability, damage, fines, loss or expense of any kind arising from but not limited to: Your breach of these terms and conditions; The availability or quality of the services; Any error or misrepresentation of information provided to us by suppliers; Loss of, damage to or theft of property, loss of life, injury or loss of employment in connection with the service. D.10 PARTIES AND OTHER ENTERTAINING D.10.1 You are absolutely prohibited from holding any type of party, or any loud gathering in the apartment/house, even a small party, or a small loud gathering ("Disruptive Behaviour"). You acknowledge that you are aware that Disruptive Behaviour will seriously disrupt other persons, especially those occupying other apartments in the building, and this is likely to seriously adversely affect our ability to continue using the

apartment, and possibly other of our apartments, for the purposes of our business. We have a zero tolerance policy on parties being held in the Premises. A party being defined as: Any situation where the maximum number of guests on the Premises is more than the permitted number of Guests; or Any situation where the noise level from the Premises is deemed too high thereby disturbing other guests and/or residents; or Any situation whereby excessive traffic to and from the Premises is identified; or Any situation where it is deemed that intoxication is occurring; or Any situation where it is identified that excessive alcohol is present. D.10.2 You acknowledge that you are aware that Disruptive Behaviour will seriously disrupt other persons, especially those occupying other apartments in the building, and this is likely to seriously adversely affect our ability to continue using the apartment, and possibly other of our apartments, for the purposes of our business. You agree that,

if you hold any type of party, or any loud gathering, in the apartment, even a small party, or a small loud gathering: D.10.2(a) you will immediately be evicted from the property without any entitlement to any refund of any amount paid in respect of your accommodation, including for any period after the date of your eviction;

D.10.2(b) you authorize us to immediately deduct up to \$1,000 from any credit card the details of which you have provided to us for the purposes of deducting any other amount in respect of your accommodation; D.10.2(c) you will not take any step to challenge the deduction referred to in D.10.2(b) via the issuer of the card, other otherwise;

D.10.2(d) you will owe to us a debt of \$2,500 less any amount we deduct from your credit card under D.10.2(b) which you will pay to a bank account nominated by us in full within two weeks of the date the Disruptive Behaviour occurs; D.10.2(e) if you fail to pay the debt referred to in D.10.2(d) within the time frame referred to in that clause, we will, without question, instigate legal proceedings against you to recover the amount; and

D.10.2(f) the \$2,500 referred to above is a GENUINE PRE-ESTIMATE of the loss we will incur if you hold any type of party, or any loud gathering, in the apartment, even a small party, or a small loud gathering, including mainly the loss which will result from the damage the Disruptive Behaviour does to our reputation among our other guests, the occupiers of other apartments in the building (if any), neighbours, the relevant Owners Corporation (if any) and local Council and our ability to continue conducting our business via the property having regard to action which might be taken against us by any one, or more, of the above mentioned persons either as a consequence of your Disruptive Behaviour on its own, or as a consequence of your Disruptive Behaviour taken in conjunction with other Disruptive Behaviour which has occurred previously to your Disruptive Behaviour, or which may occur in the future.

D.11 ALCOHOL D.11.1 We do not allow excessive levels of alcohol to be brought in to the Premises. Excessive amounts of alcohol being defined as: Cases/slabs/cartons of beer, pre mixed drinks etc.; Multiple bottles/cases of spirits/wine. D.11.2 If a registered guest or any persons associated with that guest, is identified as bringing excessive amounts of alcohol to the Premises that person will be requested to either relinquish the alcohol to us (or our appointed security provider) and which will be stored in safekeeping for their retrieval on departure, or alternatively for the alcohol to be permanently removed from the Premises. If at any stage, should a person be deemed in breach of this policy and refuse to abide by the requests, then that person will be requested to leave the Premises. D.11.3 You should be aware that under New South Wales law, if the accommodation complex has a liquor license, it is illegal for underage persons to consume or possess alcohol while staying there. Fines of up to \$2,500 apply. It is not illegal for underage persons to consume or possess alcohol in the privacy of the Premises. However, it is illegal for an adult to supply alcohol to a minor and then not responsibly supervise its consumption. It is illegal for anyone to drink alcohol or be drunk in a public place, including common areas within the accommodation complex, regardless of age. Fines for this offence range from \$100 to \$2,500. D.12 Additional actions that may result in eviction D.12.1 We, or our appointed security provider reserve the right to immediately evict any guest, visitor or member of the public for the following (but not limited to) reasons:-

Intoxication and/or unsavory/lewd behaviour; or Throwing objects off any balcony or Premises; or Spitting or vomiting over the balconies; or Willful damage to the Premises or to surrounding property; or Physical or verbal abuse/assault of our staff, building management, other guests, residents, members of the public on or around the Premises; or Any behaviour deemed as a potential safety threat to others; or Any breach of these Terms and Conditions including alcohol or party policy; or Any incident for which our appointed security contractor or police are required to attend. D.13 SMOKE ALARMS D.13.1 Property accommodation is equipped with back to base smoke alarms, accidental setting off of these smoke alarms may result in the fire brigade attending, if the fire brigade attends a false alarm this will result in a fine from the fire department, these fines are expensive and are passed onto the guest. D.14 EQUIPMENT D.14.1 Guests agree to only operate any machinery, plant or equipment on the premises in accordance with the Agents or manufacturer's instructions.

E. SPECIFIC RULES RELATING TO YOUR STAY AT AN PROPERTY

E.1 If you are staying in an Apartment, you, your guests and your invitees must comply with the by-laws, house rules and any reasonable directions provided by members of the body corporate's committee or building manager for the scheme. E.2 The rules provided above under the heading of 'Conditions of Occupancy' and the definition of the 'Premises' extend to the common property of the scheme.

E.3 The properties listed on the Website are independently operated and managed. They are neither managed by, nor associated with, the resident building (on-site resort) manager ('Building Manager'). The Building Manager has no responsibility for the Premises, and is not responsible for your reservation or stay. This includes issues relating to check-in, check-out, cleaning, maintenance and parking. For any such issues, please contact us.

E.4 Please note this property is privately owned and operated and has no affiliation with the On-site management. If you choose to call for services/repairs etc through the on-site management, no responsibility will be accepted by the Owner, Agent or GR.

F. EXTRA FEES AND CHARGES WHICH MAY APPLY TO YOU AS A RESULT OF YOUR OCCUPANCY

F.1 In addition to the tariffs and fees listed above and paid in full before you enter the Premises, additional fees and charges may be levied as outlined below. F.1.1 A bond may be charged to your credit card before you arrive to take up occupancy. The amount of the bond varies with the premises and will be advised to you at the time of reservation. This bond is charged to your credit card and, provided no additional charges have been incurred, (once the property has been inspected and deemed left in a similar state to arrival) is refunded within two (2) business days following your stay.

If you provide us with your credit card details, you provide your consent for us to deduct from your credit card, the bond value and any additional fees or charges stipulated in this agreement; examples of this include but are not limited to any breakage, damage or excess cleaning requirements, extra guests beyond those declared;

Where credit card details are not provided a cash deposit of \$500 for 2 bedroom apartments, \$1000 for 3 bedroom apartments may be required; for 3 bedrooms, a bond of \$300 per head will apply, these amounts may also be higher depending on the particular property and fit out and can be confirmed at the time of reservation.

F.1.2 If a security guard is called out by any person following a noise complaint during your stay at the Premises a \$275 call out fee will be payable by you. F.1.3 Additional fees will apply if more guests than the number stipulated on the confirmation email of your reservation stay at the Premises without our prior written consent;

F.1.4 You must pay all associated costs for the repair or replacement of damaged, lost or stolen property or fixtures on or at the Premises; a minimum fee of \$330 will apply. F.1.5 Should a Guest request any lost property to be posted to you after your departure this will be sent receiver to pay the applicable postage and an additional \$33 administration fee will apply for our Agents time in arranging, collecting and posting the item back to you.

F.1.6 In addition to any other fees, we reserve the right to charge you a special cleaning fee to cover the reasonable cost of additional cleaning of the Premises that is required as a result of your occupancy. Extra cleaning charges will be incurred for the cleaning of dirty dishes, emptying dishwasher, fridge, moving furniture from its original location, removal of rubbish, excessively smeared glass (this will include mirrors, glass feature walls and balcony glass, and glass sliding doors) and for excessive drink spills on the floor and or balconies, blood or heavy soiling on towels, linen or bedding etc, marking on the property walls, doors, blinds, curtains, carpets and furniture due to spillage/or any other form etc, at \$75 per hour, plus an administration fee of \$100 (additional administration time will be charged at \$75 per hour if needed). The minimum extra charge will be \$175. Should the cleaning fee be more than this amount you will be charged the additional costs which will be deducted from the security bond or charged to your credit card.

F.1.7 Should a guest not leave the 2 accommodation keys inside the premises upon departure, a \$66 administration fee will be charged plus replacement costs (\$250 per key) if new keys/fobs are required. F.1.8 Check Ins past 6pm may incur a surcharge of \$66 to enable us to meet and greet you after normal office hours.

F.1.9 If a Guest locks themselves out of the property and we are required to attend the premises to open the property a \$66 surcharge call out fee applies during normal office hours or \$132 outside of normal office hours. F.2.0 Disruptive Behaviour situation will be charged at \$2500

F.2.1 Damages, breakages, theft, loss of property, other charges as per clause D8.2 F.2.2 Fees will be charged to

the Guests security bond or credit card. If insufficient funds are available or we do not have a security bond or credit card details, we will advise you, and you will pay the requested amount to a bank account nominated by us in full within two weeks of the date of advice. If you fail to pay the debt within the time frame, the amount will be passed on to a debt collection firm, or the courts for the debt plus recovery costs.

G. COMPLIANCE

G.1 The Owner of each of the properties listed on the Website has appointed the Agent, Guest Realty Australia Pty Ltd, to manage the property on their behalf and receive the rental money into a statutory trust bank account. The law in New South Wales requires real estate agents to bank monies received from all real estate transactions into a trust account that is subject to regular audits. This ensures that your deposit and rental money is protected.

G.2 This is done independently from reservation providers/ wholesalers, who provide marketing and promotional services on other websites in respect of these properties. G.3 The Website (excluding any linked third party sites) is controlled by the Agent in New South Wales, Australia. By accessing this site, and/or signing this Agreement, you accept that any disputes about this Website or its contents, or this Agreement, are to be determined by Courts having jurisdiction in New South Wales in accordance with the laws of New South Wales. This Website may be accessed throughout Australia and overseas. The Agent and/or associated entities make no

representation that the content of this website complies with the laws (including intellectual property laws) of any country outside Australia. If you access this site from outside Australia, you do so at your own risk and you are responsible for ensuring compliance with all laws in the place where you are located. This Agreement shall be construed and enforced in accordance with the laws of New South Wales, Australia. The exclusive venue for any action, dispute or proceeding with respect to this Agreement shall be the New South Wales Civil and Administrative Tribunal (NCAT) in Southport, without reference to its conflict of law principles. Payment of deposit by the guest constitutes consent to the exclusive jurisdiction of NCAT. If the action, dispute or proceeding is taken to NCAT, any monies

associated with our litigation, travel and appearance costs will be at your cost if NCAT favors GR. G.4 If any part of this agreement is found to be void, unlawful or unenforceable then that part will be deemed to be severable from the balance of this agreement and the severed part will not affect the validity and enforceability of any remaining provisions of this Agreement.

G.5 Electronic Signatures (ESignatures). If this document is signed electronically, it is understood and agreed that this constitutes a valid contract as per the Electronic Transactions (New South Wales) Act 2001. G.6 Personal Data. GR. honours a commitment to your right to privacy and to the protection of your personal data. By accessing and using the GR website, making an enquiry to us or using our products and services you agree and consent to the collection, use and disclosure of your (and your other guests (where provided)) personal data, as outlined in our Privacy

H. OTHER

H.1 Variations to these conditions may only be made by prior arrangements with Gr in writing accounts@guestrealty.co | ABN:31 611 252 629 | www.guestrealty.co | Guest Realty Australia PL

I. INTERPRETATION

I.1 'GR' means Guest Realty Australia Pty Ltd ABN 81 656 780 120 LN 10119471 I.2 'Website' means www.guestrealty.co I.3 'Apartment' means any lot in a community titles scheme for the purposes of the Body Corporate and Community Management Act 1997 in which you have agreed to stay through the Website. I.4 'Key' means a key or cardkey used to access the front door of the apartment, and any associated Fobs supplied along with the key, i.e for building/floor/carpark access. I.5 'Premises' means the property listed on the Website where you have agreed to stay. I.6 'Total Reservation Fee' means the total rate or amount payable for the full period of your stay including the basic tariff plus (if levied) bond/security deposit; fees for the supply of rollaway beds, cots and high chairs; and administration (Credit Card reprocessing fees) and any other fees as outlined in these Terms and Conditions. I.7 'Agent' means Guest Realty Australia Pty Ltd ABN 81 656 780 120 LN 10119471. Principle Anna Mildon, LIC Alex Lumsden. I.8 'Guest' means any person residing overnight on the Premises and permitted under the same reservation. I.9 'Disruptive Behaviour' means any type of party, function, or any loud gathering in the apartment, even a small party, or a small loud gathering. I.10 All dollar amounts on the Website are expressed in Australian dollars (AUD\$) only. Overseas guests need to consider

changes in exchange rates and any impact that may arise as a consequence of making the reservation. I.11 'Personal Data' means data about a living individual who can be identified from those data (or from those and other information either in our possession or likely to come into our possession).

Our office hours are 9.30am to 5pm Monday to Sunday, and staff is on call between the hours of 5pm and 9pm Monday to Friday and 10am – 6pm Saturday and Sunday. You are welcome to contact us to seek clarification on any of the Standard Terms & Conditions.

All Guests Agree to be Jointly and Severally Liable for these Terms and Conditions. APARTMENT

PROPERTY NAME: _____

ARRIVAL DATE: _____

DEPARTURE DATE: _____

GUEST NAMES AND SIGNATURES:

GUEST NAME	SIGNATURE	DATE DD/MM/YY

PHOTO ID DETAILS _____

CREDIT CARD DETAILS No _____ Exp: _____ CVV Code _____

BSB/ACCOUNT NUMBER (For refunds where security deposit is in Cash)

_____/_____