

TERMS AND CONDITIONS

Dear Guest,

Please read this document carefully as it sets out the terms and conditions upon which reservations are accepted by Crest on Barkly Hotel, Crest on Barkly Serviced Apartments and Como Court by Crest (together, the **Crest Group**).

Making a reservation automatically accepts all the terms and conditions outlined hereunder. The Crest Group reserves the right to change and/or modify any of these terms and conditions at any time without notice and such changes will become effective immediately. Please check these terms and conditions periodically for changes. The effective date of these terms and conditions is 1st November 2019.

ADVANCED RESERVATIONS

The Crest Group will not guarantee or confirm a reservation made more than fifty-one (51) weeks or 358-days prior to arrival. Requests and quotes beyond this period are possible; however no rates and availability will be guaranteed and confirmed. The Crest Group reserves the right to cancel or amend (with reasonable notice) any reservations made beyond this period.

ROOM / APARTMENT DAMAGE

The guest who registers at check-in/arrival will be held accountable for any damage to the apartment/hotel room and contents during the stay dates. The registered guest will be liable for damages caused (including those by third parties visiting the apartment) which will result in forfeiting any deposits, pre-payment, cash security deposit and also may be subject to additional charges. We reserve the right to process any charges in addition to accommodation to the presented credit card supplied at check-in/arrival.

ROOM / APARTMENT TYPES AND ALLOCATION

Apartments and Hotel rooms reserved in each reservation are guaranteed, specific apartment numbers (within the type reserved) and floor allocations are subject to availability upon check-in/arrival and cannot be pre-allocated or guaranteed. Higher and/or upgraded apartment types need to be reserved at time of reservation to be guaranteed. If for any reason the apartment type reserved is no longer available at time of check-in/arrival, the Crest Group will provide a substituted apartment of equal or greater value and standard at the same rate confirmed. In extreme cases, the Crest Group will relocate guests to a nearby apartment or hotel of similar standard (including transportation) or alternatively offer a full refund.

ARRIVAL / DEPARTURE

Check-in/arrival time is from 14:00 (2:00PM). We allow guests to arrive earlier and can store any luggage until the apartment is ready. Departure time is prior to 10:00 (10:00AM) - late check-out after this time may

incur extra charges. If the hotel is fully committed on the departure date, late departures or extensions not already confirmed will not be permitted.

BEST RATE PROMISE

We promise that you will not be able to find a lower rate for any of our rooms/apartments anywhere online. We understand that looking for the lowest rate can be time consuming and frustrating, that's why we ensure we have the lowest rate available on our own website so you won't need to shop around. On the unlikely occasion you find a lower rate that is not listed on www.crestob.com.au, please contact us on +61 3 9537 1788 and we will be happy to match it. The rate must be publicly available and valid for the same arrival and departure dates. The rate must be listed in AU\$ (Australia dollars), not influenced by a currency conversion and include goods and services tax (GST). If the lower rate is the result of a third party website selling the Crest Group at a loss, we may not be able to match it.

CANCELLATIONS & TERMINATIONS

i. CANCELLATION

- a. The conditions applying to the cancelation of your booking will be displayed at the time of booking.
- b. Any cancellation fees payable by you will be deducted from any monies paid by you to Crest Group and if insufficient funds are available or if your booking is a no deposit booking, Crest Group may charge, and you authorise Crest Group to charge, the credit card the details of which you provided at the time of making your booking.
- c. Any surcharge applied to credit cards at the time payment for the booking is made will not be refunded.

ii. NO-SHOWS OR TERMINATIONS

If you do not show up for your booking or terminate your booking early after you have checked in you will be charged a 100% cancellation fee and will be required to pay to Crest Group the full amount of your booking less any amount which you have already paid.

The Crest Group may charge, and you authorise the Crest Group to charge, the credit card the details of which you provided at the time of making your booking.

CAR PARKING

You agree to enter the car park at your own risk. The Crest Group does not accept any responsibility for damages or loss to your property or property belonging to someone else.

AMENITIES AND PERSONAL COMFORTS

The following amenities are included in all rooms/apartments (variations may apply and brands are subject to change):

Hotel rooms

- bedding linen, blankets and pillows
- kettle, cups and spoons, tea towel
- bathroom amenities including; shampoo, body wash

Apartments

- bedding linen, blankets and pillows
- kitchen tea towels, dishwashing liquid/ tablets
- cutlery, cookware, cups, glasses
- bathroom amenities including; shampoo, body wash

CREDIT CARD AUTHORISATION

A credit card pre-authorisation is required at check-in/arrival to cover incidental items. We may pre-authorise a credit card for any charges we deem appropriate to incidental charges that may be applicable based on the length of stay and apartment type. Please ensure you have sufficient funds to cover additional incidentals for this purpose.

Minimum authorisation charges for an apartment at Crest on Barkly Serviced Apartments are \$500.00.

Minimum authorisation charges for a hotel room at Crest on Barkly Hotel are value of 1 night's accommodation.

Minimum authorisation charges for rooms at Como Court by Crest are value of 1 night's accommodation.

CREDIT CARD SURCHARGE

A surcharge of 2% applies when paying with a Visa or MasterCard, 3% applies when paying with Diners Club or American Express. There will be no surcharge when paying cash or EFTPOS (savings or cheque account).

EVICION OF A GUEST

The Crest Group may evict a guest or visitors without warning. Guests who are evicted from a hotel will be blacklisted from Crest Hotel and Apartments locations and we may choose to notify the police. A guest is subject to such eviction should the following (but not limited to) occur;

- Intoxication and unsavoury behaviour
- Overcrowding - when the number of persons in the apartment exceeds the capacity (see maximum capacity per apartment table)
- Physical or verbal assault towards hotel representatives, residents or other guests

- Wilful damage to Crest Hotel & Apartments property
- Any incident for which the police need to be called onto the premises
- Any behaviour posing a safety threat to others
- Ignoring advice to reduce excessive noise (music or other noise)
- Throwing of objects over the apartment balconies or from windows
- Smoking within the apartment/hotel room (a cleaning and deodorizing fine will also apply)

FAILURE TO PAY

In the event that a guest fails to pay immediately upon demand any amount owing to the Crest Group on, pursuant to the reservation and accommodation (including but not limited to telephone charges, apartment damage and cleaning fees), the Crest Group reserves the right to deny access to the guest and ask that they vacate the premises.

GROUP RESERVATIONS

The Crest Group considers more than ten (10) reservations made by a single person or separate reservations made by a number of guests travelling together is considered by us as a group. Any group reservations made via our reservation contact centre and via any form of online distribution (such as our website or a third party website) may be cancelled and a group proposal will be supplied. Different terms and conditions apply for group reservations. This policy also applies to a travel agent via their system.

GUEST COURTESY

For the comfort of all our guests, we ask that noise is kept to a minimum so everyone can enjoy a peaceful and comfortable stay. We request that any non-registered visitors leave all apartments/hotel rooms by 11pm (23:00) each evening. Please also extend this courtesy to our neighbours when entering and exiting the building or car park.

HOUSEKEEPING APARTMENT SERVICING

Housekeeping servicing applied during the stay dates is communicated during the reservation process. Our standard housekeeping service is as follows; every day we will make the beds, replace used towels and replenish bathroom and kitchen amenities. For stays longer than 4-nights, the apartment will be fully cleaned twice every seven (7) days.

For some discounted rates, extended stay reservations (28+ nights), international tour groups and wholesalers, student and other groups a weekly housekeeping service may apply. This comprises of one (1) full clean once every seven (7) days with no housekeeping service on any other days. Additional full servicing outside the normal cycle can be arranged at an extra cost when required. Housekeeping is able to supply additional amenities at any time upon request.

HOW TO RESERVE

Reservations can be made online www.crestob.com.au or by calling +61 3 9537 1788. For further information please contact either the hotel direct or our reservation contact centre. Alternatively all travel agents have access to our facility via their travel agency systems.

INTERNET

Internet is available across all Crest Group properties. Please see your receptionist for any further information.

MINIMUM LENGTH OF STAY

A minimum length of stay may apply during high demand or special event periods, as determined by the Crest Group. If you reserve an apartment over such dates (as per the reservation terms and conditions) you agree to stay for the required minimum nights. Any changes or cancellations (within the cancellation period) are subject to a penalty and may result in forfeiting of any pre-payments and/or deposits.

PAYMENT

Payment for entire stay plus any incidentals is required at check-in/arrival. For high demand periods and special events, different payment policies that require pre-payment may apply. The payment policy will be confirmed at time of reservation. If the payment policy is not adhered to the reservation may be cancelled.

We accept Visa, MasterCard, American Express, Diners. All amounts are charged in \$AU (Australian dollars). Any credit cards being used for payment (including incidentals) must be present at check-in/arrival by the cardholder. We also accept cash in \$AU (Australian dollars) and electronic funds transfer at point of sale (EFTPOS) directly at the hotel.

PET POLICY

The Crest Group does not permit pets at any locations save for guide dogs. Having an animal on site is considered a breach of your accommodation conditions and you will be asked to leave or remove the animal. Guide dogs are permitted and must have a medallion on their collar with the registration number and the owner must also carry a laminated pass (with the owner and dog's name). Guide Dogs are required to be harnessed in public areas. Please advise ahead of time if you will be travelling with a Guide Dog.

PHOTOGRAPHS AND DESCRIPTIONS

Whilst care is taken to ensure that the photos and description of our facilities and services is accurate, these are continually being changed, upgraded, and on occasion removed from service. If any feature or facility is essential to you in choosing a particular property, we highly recommend speaking to one of our reservation specialists, whom will assist your decision making process and if that feature or facility will be available during your stay. Descriptions are based on information available at the time of publishing and may vary or change at any time. Maps and location photographs are shown for general information only and highlight places in surrounding areas. Actual apartments occupied may vary in decor and inclusions from those shown in photographs.

PHOTO IDENTIFICATION

Valid photo identification (ID) matching the name of the main guest within the reservation must be presented at time of check-in/arrival. This is required in order to verify your identity for hotel security purposes and to protect the credit cardholder. A valid Australian driver's license, Australian issued proof of

age card or an international passport are all acceptable forms of photo identification. This ID may be copied and securely stored as record that we have verified who you are and your authority to use your credit card as a combat to increasing credit card fraud. As per our privacy policy, any personal information contained on the collected identification will not be on-sold; will be securely stored and carefully disposed of at the end of its usefulness.

RATES

All rates are quoted in AU\$ (Australian dollars) and are per apartment per night and include 10% goods and services tax (GST). Rates within reservations that have a valid confirmation by the Crest Group will be honored. Rates that have been quoted are not confirmed until a valid confirmation email has been received from the Crest Group and therefore subject to change. The Crest Group reserves the right to amend rates that have been confirmed at incorrect rates due to human or distribution errors.

RIGHT OF ENTRY

In the event that the Crest t has a legitimate cause for concern or if the guest has not been seen nor been able to be contacted over a period of time, the apartment may be entered by a hotel representative to ensure the safety and comfort of all guests is in order.

RIGHT TO REFUSE ENTRY

The Crest Group reserves the right to refuse a guest entry to the hotel or accommodation for any reason whatsoever including where the guest has engaged in conduct on a previous occasion adverse to the hotel.

RUBBISH REMOVAL

Rubbish (trash) bins are provided on the ground floor for the removal of rubbish (trash) from the Crest on Barkly Serviced Apartments. All guests are responsible for the removal of their own rubbish (trash) on a daily basis. Bags are provided in each apartment for this purpose and additional bags are available upon request to housekeeping.

SECURITY AND LOSS PREVENTION

All Crest Group properties are secure environments and we do everything possible to ensure security levels are maintained, and we ask that our guests do also. However, the Crest Group takes no responsibility for any personal possessions that are lost, stolen or misplaced whilst on our properties.

SMOKING POLICY

All Crest Group properties are non-smoking and smoking is not permitted. Penalties will apply to guests who do not adhere to this policy. The Crest on Barkly Hotel has an outdoor balcony area with ashtrays where smoking is permitted.

TRAVEL INSURANCE

We highly recommend all our guests to have an appropriate level of travel insurance. Travel insurance can be arranged by many travel agents. We suggest that your travel insurance includes but is not limited to: loss of booking amount through cancellation, loss or damage to personal baggage, loss of money and medical expenses.

UNACCOMPANIED MINOR/S

A child who is staying without the accompaniment of a parent, guardian or adult over the age of eighteen (18-years) is considered as an unaccompanied minor. An unaccompanied minor/s may be permitted to stay at the Crest Group if they can satisfy the normal payment and identification requirements. The Crest Group recommends against minors staying alone without adult supervision for safety reasons, as our apartments may have gas cooking facilities, sharp knives, internal stairs and bathtub which could be hazardous to minors staying alone. The Crest Group does not accept any responsibility for injury caused by an unsupervised minor staying in our apartments, nor can we provide the service of supervising and caring for a minor during their stay.

RELEASE, INDEMNITY AND PROPORTIONATE LIABILITY

To the extent permitted by the law, you agree to release, indemnify and hold harmless, Crest Group and its current and former officers, employees, contractors, sub-contractors/consultants (including their respective employees and contractors) and agents against, from and in respect of all expenses, costs, liabilities, claims, actions, proceedings, damages, judgments and losses of any kind whatsoever (including but not limited to consequential and economic losses, property loss/damage and damages for injury, including personal injury and death) arising out of, caused by, attributable to or resulting from your booking or your stay at the relevant property except to the extent such expense, cost, liability, claim, action, proceeding, damage, judgment or loss arose out of, was caused by, attributable to or resulted from Crest Group's negligence, wrongful act/omission or breach of these terms and conditions.

To the extent permitted by law, the aggregate of Crest Group's liability to you is limited to an amount not exceeding the amount paid by you for your booking.

Each indemnity in these terms and conditions is a continuing and independent obligation and survives the termination or expiry of these terms and conditions.

CONSUMER LAW

To the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied or conferred by statute, custom or the general law that impose any liability or obligation on Crest Group are excluded under these Terms and Conditions.

Nothing contained in these Terms and Conditions excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law or under any international consumer protection legislation, provided that, to the extent that such law permits Crest Group to limit its liability, then Crest Group's liability is limited to:

1. in the case of services, supplying the services again or payment of the cost of having the services supplied again; and
2. in the case of goods, replacing the goods, supplying equivalent goods or repairing the goods, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.

EVENTS BEYOND CONTROL

- i. The Crest Group is not responsible for any loss arising out of any occurrences or conditions beyond its control, including but not limited to acts of terrorism, act of God, defects in vehicles, war, strikes, theft, delay, cancellation, civil disorder, disaster, Government regulations or changes in itinerary or schedule.
- ii. All travel documents, observance of laws and government regulations are your responsibility.

USE OF INFORMATION

- i. You consent and authorise Crest Group and the relevant property to collect, use and disclose your personal information for the purposes of administering your booking and providing you with any services associated with your booking.
- ii. You consent to information which you have provided to Crest Group or the relevant property as part of your booking being used by Crest Group, the relevant property or any of their related bodies corporate for the purpose of informing you about offers and promotions which relate Crest Group, Crest Group's related bodies corporate or its properties.
- iii. Crest Group will not provide or disclose any information you have provided to Crest Group or the relevant Property to any person other than a related body corporate without your prior written consent.
- iv. Upon request by you and to the extent permitted or required by law, Crest Group will provide you with access to and/or the ability to correct your personal information however only the person who made the booking will be entitled to access and/or correct personal information pertaining to that booking.
- v. For more information, please refer to the Privacy Policy on the website of the relevant property.

INTEREST

You must pay interest on all monies payable by you to the Crest Hotel Group under these terms and conditions and remaining unpaid, with such interest calculated on a daily basis at the rate that is four (4) percent higher than the rate set from time to time under the *Penalty Interest Rate Act 1983* (Vic).

COSTS

You must pay to the Crest Group on demand its legal costs on a solicitor and own client basis arising out of the breach or default by you in performing or observing any covenant contained or implied in these terms and conditions.

GENERAL

- i. The Terms and Conditions are governed by and will be construed in accordance with the laws of the State of Victoria, Australia.
- ii. If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable then it will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible, it will be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue to have full force and effect.