

HV.HOTEL

SHORT-TERM RENTAL AGREEMENT

This Short-Term Rental Agreement (**Agreement**) is between **HIP V. HYPE COLLECTIVE PTY LTD ABN 21 616 424 456 trading as HV.Hotel (HV.Hotel)** and the guest/s named in the booking (**Guest**) made via the Online Booking System for the short-term rental of the Property specified in the Booking.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

In this Agreement the following terms have the following meanings:

Booking means the booking of a short-term rental of the Property made by the Guest using the Online Booking System;

Booking Period means the period of the Booking;

Confidential Information includes:

(a) all information relating to or concerning any issues, problems, disputes and feedback as contemplated by clauses 5(d) and 5(f);

(b) all Personal Information held by HV.Hotel relating to Guests; and

(c) all information relating to HV.Hotel including its affairs and business, the Property and the Services, but excludes information:

(i) which is in the public domain at the date of this Agreement or becomes part of the public domain after the date of this Agreement without any breach of this Agreement or other obligation of confidence;

(ii) which the recipient can prove was already known to them at the time of disclosure by the disclosing party (other than if such knowledge arose from the disclosure of confidential information in breach of the obligation of confidentiality); or

(iii) which the recipient acquired from a third party entitled to disclose it.

Guest means the person making a Booking and all people accessing the Property at the Guest's invitation during the Booking Period;

Guest Guide means the guide for Guests provided by HV.H at the Property;

Guest Registration Form means the form [insert link] which must be provided to HV.H not less than one (1) day prior to the commencement of the Booking Period setting out the details of all Guests;

Online Booking System means the online website booking system used to book a short term rental of the property accessed via HV.Hotel's website <https://hipvhype.com/hotel/hv-hotel> being 'Smoobu', or such other authorised third party distribution channel such as AirBnB, Booking.com, short stay real estate agents, nominated by HV.Hotel from time to time;

Personal Information has the meaning set out in the Privacy Policy;

Privacy Policy means the HV.H Privacy Policy set out at <https://hipvhype.com/files/images/Privacy-Matters-April-23.pdf>;

Property means 505/201 Ferrars Street, South Melbourne, 3205, VIC, Australia;

Security Bond has the meaning set out in section 2.4 below;

Schedule of Costs means the schedule of costs attached to this Agreement, which form part of this Agreement;

Website means <https://hipvhype.com/hotel/hv-hotel>;

Website Terms and Conditions means the terms and conditions set out on the Website, which form part of this Agreement.

2. TERMS AND CONDITIONS

(a) By making the Booking using the Online Booking System, the Guest for themselves and on behalf of all other Guests:

(i) agrees to the terms and conditions as set out in this Agreement including the Schedule of Fees; and

(ii) acknowledges they have read and agree to be bound by the Website legal notices (which include the Website Terms and Conditions) and this Agreement.

(b) If the Guest does not accept the terms and conditions of this Agreement, they must not proceed with payment for the Booking. Once a Booking is made this Agreement is binding on the Guest.

(c) Only persons aged eighteen (18) years or older are permitted to make Bookings and enter into this Agreement. By making the Booking the Guest represents and warrants that they are at least eighteen (18) years of age.

2. BOOKINGS

2.1 Information and Privacy

(a) By making a Booking, the Guest confirms they have read and accept the terms of the Privacy Policy and consents to provide their Personal Information and acknowledges that if they do not give consent, HV.Hotel may not be able to provide some or all the services in relation to the Property contemplated by this Agreement including the short-term rental of the Property pursuant to the Booking (**Services**).

(b) All Personal Information shall be held and handled in accordance with the Privacy Policy.

(c) The Guest agrees that all information they provide to HV.Hotel either directly or via the Online Booking System will be true, accurate, current, and complete. The Guest agrees that they are responsible for all information they provide to HV.Hotel and that any errors or discrepancies in any confirmation for the Booking provided by the Online Booking System or otherwise must be notified to HV.Hotel within twenty-four (24) hours of making the booking. The Guest acknowledges that if HV.Hotel reasonably believes that the information provided by the Guest is false, inaccurate or misleading to the potential material detriment of HV.Hotel it may, at its sole discretion, suspend

the Booking pending resolution of the issue to HV.Hotel's satisfaction, or terminate the Booking and/or the Guest's access to the Property in which case clause 7(d) shall apply.

2.2 Bookings

(a) A minimum period of stay of two (2) nights shall apply year-round. During public holiday weeks, a minimum period of stay of three (3) nights shall apply. Other minimum periods of stay may apply during such periods as determined by HV.Hotel from time to time. Requests for stays of less than the minimum period may be approved at the sole discretion of HV.Hotel.

(b) The Property accommodates the maximum number of four (4) Guests as indicated on the Website. Prior approval must be sought from and given by HV.Hotel in writing where the number of Guests will exceed the capacity or the number stated in the Guest Registration Form, and an additional Fee may be payable as provided in the **Schedule of Costs**. Where Guests exceed the capacity or the number stated in the Guest Registration Form without the prior written consent of HV.Hotel, an additional Fee shall be payable as provided in the **Schedule of Costs** and HV.Hotel shall be entitled at its discretion to immediately terminate the Booking and this Agreement and require all Guests to vacate the property.

(c) The Guest Registration Form provided by HV.Hotel must be completed and returned by the Guest no later than one (1) day before the commencement date of the Booking period. For group Bookings, the Guest must include details of all their guests in the Guest Registration Form (**Registered Guests**) and obtain the consent of all Registered Guests for the disclosure of such information to HV.Hotel. Only the Guest and Registered Guests (together, **Guests**) will be permitted to occupy the Property during the duration of the Booking period.

(d) Bookings cannot be transferred into the name of another person.

2.3 Payment

(a) The Guest will pay HV.Hotel all applicable accommodation fees, costs and amounts set out on the Website and/or the **Schedule of Costs** (together, **Fees**), at the rate and in the manner specified in the Booking and this Agreement.

(b) The Guest must pay one hundred percent (100%) of the total accommodation fees or such other amount required by HV.Hotel at the relevant time and any applicable booking fee, at the time of making the Booking via the Online Booking System.

(c) HV.Hotel accepts payment of all Fees other than the Security Bond by credit card only. HV.Hotel will be entitled to charge a surcharge and processing fee on all credit card transactions. For transactions passed with Australian cards, HV.Hotel will be entitled to charge a fee of 2.0% of the transaction value. For transactions passed with non-Australian cards, HV.Hotel will be entitled to charge a fee of 2.9% of the transaction value. If currency conversion is required, HV.Hotel will be entitled to charge a further conversion charge of 2% of the transaction value.

(d) Rates quoted are in Australian dollars and are subject to change at any time. Fees paid in a foreign currency will be reconciled at the date of payment and will be subject to the applicable prevailing exchange rate and transfer fees. GST shall be applied where applicable.

2.4 Security Bond

(a) All Bookings require a refundable security bond to be provided by credit card pre-authorisation of such amount determined in accordance with the **Schedule of Costs**, no later than twenty four (24) hours before the commencement date of the Booking Period (or at the time of Booking if the Booking is made within twenty four (24) hours of the commencement date of the Booking Period).

(b) The Guest irrevocably agrees that HV.Hotel is permitted to claim against, charge or deduct (as applicable) from the Security Bond at any time without prior notice to the Guest:

(i) any outstanding or additional Fees payable by the Guest in accordance with the **Schedule of Costs**; and

(ii) the cost of repair or replacement of any faulty, damaged, broken, lost or stolen fixtures, fittings, equipment, goods or chattels including furniture and furnishings (together, **FF&E**) of HV.Hotel at or in the Property and any damage or loss to the Property, and any Equipment used pursuant to clause 3.1.

(c) The Security Bond will be retained until after a final inspection and assessment of the Property is completed after check-out and all amounts which HV.Hotel is entitled to claim or charge against the Security Bond have been paid. The Guest acknowledges and agrees that HV.Hotel is not required to undertake the final inspection and assessment of the Property after check-out in the presence of the Guest.

(d) Any balance remaining of the Security Bond will be refunded to the Guest, if applicable, within two (2) business days after check-out, or in the event a quote from a tradesperson is required to evaluate costs of repair or replacement of any FF&E or any damage or loss to the property, within ten (10) business days after check-out, provided that any final deduction has been made or, where applicable, any pre-authorised amounts of the Security Bond will automatically lapse in accordance with the terms of the Guest's credit card provider.

(e) Any amounts owing to HV.Hotel which have not been satisfied from out of the Security Bond will be charged against the Guest's credit card used to provide the Security Bond, with a costs statement provided to the Guest with details of all amounts claimed and charged within seven (7) days after the date of check-out (or otherwise as soon as reasonably possible). If the amount of any cash Security Bond is insufficient to cover the amounts owed to HV.Hotel, the Guest will be invoiced for the additional amounts which will be payable within seven (7) days of the date of the invoice and/or as otherwise provided in the invoice.

(f) Where the amount of the Security Bond paid by credit card is insufficient to cover the additional Fees and costs owed to HV.Hotel or where the Security Bond has been provided by credit card pre-authorisation, the Guest irrevocably agrees that HV.Hotel is permitted at any time without prior notice to the Guest to claim against or charge to the credit card used by the Guest to pay or provide the Security Bond, the balance of or all (as applicable) the additional Fees and costs owing to HV.Hotel under this Agreement (including all amounts (if any) in excess of the Security Bond).

2.5 *Variation and Cancellation of Bookings*

(a) If the Guest cancels a Booking for any reason:

(i) Thirty (30) days before the commencement date of the Booking Period, all amounts paid in advance shall be refunded to the Guest after deduction of HV.Hotel's Administration Fee as detailed in the **Schedule of Costs**;

(ii) Less than thirty (30) days before the commencement of the Booking Period but at least seven (7) days before the commencement date of the Booking Period, subject to clause 2.5(b), HV.Hotel shall be entitled to retain fifty percent (50%) of all Fees paid in advance, after deduction of HV.Hotel's Administration Fee as provided in the **Schedule of Costs**; and

(iii) Seven (7) days before the commencement date of the Booking Period, subject to clause 2.5(b), no refunds shall be paid and HV.Hotel shall be entitled to retain all amounts paid.

(b) If the Guest makes a request to change the dates of the Booking where there are extenuating circumstances, HV.Hotel will consider the request on a case by case basis and may, in its absolute discretion and subject to provision of reasonable proof of the extenuating circumstances by the Guest (if so requested) and availability, agree to change the scheduled dates of the Booking provided that the Guest pays HV.Hotel's Administration Fee as provided in the **Schedule of Costs**.

(c) HV.Hotel reserves the right to vary or cancel the Booking in its absolute discretion where any situation arises that renders the Booking impractical, unsafe, or unable to be fulfilled which may include, but is not limited to, damage to the Property, force majeure, terrorism, natural disasters, pandemics, political instability or other events or circumstances which make it unviable for HV.Hotel to uphold the Booking. Where HV.Hotel wishes to vary or cancel a Booking under this subclause, HV.Hotel will where feasible, use its best endeavours to offer acceptable alternative accommodation to the Guest that is, as far as practical and possible, substantially the same as or similar to the Property for the same dates as the Booking, failing which the Guest shall be entitled to either, at the Guest's election:

(i) reschedule the Booking to commence on an alternative date within twelve (12) months after the date of the commencement of the original Booking; or

(ii) receive a refund of all additional accommodation Fees paid.

(d) The Guest acknowledges and agrees that if HV.Hotel varies or cancels the Booking under clause 2.5(c) any offers of compensation, refunds or claims in respect of any such variations or cancellations will be limited to those provided under this Agreement and no other claim, right, action or demand shall exist in or be made by either party as a result of or in connection with any such variation or cancellation and HV.Hotel will not be responsible for any incidental expenses that Guests may have incurred as a result of or in connection with the Booking.

2.6 *Check-ins and Check-outs*

(a) Check-in shall only be available if the Guest has provided the Security Bond and paid the accommodation Fee in full as required by this Agreement.

(b) During any period in which Public Health Laws apply to the Guest's stay at the Property, HV.Hotel may request that all Guests provide a declaration as to their health and exposure to any pandemic or other illness including COVID-19 which is the subject of the applicable Public Health Laws, as a prerequisite for completing check-in and the provisions of clause 2.5(c) may apply.

(c) Subject to clause 2.6(e), check-in is available from 3pm on the commencement date of the Booking Period, unless otherwise agreed with HV.Hotel. The Guest will be provided with check-in details including the lockbox code to access the Property keys by email on the day of check-in. Any updates to the check-in details will be provided to the Guest via email.

(d) Subject to clause 2.6(e), the latest check-out time is 10am on the day of departure, unless otherwise agreed with HV.Hotel, after which a late check-out Fee may apply in accordance with the **Schedule of Costs**.

(e) Check-in and check-out times are strict unless otherwise prior agreed by HV.Hotel. Any request by the Guest for changes to the check-in and/or check-out times must be made in advance of check-in and preferably at the time of Booking unless otherwise agreed. Any agreement by HV.Hotel to change the check-in or check-out time is subject to availability and may require payment of an additional Fee in accordance with the **Schedule of Costs**.

(f) If the Property or any FF&E is found by the Guest to be in an unclean or damaged state or if any facilities are not fully working at the time of check-in, the Guest must promptly notify HV.Hotel and allow HV.Hotel or its staff to access the Property to inspect and, if necessary, clean the Property and/or clean and repair any faulty, damaged or broken FF&E or facilities.

(g) HV.Hotel is not liable for providing alternative accommodation or any other costs that may be incurred by the Guest where they fail to make full payment of the accommodation Fees in the time required under clause 2.3 or fail to complete check-in during the relevant period on the date of commencement of the Booking for any reason.

2.7 Keys

(a) The Guest may obtain the keys for the Property in a secure lockbox by the building retail entrance door of Bike Gallery & HIP V. HYPE located in the ground floor of the building – 203 Ferrars Street, South Melbourne. The code for this lockbox will be provided via email as part of the check-in details.

(b) If the Guest locks keys inside the Property or any provided keys are lost, the Guest may be liable to pay a Fee in accordance with the **Schedule of Costs**.

(c) Upon the Guest vacating the Property, the doors must be locked and all sets of keys left inside the Property on the coffee table, as per the check-out instructions. If any key is not left inside the Property at check-out, the Guest may be required to pay a Fee in accordance with the **Schedule of Costs**, and unauthorised copying and knowing retention of the keys or other instruments that allow for access to the Property will constitute an offence.

2.8 Children and Visitors

(a) Where Guests exceed the property's capacity, an additional Fee shall be payable in accordance with the **Schedule of Costs** and HV.Hotel shall be entitled to immediately terminate the Booking and this Agreement.

(b) Children under the age of twelve (12) are permitted as Guests only when accompanied by their parent, legal guardian, or an authorised responsible adult. HV.Hotel does not provide specific equipment or facilities for children.

(c) The accommodation prices for children are included in the standard rate and refer to using existing bedding.

(d) The Guest acknowledges that there may be steps and balconies at the Property and that no baby gates or barriers may be available. HV.Hotel requires children to be supervised by a responsible adult at all times, and in particular with respect to the Property's neighbouring roof yard, balcony, fireplace, driveway, and footpath.

(e) Visitors of Guests at the Property must be family members, friends, and other responsible adults at least eighteen (18) years of age. Any children aged between twelve (12) and eighteen (18) years must be supervised by a responsible adult, and children aged less than twelve (12) must be accompanied by their parent or legal guardian.

(f) The Guest acknowledges and agrees that they are responsible for all acts and omissions of visitors to the Property during their stay and must ensure that visitors comply with all applicable provisions of this Agreement including clause 3.1 and clause 4 as if they were Guests.

3. GUEST OBLIGATIONS

3.1 Permitted Use

The Guest agrees:

(a) to be an occupant of the Property for the entire duration of the Booking Period;

- (b) not to sublet or allow unregistered persons to stay at the Property;
- (c) they are responsible for all persons staying at or visiting the Property (including Registered Guests) and ensuring that such persons comply with all applicable terms and conditions of this Agreement, including the Owners Corporation Rules of the building in which the Property is located, attached as Annexure 1, and provided in the Guest Guide, as if they were a party to this Agreement, and agrees that any breach of this Agreement by any such person (including Registered Guests) may be deemed to be a breach by the Guest;
- (d) to comply with all applicable laws and regulations and not engage in conduct that contravenes criminal law or planning laws which apply to the Property and/or the Booking and acknowledges HV.Hotel will cooperate with any investigation of alleged contraventions at the Property during their stay;
- (e) not to use the Property for any purpose other than the approved purpose as set out in this Agreement;
- (f) to co-operate with HV.Hotel and abide by this Agreement during their stay at the Property;
- (g) not to bring or permit to be brought onto the Property any firearms, air rifles or fireworks or any other items prohibited in the Guest Guide;
- (h) to duly comply with all provisions in the Guest Guide, the property's Owners Corporation Rules, and all other manuals and guides provided at the Property during the duration of their stay at the Property and all check-out obligations;
- (i) not to break into or attempt to break into the Property if locked out or unable to enter for any reason and to contact HV.Hotel for instructions and assistance;
- (j) to maintain the security of the Property to prevent theft of or damage to the Property or FF&E and the Guests' personal property, including locking doors and closing windows, and to advise HV.Hotel immediately if they are unable to secure the Property;
- (k) to switch off or put out wood fires entirely when the Guests leave the roof yard, even where they are not present for short periods;
- (l) not to smoke or permit smoking within the Property, private balcony, common areas in the building in which the Property is located or its grounds;
- (m) that use of the Property for schoolies, large parties, functions or group gatherings is strictly prohibited and that an additional Fee may be payable in accordance with the **Schedule of Costs** and the Agreement terminated if such prohibition is breached;
- (n) not to have pets on the Property;
- (o) to abide by the noise and good neighbour policy referred to in clause 4;
- (p) not to nail, screw, staple or fix anything to any wall, door or other surface or part of the Property;
- (q) not to use any open flames on the Property (including the private balcony) including but not limited to candles, lighters, matches and incense;
- (r) not to do anything, or omit to do anything, which sets off sprinklers or causes the fire department to be called out; and

the Guest acknowledges and agrees that in addition to all other rights HV.Hotel may have for breach of any provisions of this clause, HV.Hotel shall be entitled to charge such additional Fees in accordance with the **Schedule of Costs**.

HV.Hotel welcomes bookings for commercial photoshoots and location hire, however the fee structure for this booking type may vary, a special request must be made prior to your stay. Please contact HV.Hotel about this. HV.Hotel may request the disclosure of the creative brief.

3.2 Guest Facilities

- (a) HV.Hotel provides towels and bed linen at the Property for the use of Guests.
- (b) Free WIFI internet connection is made available for Guests however the Guest acknowledges the internet connection during the duration of the Booking is not guaranteed and may be disrupted, weak or unavailable without notice.
- (c) Guests are responsible for ensuring that any third parties engaged to provide services at the Property are informed of this Agreement and hold appropriate public liability insurance. HV.Hotel accepts no liability for any third-party services including any which have been recommended or referred by HV.Hotel.
- (d) The Guest acknowledges that it shall treat the Property with as much care as if it was the Guest's own residence and that it shall be left in the same condition as when the Guest arrived, including returning all furniture and styling pieces to their original location.
- (e) All personal property left behind at the Property is the sole responsibility of the Guest who may arrange for HV.Hotel to post or courier the item or collect the item from the Property. Where the Guest opts for HV.Hotel to post or courier the item, an administration Fee may apply as provided under the **Schedule of Costs** in addition to postage or courier costs.
- (f) The Guest acknowledges the Property may be visited by birdlife, moths and spiders, and agrees HV.Hotel is not responsible for and has no control over the natural and surrounding habitat.
- (g) The Guest may use the roof yard fireplace and barbecue during their stay. The fireplace and barbecue must only be operated by persons over the age of eighteen (18) only and is at the Guests' own risk and HV.Hotel is not responsible for any damage, injury or harm that may occur from their usage.

3.3 Access to Property

- (a) HV.Hotel and/or its authorised third parties may require access to the Property during the period of the Booking:
 - (i) for repair, service and/or maintenance during reasonable hours with notice to the Guest as far as reasonably possible;
 - (ii) to conduct any repairs, maintenance, or service or to protect the Property at any time in emergencies; and
 - (iii) for prospective purchasers to view the Property where the Property is being offered for sale, as arranged.
- (b) If the Guest requests a service call and is not present to provide access, the applicable service call-out Fee provided in the **Schedule of Costs** will be payable.

3.4 Damages and Repair

(a) The Guest is responsible for and will be charged for all damage (outside of normal wear and tear), breakages, cost of repair or replacement to any FF&E or the Property including where caused by setting of sprinklers. Where the value of the damage or cost of repair or replacement caused by the Guest exceeds the Security Bond amount, HV.Hotel is entitled to recover this as a debt immediately due and payable from the Guest including any administration Fees in accordance with the **Schedule of Costs** and for this purpose shall be entitled to use the Guest's credit card details (where applicable) to recover monies due and/or to invoice the Guest.

(b) HV.Hotel does not accept liability for any loss caused by failure of equipment and/or services or utilities out of its control, which may include, but is not limited to, TV or electronic equipment, water, electricity, and internet. In the event of a failure, the Guest should notify HV.Hotel in the first instance.

(c) Repairs, maintenance, or service reported and requested by the Guest that have been deemed necessary by HV.Hotel, will be carried out as soon as practicable. However, if repairs are required due to unforeseen circumstances it may not be possible to guarantee immediate repairs during the Booking Period.

(d) All faults, damages, breakages, or losses to or at the Property, including to any FF&E are to be reported within twenty-four (24) hours to HV.Hotel. To avoid being charged for any faults, damage or breakage not caused by the Guest, any faults, damages, or breakages of FF&E as at the time of check-in should be brought to HV.Hotel's attention promptly following check-in.

3.5 *Assumption of Risk*

(a) The Guest acknowledges and agrees that use of the Property, all facilities at the Property and its premises and any Equipment by all Guests and visitors is solely at the Guest's own risk and that HV.Hotel is not responsible for the safety or wellbeing of any person, including children, any Guests or visitors to the Property or for any loss of enjoyment that may result from unusual circumstances or circumstances beyond the reasonable control or foresight of HV.Hotel including weather, acts of God, fires, storms, power failures, riots, strikes, pandemics or any other events usually considered to be an event of force majeure.

(b) The Guest acknowledges and agrees if at any time any weather conditions or other circumstances occur that may make usage of the Equipment, barbecue, fireplace, or any other facilities unsafe for any Guests or visitors, the Guest will ensure that they immediately discontinue usage. The Guest acknowledges and agrees that usage of the Equipment, fireplace or barbecue may cause serious or grievous injuries which may include injury, harm and/or death.

(c) The Guest assumes all risk and takes full responsibility for all personal injury, sickness, disease (including but not limited to contracting or spreading infectious diseases), death for any reason, damage to and loss of personal property and losses of all kinds whatsoever arising out of, attributable to, caused by or resulting from the usage of the Equipment, the Property and any part of it and all facilities at the Property and the Guests' stay at the Property, which may include but is not limited to using the Property or any part of it in any manner, and participating and/or engaging in any activities at the Property.

(d) The Guest hereby waives and releases, indemnifies, holds harmless and forever discharges HV.Hotel and its current and/or former agents, employees, officers, directors, affiliates, successors and trustees from and against any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that they ever had or may have, arising from, or in any way related to, their usage of the Equipment and the facilities at the Property and/or their stay at the Property by the Guests and their visitors, and any activities that the Guests and their visitors may partake in or have partaken in, at or away from the Property and its premises, provided that this waiver of liability does not apply to any acts of gross negligence or intentional or wilful misconduct by HV.Hotel.

4. NOISE AND NEIGHBOURS

4.1 Noise

(a) Noise must not be made outdoors at the Property (including but not limited to on the balcony) in the period between 10:30pm and 7:30am.

(b) Excessive noise, music and any other form of disturbance that is unreasonably disruptive to neighbours of the Property or interferes with the peace and comfort of neighbours is prohibited at all times and may result in eviction and immediate termination of the Booking under clause 7(d)(i).

(c) Where any representative of HV.Hotel, security guard or police attend the Property to deal with noise complaints, or where a valid complaint has been received from neighbours, the Guest will be charged an additional Fee in accordance with the **Schedule of Costs**.

(d) If a noise complaint is received, a first warning will be given. If a second complaint is received, HV.Hotel shall have the right to immediately evict the Guests from the Property and terminate the Booking and this Agreement.

(e) The Guest acknowledges that creating noise which because of its level, nature, character, or quality, or the time it is made, is likely to harm, offend or unreasonably disrupt or interfere with the peace and comfort of neighbours of the Property and other occupants of the premises may also be a chargeable offence.

(f) HV.Hotel is not liable for any disturbance, noise, or inconvenience that the Guest may experience from neighbours of the Property or for any other reason including any nearby renovation or building work or roads (as applicable).

4.2 Neighbours

(a) A 'good neighbour' policy shall be enforced at the Property by HV.Hotel.

(b) HV.Hotel will not tolerate behaviour by Guests that:

i) is violent, threatening, disrespectful or disruptive to the neighbours;

ii) which intentionally, recklessly, or negligently causes damage or loss to the neighbouring Property personal property of neighbours;

iii) disrupts traffic or causes nuisance to the community.

(c) The Guest agrees that a breach of this clause may result in fines or other action by the relevant authorities and shall give HV.Hotel the right to evict the Guest and immediately terminate the Booking and this Agreement and the provisions of clause 7(d)(i) shall apply.

(d) The Guests acknowledge and agree to inform HV.Hotel as soon as possible of any disputes or complaints regarding neighbours or any third parties that occur during their stay.

5. REVIEWS, SOCIAL MEDIA, EVENTS, PHOTOSHOOTS & LOCATION HIRE

(a) HV.Hotel encourages Guests to tag *@HV.Hotel* when posting during their stay at the Property, and unless expressly objected to, HV.Hotel may tag the Guests who have so tagged *@HV.Hotel* in some of its posts on matters of interest or repost their images on its accounts. To avoid doubt, HV.H Hotel will not tag any Guest on its social media unless the Guest has first tagged *@HV.Hotel*.

(b) Where, upon request, the Guests provide HV.Hotel with images of themselves or others, taken during their stay at the Property, unless they expressly object, they agree to release and hold HV.Hotel harmless from any liability in relation to the images which it may use for its marketing material or promotional purposes.

(c) The Guest agrees that any testimonial HV.Hotel has received from any other guest is indicative of that guest's experience at the Property and may not necessarily be typical. The Guest acknowledges and agrees that testimonials are not a guarantee of the experience they will have at the Property, though HV.Hotel endeavours to ensure every guest is reasonably satisfied.

(d) In the event the Guest experiences any issue or problem during their stay at the Property, they agree that if the issue or problem relates to:

(i) alleged contraventions of the criminal law or civil penalty provisions, or planning laws by HV.Hotel, it must be addressed through the proper dispute resolution process; or

(ii) other matters, it must be resolved via the internal dispute resolution process under clause 9 and may be subject to the obligations of confidentiality under clause 6, and the Guest agrees to give HV.Hotel the opportunity to rectify the situation before leaving negative reviews that may be published in the public domain and be damaging to the reputation of HV.Hotel.

(e) The Guest agrees that before leaving a review, they will consider the potential implications under the *Competition and Consumer Act 2010* (Cth) and the *Defamation Act 2005* (VIC) of making false and/or misleading statements and the potential for a claim for damages and other remedies where a person's reputation has been harmed by the publication of defamatory matter.

(f) The Guest acknowledges where the Booking has been terminated for a breach of this Agreement, that any disputes or feedback should be directly raised with HV.Hotel, rather than in the public domain, and may be subject to the obligations of confidentiality under clause 6.

6. CONFIDENTIAL INFORMATION

6.1 Obligations with Respect to Confidential Information

A recipient of Confidential Information:

(a) may use the Confidential Information only for the purposes of this Agreement or with the prior consent of the discloser (which may be given or withheld at the discloser's absolute discretion);

(b) must keep confidential all Confidential Information except:

(i) for disclosure permitted under this clause 6; and

(ii) to the extent (if any) the recipient is required by law to disclose such Confidential Information; and

(c) must cease to use and destroy or return all Confidential Information immediately upon request.

7. REFUNDS, BREACH AND RIGHTS OF TERMINATION

(a) HV.Hotel reserves the right to refuse or grant refunds for the Services pursuant to the Australian Consumer Law as provided in the *Competition and Consumer Act 2010* (Cth). Any requests by the Guest for refunds must be detailed in writing and will only be considered when options for remedies or replacements have been exhausted.

(b) The Guest acknowledges that any breach of this Agreement by the Guest may result in the Guest becoming liable for payment of Fees as outlined in the **Schedule of Costs** and other associated consequences as specified in this Agreement including termination of a Booking and this Agreement with no refund payable.

(c) The Guest acknowledges the Property may not be used for schoolies or large parties, functions or group gatherings and HV.Hotel shall have the right to cancel or terminate the Booking, retain all amounts paid in respect of the Booking with no refund payable, and charge any additional Fees payable under this Agreement in accordance with the **Schedule of Costs**.

(d) Without prejudice to any other rights or remedies HV.Hotel may have under this Agreement or at law, HV.Hotel shall have the right to terminate the Booking and this Agreement with written notice effective immediately or at such later time stipulated in the notice and to retain all amounts paid in respect of the Booking and charge any additional Fees payable under this Agreement in accordance with the **Schedule of Costs** if:

(i) a provision of this Agreement specifically grants a right of termination;

(ii) the Guest commits a material breach that is not capable of remedy or multiple or recurring breaches of this Agreement whether remedied or not; or

(iii) the Guest commits a material breach and does not rectify the breach within any reasonable time given by HV.Hotel for the Guest to rectify the breach.

(e) HV.Hotel will not be liable for any losses, costs and/or expenses incurred or sustained by the Guest as a result of the termination of this Agreement and the Booking.

(f) The termination or conclusion of this Agreement and the Booking does not affect or effect any release of any accrued rights, obligations, or remedies of a party in relation to events, acts or omissions that occurred before the termination or conclusion of this Agreement and the Booking including any claim that either party may have against the other party.

(g) The Guest acknowledges and agrees where the Booking is terminated pursuant to a breach of this Agreement, the provisions of clause 5(f) apply.

8. LIMITATION OF LIABILITY

8.1 Liability of the Guest

HV.Hotel may, in its sole discretion, take an action (including legal proceedings) and claim against:

(a) the Guest pursuant to the provisions of clause 3.1(c); or

(b) the Guest and/or any or all other relevant Guests notwithstanding the provisions of clause 3.1(c),

for all acts and omissions, breach of this Agreement and all other liability under this Agreement, in equity or at law, of the Guest and/or any other Guests.

8.2 Total Liability

To the fullest extent permitted by law (including the Australian Consumer Law), the total liability of HV.Hotel under or in connection with this Agreement in respect of all claims (if any) is limited to the lesser of all amounts paid to HV.Hotel, and all amounts paid or payable for the Booking, and in any event shall not exceed the available proceeds of the professional indemnity and/or public liability insurance coverage of HV.Hotel at the relevant time.

8.3 *Consequential Loss*

In no case shall HV.Hotel, its officers, employees, affiliates, agents, contractors or licensors be liable for any consequential loss arising from the Guests' use of, or reliance on, the Booking, the Property or Services and/or any content or information (including regulatory or legislative) provided at or about the Property or in information brochures about the Property including, but not limited to, any errors or omissions in any content or any loss or damage of any kind incurred as a result of the use of any content posted, transmitted or otherwise made available via HV.Hotel.

8.4 *Australian Consumer Law*

Nothing in this Agreement is intended to limit any Australian Consumer Law guarantees or warranties that may apply to the Services that cannot be excluded.

9. **DISPUTE RESOLUTION**

The parties must use reasonable endeavours to resolve all disputes through negotiation. If the dispute cannot be resolved through negotiation between the parties within twenty-one (21) days of the dispute arising, either party may commence mediation or other proceedings.

10. **GENERAL**

10.1 *Severability*

If any provision or part of this Agreement is void or unenforceable for any reason, then that provision or part will be severed from this Agreement and the rest of this Agreement shall be read as far as possible as if the severed provision or part had never existed.

10.2 *Entire Agreement and Variation*

The parties agree that this Agreement is the entire agreement between HV.Hotel and the Guest in respect of this arrangement and supersedes any other communication or understandings (whether written or oral) between HV.Hotel and the Guest in that regard. Any changes to this Agreement must be agreed in writing between HV.Hotel and the Guest prior to the changes coming into effect.

10.3 *Governing Law and Jurisdiction*

This Agreement is governed by, and all disputes relating to or arising in connection with this Agreement or the subject matter of this Agreement shall be resolved in accordance with, the laws of Victoria, Australia and the parties irrevocably agree to submit to the non-exclusive jurisdiction of the courts of Victoria and the courts of appeal from those courts.

10.4 *Joint and Several*

Where the Guest is two or more persons:

- (a) any agreement, representation, warranty or indemnity given by them binds each person jointly and severally; and
- (b) any agreement, representation, warranty or indemnity in favour of them may be enforced by any of them.

10.5 *Singular or Plural*

In this Agreement, words in the singular include the plural and vice versa, unless the contrary intention appears.

10.6 Survival

The provisions of clauses 1, 2, 3.5(d), 5, 6, 8, 9, 10.3 - 10.5 and this clause 10.6 (and any other provisions which by their nature are intended to continue to have effect) shall survive the expiration or termination of this Agreement and the fulfilment, expiry, cancellation or termination of any Booking.

SCHEDULE OF COSTS

ITEM	TERMS	AMOUNT
Additional Guest over maximum 4	Where the number of Guests exceeds four (4) guests, the maximum number authorised	\$200 per unauthorised Guest
Administration Fee	<p>Postage/courier services</p> <p>For variation or cancellation of Bookings:</p> <ul style="list-style-type: none"> • cancellation by the Guest more than 30 days before the Booking commences • cancellation by the Guest - where clause 2.5(a) applies • variation of booking dates - under clause 2.5 (b) <p>For action taken under clause 3.4(a) (Damages & Repair)</p>	<p>\$30 plus cost of postage</p> <p>\$50 + Transaction Fees</p> <p>\$250 (larger items) or \$100 (smaller items)</p>
Call-out Fee for locksmith/ lost keys	If any provided key is lost, not returned or locked inside the Property	\$250 for security call out + invoice cost to rectify
Call-out Fee for medical emergency	Where any Guests are transported to hospital or require medical assistance or relocation	Guest responsible to pay costs
Call-out Fee for HV.Hotel	Where HV.Hotel is called to the Property and the issue is deemed to be caused by any Guests, equipment owned by any Guests or because any Guests have not followed instructions	\$200
Call-out Fee for tradesperson to fix an issue caused by the Guest	Where a tradesperson is called to the Property and the issue is deemed to be caused by any Guests, equipment owned by any Guests or because any Guests have not followed instructions	Invoice Cost
Call-Out Fee where Guest is not present	Where the Guest requests a service call and is not present to provide access	\$200 + Invoice Cost
Change to check-in or check-out times	Where approval is given for early check-in or late check-out (subject to availability)	\$0
Check-out late - without consent	A late check-out past 10 am without prior consent of HV.Hotel	\$100 per hour
Cleaning: Oven	Where the oven is left with significant grime	\$100

Cleaning: Roof Yard BBQ	Where the BBQ is left with significant grime	\$100
Cleaning: Linen, carpets and furnishings	Where the carpets, furnishings or linen within the Property have been soiled or damaged to the extent that they require extensive cleaning or replacement	\$250 for significant items or \$100 for smaller items + invoice cost of cleaning/cost of repair or replacement + cost of any lost income due to Property being unsuitable for rental
Cleaning: the Property	Where the Property has been left in an extremely dirty or messy condition	\$200 + Invoice cost to clean
Credible noise complaint by neighbours	Failure to abide by clause 4.	\$500 per offence plus \$250 call out fee for eviction plus cost of any fines where applicable
Evidence of pets	Where there is evidence of pets having been at the Property without consent, or with consent but additional cleaning of the carpets, furnishings or linen is required	\$300 + invoice cost of cleaning/cost of repair or replacement + cost of any lost income due to Property being unsuitable for rental
Evidence of smoking (including vapes)	Where there is evidence of smoking within or at the Property, including traces of residual smoke or cigarette butts	\$1000 + invoice cost for additional cleaning
Fire Brigade Call Out Fee	Where there is evidence of any open flames on the property, including the private balcony, including but not limited to candles, lighters, matches and incense, or any other action that causes the fire department to be called out.	Guest responsible to pay any costs + \$250 administration fee
Plumbing/ electricity	Where it is determined that the Guest has caused a plumbing or electricity issue that requires a tradesperson	\$250 + Invoice cost
Police/security called to the Property	Where police or security attend the Property for any reason including failure to abide by the good neighbour and noise policy	\$500 per offence + \$250 administration fee + any associated costs and fines incurred
Postage/courier services	Where the Guest leaves personal property at the Property and requires postage or courier services	\$30 Administration Fee + postage or courier invoice costs
Repair/replacement - the Property and FF&E	Where there is loss or damage caused to the Property or the premises, including but not limited to electrical items, floors and floor coverings, furniture and fittings, kitchen utensils, crockery, glassware, cutlery and any other items	Invoice cost to repair/ replace + cost of any lost income due to Property being unsuitable for rental
Security Bond	Credit card pre-authorisation	\$1000 or as otherwise specified by HV.Hotel
Transaction Fees (Credit Card)	Where transactions are made via HV.Hotel's Online Booking System	2.0% of the transaction amount for domestic cards

		2.9% of the transaction amount for international cards
Transaction Fees (Currency Exchange)	Where a currency conversion is required	2.0% of the transaction amount
Unlawful Use	Where prohibited large parties, functions or group gatherings or the Property is used for schoolies	\$1000 penalty + \$300 for each unregistered guest

ANNEXURE 1

Owners Corporation Rules