

THE
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1. IMPORTANT

- 1.1. Please read these terms and conditions carefully.
- 1.2. All bookings made via Participating Websites or with The Anchorage Hotel / Spa directly are made subject to these terms and conditions and the person making the booking will be deemed to have accepted these Terms and Conditions on behalf of all persons who will be staying at the Property under the booking once any payment is made in relation to the booking.
- 1.3. Bookings may also be governed by and subject to additional terms and conditions. These terms and conditions may relate to items such as payments, deposits and cancellations and you should confirm the exact conditions directly with the Property before booking. If there is any inconsistency between the Property terms and conditions and these Terms and Conditions, the latter will prevail.
- 1.4. If booking via your Travel Agent the terms and conditions provided by your Travel Agent will apply to your booking and you should ask your Travel Agent for a copy of these terms and conditions.
- 1.5. Any prices, fees, deposit amounts or charges which are specified or referred to in these terms and conditions are in the same currency as the booking to which they relate.

2. DEFINITIONS

- 2.1. In these Terms and Conditions:
 - 2.1.1. "Best Available Rate" means the best rate available on any given day for a particular Property.
 - 2.1.2. "Child" has the meaning given in clause 21.
 - 2.1.3. "Infant" has the meaning given in clause 21.
 - 2.1.4. "Non-refundable Booking" means a booking at any Property which is advertised as a booking that has Booking Conditions that states it is a non-refundable booking.
 - 2.1.5. "Peak Season Booking" means a booking at any Property which is advertised as a Peak Season Booking or which is listed on a Participating Website as a Peak Season Booking.
 - 2.1.6. "Standard Booking" means a booking at any Property, Non-refundable Booking or Peak Season Booking.
 - 2.1.7. "You" and "Your" mean the person who is making the booking.

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3. PHOTOGRAPHIC IDENTIFICATION

- 3.1. When you check-in you may be asked to provide photographic identification.
- 3.2. If you are unable to provide such identification your booking may be cancelled and you may be liable to pay The Anchorage Hotel / Spa an amount equal to the full booking amount plus any other costs incurred by The Anchorage Hotel / Spa in connection with the booking. Accordingly, any pre-payment you have made in relation to the booking will be forfeited to The Anchorage Hotel / Spa under this term.

4. HOW TO BOOK / QUOTES AND RESERVATIONS

- 4.1. Bookings are subject to the availability and applicable pricing of the relevant Property at the time of the booking and some conditions and/exclusions may apply including but not limited to minimum stay requirements.
- 4.2. Any quote given is an estimate only of price and the price will only be confirmed once a payment is made on the booking and you receive written advice from The Anchorage Hotel / Spa that the payment has been received and the booking has been confirmed.
- 4.3. Any confirmed price is subject to change if:
- A payment which is due on a booking is not received by The Anchorage Hotel / Spa by the date the payment is due; or
 - There is a change in or imposition of a government charge, tax or levy which entitles or necessitates The Anchorage Hotel / Spa changing the price of your booking.
 - Any details relating to your booking are amended, for example your dates of stay, your room type or the number of persons staying under your booking, in which case clause 9 will apply.
- 4.4. If you reasonably believe a written confirmation or invoice which has been provided to you is incorrect, you can request that The Anchorage Hotel / Spa property reissue that written confirmation or invoice and you may either pay the amount specified on the reissued written confirmation or invoice by the date which it is specified as being due, or cancel your booking.

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5. PAYMENT

- 5.1. Payments may be made by Visa, Mastercard, Diners, American Express or Australian Dollar. Unfortunately debit cards are not accepted.
- 5.2. Payments for bookings may be made using Gift Cards.
- 5.3. The Anchorage Hotel / Spa accepts no responsibility for monies paid by you to a travel agency until cleared funds are received in the bank account of The Anchorage Hotel / Spa property.

6. DEPOSIT AND FINAL PAYMENT

- 6.1. For **Standard Bookings** full payment must be received at least 72 hours prior to your scheduled day of arrival or, if your booking is made within 72 hours of your scheduled day of arrival, at the time of booking.
- 6.2. For **Peak Season Bookings** a \$200.00 deposit is required at time of booking. Full payment must be received at least 30 days prior to your scheduled day of arrival or, if you're booking is made within 30 days of your scheduled day of arrival, at the time of booking. Please contact the property directly to organise the payment.
- 6.3. For **Non-refundable Bookings** full payment is required at the time of booking.
- 6.4. If any deposit or final payment is not received by the due date, The Anchorage Hotel / Spa reserves the right to cancel the booking and any monies paid by you in relation to your booking will be forfeited to The Anchorage Hotel / Spa.
- 6.5. Once final payment of your booking has been made confirmation of that payment and your booking will be sent to you via email or post to the email or postal address you provided at the time you made the booking.

7. RATES AND CHARGES

- 7.1. The currency applicable to any quoted rates will be specified with the quoted rate. All quoted rates are subject to change at any time until full payment is received.
- 7.2. Quoted rates are inclusive of all compulsory government or regulatory charges and taxes (for example GST) where applicable.

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- 7.3. Quoted rates do not include transport to or from the Property or items of a personal nature including but not limited to laundry, telephone, taxis, room service, meals or transfers, airport taxes), unless otherwise indicated.
- 7.4. If you have been quoted a rate that includes meals and or transport you should contact the relevant Property directly to obtain details of these inclusions.
- 7.5. Some rates which are quoted are valid only for a minimum number of nights and if the number of nights included in your booking changes the rate may also change.
- 7.6. For information on rates for Children, Infants and extra persons, please refer to clauses 22 and 23.
- 7.7. Please visit the relevant Property website or contact that Property direct for further information on specific inclusions and exclusions.

8. REFUNDS

- 8.1. Any amount paid by you to The Anchorage Hotel / Spa for your booking (including deposits) shall be dealt with as stated in these Terms and Conditions.

9. AMENDMENTS

- 9.1. All amendments are subject to the availability and applicable pricing of the relevant Property at the time the amendment is requested.
- 9.2. Amendments for Standard Bookings may be requested within the following time frames:
- Up to 72 hours prior to your scheduled check-in time.
- 9.3. Amendments for Peak Season Bookings at Anchorage Port Stephens may only be requested up to 30 days prior to your scheduled check-in time.
- 9.4. Amendments to Non-refundable Bookings are not permitted.
- 9.5. If amendments are requested outside the time frames specified in clause 9.2 or 9.3 you may be charged a 100% cancellation fee in addition to the cost of your amended booking and any reduction in the amount which is payable by you in such case will be at The Anchorage Hotel / Spa absolute discretion.

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9.6. If the rate which applies to an amended booking is greater than the rate which applied to the original booking, you must pay the difference along with any amendment fee in full at the time the amendment is approved.

10. CANCELLATION - STANDARD

10.1. If you cancel your booking the following charges will apply in relation to each booking:

- Up to 72 hours prior to your scheduled check-in time: No cancellation fee will be applied and any deposit you have paid for your booking will be returned.
- Within 72 hours of your scheduled check-in time: a 100% cancellation fee will apply and you will be required to pay to The Anchorage Hotel / Spa the full amount of your booking less any amount which you have already paid.
- Should you amend your booking during your stay and depart early a 100% cancellation fee will apply to remaining package charges.
- *Full payment of accommodation charges will be processed to your nominated credit card 72 hours prior to your arrival. Unfortunately debit cards are not accepted.

- **CANCELLATION – PEAK PERIOD (CHRISTMAS AND EASTER)**

10.2. For Peak Season Bookings at any Property, if you cancel your booking the following charges will apply in relation to each room you have booked:

- At time of booking a \$200.00 deposit per room is required.
- Up to 30 days prior to your scheduled check-in time: No cancellation fee will be applied and any deposit you have paid for your booking will be returned.
- Within 30 days of your scheduled check-in time: a 100% cancellation fee will apply and you will be required to pay to The Anchorage Hotel / Spa the full amount of your booking fee less any amount which you have already paid.
- Should you amend your booking during your stay and depart early a 100% cancellation fee will apply to remaining package charges.
- Full payment of accommodation charges will be processed to your nominated credit card 72 hours prior to your arrival. Unfortunately debit cards are not accepted

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• **CANCELLATION – NON- REFUNDABLE BOOKINGS**

11. For Non-refundable Bookings, if you cancel your booking at any time after it is made no refund of the funds paid for your booking will be made.

11.1. Any cancellation fees payable by you will be deducted from any monies paid by you to The Anchorage Hotel / Spa and if insufficient funds, The Anchorage Hotel / Spa may charge, and you authorise The Anchorage Hotel / Spa to charge, the credit card the details of which you provided at the time of making your booking.

11.2. Where applicable the balance of any monies paid by you after any applicable cancellation fee has been deducted will be held by The Anchorage Hotel / Spa as Booking Credit which subject to clause 12 may be applied to any future bookings you make with The Anchorage Hotel / Spa.

12. NO-SHOWS OR TERMINATIONS

12.1. 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 The Anchorage Hotel / Spa the full amount of your booking less any amount which you have already paid.

13. BOOKING CREDIT

13.1. If you have been issued with Booking Credit to be applied to future accommodation or accommodation package bookings with The Anchorage Hotel / Spa such credit will remain valid for twelve months from the day the booking is cancelled.

13.2. To redeem Booking Credit you must make your booking via The Anchorage Hotel / Spa Reservations by calling 02 4984 0339 Monday – Friday between 9:00 & 17:00.

13.3. Any stay to be fully or partly paid for using Booking Credit must be booked and paid for in full prior to the expiry of the 12 month validity period.

13.4. Any Booking Credit not redeemed at the expiry of the 12 month validity date will be forfeited in its entirety to The Anchorage Hotel / Spa.

13.5. Administration fees may apply to bookings made using Booking Credit.

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14. CHECK-IN

14.1. Standard check-in time is 3:00pm.

14.2. If you wish to guarantee your ability to check-in prior to 3:00pm you must book an additional night's stay and pay the applicable rate for that additional night.

15. CHECK-OUT

15.1. Standard check-out time is 11:00am

15.2. Requests for a later check out should be made direct with the The Anchorage Hotel / Spa prior to or when you check-in.

16. LATE CHECK-OUT

16.1. If you wish to check-out later than the standard check-out time you must obtain approval from property management at least 12 hours prior to your scheduled check-out time.

16.2. Property management may approve a request for late check-out in their absolute discretion.

- if you check-out between 12:00 noon and 1:00pm a surcharge of \$60.00;
- if you check-out between 1:00pm and 2:00pm a surcharge of \$100.00; or
- if you check-out after 2pm a charge equivalent to the fully daily rate which applies to your booking.

17. SECURITY DEPOSITS

17.1. You must provide a credit card pre-authorisation or imprint when you check-in

17.2. The authorisation may be used to cover incidental items including but not limited to telephone charges, security bond or deposit for any breakages or damage incurred during your stay or cleaning charges in excess of the normal level of cleaning.

17.3. The pre-authorisation process validates your credit card, and protects both the cardholder and merchant from increasing fraud incidents.

17.4. The pre-authorised amount is set aside by the card issuer for a period of up to 14 days from the date of pre-authorisation and the pre-authorisation will affect your available funds balance or spending limit. For more information on this practice please contact your card issuer.

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17.5. Once a pre-authorisation has been made, The Anchorage Hotel / Spa cannot release, remove or lower the authorised amount, until we process the final account on departure. This is a restriction imposed by the card issuer, and cannot be negotiated.

17.6. Where a credit card is not available a minimum \$200.00 cash deposit will be required on check-in.

18. ROOM ALLOCATION

18.1. In the unlikely event that The Anchorage Hotel / Spa cannot provide accommodation at the Property for which you have booked, The Anchorage Hotel / Spa will at no additional expense to you relocate you into an alternative property which in the reasonable opinion of The Anchorage Hotel / Spa is of comparable quality and in a comparable location.

18.2. If a property of comparable quality in a comparable location is not available, The Anchorage Hotel / Spa may relocate you to a property of less comparable quality or less comparable location in which case The Anchorage Hotel / Spa will pay you an amount which it reasonably believes represents the difference between the rate payable for the alternate property and the rate paid by you for the Property at which you had booked.

18.3. Should you wish to be relocated to an alternative property other than the property chosen by The Anchorage Hotel / Spa under this term, you will be required to pay any difference in price between the The Anchorage Hotel / Spa choice of property and your chosen property.

18.4. If you and The Anchorage Hotel / Spa cannot agree on an alternative property under this clause then you may request The Anchorage Hotel / Spa cancel your booking and issue you with a Booking Credit for the full amount of that booking less any amounts which you owe to The Anchorage Hotel / Spa.

18.5. If you and The Anchorage Hotel / Spa cannot agree on an alternative property under this clause and you do not wish to be issued a Booking Credit under clause 12 then you may request that The Anchorage Hotel / Spa cancel your booking and provide you with a refund for the full amount of that booking less any amounts which you owe to The Anchorage Hotel / Spa.

19. HOTEL SERVICING

19.1. Your booking will include daily room servicing unless the rate booked specifically states otherwise.

19.2. Additional room services can be arranged directly with the The Anchorage Hotel / Spa Property and charges will apply.

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20. NOISE RESTRAINTS

Strict noise restrictions apply after 10pm, any complaints will result in additional charges and possible eviction.

21. NON SMOKING PROPERTY

Anchorage Port Stephens is a non-smoking property, any evidence of smoking of any kind will incur a \$300.00 additional cleaning fee and may result in eviction from the property.

22. CHILD POLICY

For the purposes of this clause "Child" or "Children" means a person or persons aged between 2 years and 12 years; "Infant" means a person under the age of 2 years; and "Adult" means a person aged over 18 years. All ages will be determined from the date at which accommodation commenced.

- 22.1. Children and Infants sharing a room with their parents or guardians may do so free of charge if using existing beds and linen and not exceeding the maximum occupancy for the given room type.
- 22.2. Children and Infants may not stay in any room without an Adult.
- 22.3. Additional charges will apply if extra beds or linen (including rollaways, sofa beds or cots) are required. These are charged at the extra person rate.

23. EXTRA PERSON POLICY

- 23.1. Persons aged over 13 years will be charged Extra Person rates for each person staying in a room which exceeds the maximum occupancy for the room type, or where extra beds or linen are required.

24. FACILITIES AND SERVICES

- 24.1. Whilst care is taken to ensure that the description of facilities and services of the The Anchorage Hotel / Spa is accurate, these are continually being changed, upgraded, and on occasion taken out of service and if any feature/facility is essential to you in choosing a particular property, it is your responsibility to confirm with the property prior to making your booking that the feature/facility will be available during your stay.
- 24.2. To the extent permitted by law The Anchorage Hotel / Spa is not liable for omissions, errors or changes to the facilities and services at a property, whether temporary or permanent.
- 24.3. Accommodation facilities listed may not apply to all room types.

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25. CAR PARKING

Please be advised that parking spaces are provided, however are strictly one space per room, any additional cars will be required to park outside the property.

26. MINI BAR

Mini bar items are placed in each room upon arrival. Please advise Reception of any items you use, otherwise any items found missing upon checkout will be charged immediately to the credit card details given at check in.

27. SPECIAL REQUESTS

27.1. Whilst The Anchorage Hotel / Spa attempts to satisfy all special requests, The Anchorage Hotel / Spa does not guarantee that special requests can be accommodated.

28. TRAVEL INSURANCE

28.1. The Anchorage Hotel / Spa strongly recommends that at the time of booking you purchase comprehensive travel insurance to cover items including but not limited to: loss of booking amount through cancellation, loss or damage to personal baggage, loss of money and medical expenses.

29. GIFT CARDS

29.1. Gift Cards are not refundable or redeemable for cash.

29.2. Gift Cards are valid for 36 months from the date of issue.

29.3. Additional values cannot be added to an existing The Anchorage Hotel / Spa Gift Card; however, additional Gift Cards can be purchased.

29.4. Gift Cards are to be treated like cash and if they are defaced, mutilated, altered, lost or stolen they will not be replaced, refunded or redeemed.

29.5. The Anchorage Hotel / Spa does not accept any responsibility for lost or stolen Gift Cards.

30. UNACCOMPANIED MINORS

30.1. All guests under the age of 18 must be accompanied by a responsible adult such as a parent, step-parent, guardian or other adult who has parental rights and responsibilities for the under 18 year old guest.

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30.2. If a guest is found to be a person under the age of 18 who is not accompanied by a responsible adult The Anchorage Hotel / Spa may immediately cancel the guest's booking and the full booking amount will be forfeited to The Anchorage Hotel / Spa under this clause.

31. THIRD PARTY PRODUCTS AND SERVICES

31.1. Third party products or services are sometimes sold together with accommodation provided by The Anchorage Hotel / Spa. In such circumstances the third party is entirely responsible for supplying the products or services to you and any involvement The Anchorage Hotel / Spa has in facilitating your booking with the third party is as the third party's agent. The Anchorage Hotel / Spa is in no way the supplier of the products and services and to the extent permitted by law The Anchorage Hotel / Spa is not liable for any failure by the third party to provide the products or services, nor for any act, error, omission, default or negligence of the third party.

31.2. All third party coupons, vouchers, receipts and tickets are issued subject to the terms and conditions specified by those third parties.

31.3. The Anchorage Hotel / Spa does not warrant the accuracy of any information, statements or representations made by third parties

32. DRESS CODE

Dress Standard for the Hotel, Bar and Restaurants.

For the comfort of all patrons, a minimum dress standard of smart casual attire and footwear is required at all times, irrespective of fashion trends. Patrons and guests are permitted entry to the hotel, bar and restaurants where their overall appearance is deemed suitable for entry, and does not:

1. Bear offensive slogans or pictures.
2. Present a security risk
3. Appear ripped, dirty, soiled or untidy.
4. Present a health and safety hazard.

Management reserves the right to refuse entry to any person at its discretion.

33. RELEASE, INDEMNITY AND PROPORTIONATE LIABILITY

33.1. To the extent permitted by the law, you agree to release, indemnify and hold harmless, The Anchorage Hotel / Spa and its current and former officers, employees, contractors, sub-

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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 The Anchorage Hotel / Spa negligence, wrongful act/omission or breach of these terms and conditions.

33.2. To the extent permitted by law the aggregate of The Anchorage Hotel / Spa liability to you is limited to an amount not exceeding the amount paid by you for your booking.

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

34. **CONSUMER LAW**

34.1. 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 The Anchorage Hotel / Spa are excluded under these Terms and Conditions.

34.2. 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 The Anchorage Hotel / Spa to limit its liability, then The Anchorage Hotel / Spa liability is limited to:

- . in the case of services, supplying the services again or payment of the cost of having the services supplied again; and
- i. 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.

35. **EVENTS BEYOND CONTROL**

35.1. The Anchorage Hotel / Spa 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,

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strikes, theft, delay, cancellation, civil disorder, disaster, Government regulations or changes in itinerary or schedule.

35.2. All travel documents, observance of laws and government regulations are your responsibility.

36. USE OF INFORMATION

36.1. You consent and authorise The Anchorage Hotel / Spa and the relevant The Anchorage Hotel / Spa 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.

36.2. You consent to information which you have provided to The Anchorage Hotel / Spa or the relevant Property as part of your booking being used by The Anchorage Hotel / Spa, the relevant Property or any of their related bodies corporate for the purpose of informing you about offers and promotions which relate to The Anchorage Hotel / Spa, Wests Australia Group's related bodies corporate or Participating Properties.

36.3. The Anchorage Hotel / Spa will not provide or disclose any information you have provided to The Anchorage Hotel / Spa or the relevant Property to any person other than a related body corporate without your prior written consent.

36.4. Upon request by you and to the extent permitted or required by law, The Anchorage Hotel / Spa 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.

37. GENERAL

37.1. The Terms and Conditions are governed by and will be construed in accordance with the laws of the State of New South Wales, Australia.

37.2. 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.

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