

TERMS & CONDITIONS

Alpine Hotel Bright Management acts as a letting agent for the owners of Alpine Hotel Bright Apartments properties, no GST is charged for accommodation. Accommodation services are provided for and on behalf of the owners of the apartments with the manager acting as letting agent. The supply is input taxed in accordance with the ATO's GST Ruling 2000/20.

1. IMPORTANT

- i. Please read these terms and conditions carefully.
- ii. All bookings made via Booking Agents or with Alpine Hotel Bright Apartments 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.
- iii. Bookings may also be governed by and subject to additional terms and conditions which are applied by individual Booking Agents. These terms and conditions may relate to items such as payments, deposits and cancellations and you should confirm the exact conditions directly with the Booking Agent before booking. If there is any inconsistency between the Booking Agent terms and conditions and these Terms and Conditions, the latter will prevail.
- iv. If any part of your booking falls on a date which is classified as a Peak Season Booking date, then your entire booking will be deemed a Peak Season Booking and any terms or conditions which apply to Peak Season Bookings will apply to your entire booking.
- v. 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

- i. In these Terms and Conditions:
 - i. "Child" has the meaning given in clause 17.
 - ii. "Booking Credit" means credit which may be applied to future accommodation or accommodation package bookings with Alpine Hotel Bright Apartments subject to clause 12.
 - iii. "Infant" has the meaning given in clause 17.
 - iv. "Alpine Hotel Bright Apartments" means Vico Trust Pty Ltd trading as Alpine Hotel Bright Apartments.
 - v. "Property" refers to and includes all Alpine Hotel Bright Apartments accommodation and venue.
 - vi. "Booking Agent" means any agent associated and able to book on behalf of the Property.
 - vii. "Participating Website" means any of the following websites:
www.alpinehotelbright.com.au, www.brightescapes.com.au, www.booking.com
 - viii. "Peak Season Booking" means a booking at the Property which is advertised as a Peak Season Booking or which you have been notified by Alpine Hotel Bright Apartments is a Peak Season Booking or which is listed on a Participating Website as a Peak Season Booking.
 - ix. "Standard Booking" means a booking at the Property.
 - x. "Group Bookings" means a booking at the Property of more than 5 rooms.
 - xi. "You" and "Your" mean the person who is making the booking.

3. Photographic Identification

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

4. How To Book / Quotes and Reservations

- i.** Bookings can be made online via any of the Participating Websites or with Alpine Hotel Bright Apartments direct by calling 03 5755 1366 option 3 or +61 3 5755 1366 if calling from overseas.
- ii.** Bookings are subject to the availability and applicable pricing of Property at the time of the booking and some conditions and/exclusions may apply including but not limited to minimum stay requirements.
- iii.** 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 Alpine Hotel Bright Apartments that the payment has been received and the booking has been confirmed.
- iv.** Any confirmed price is subject to change if:
 - a payment which is due on a booking is not received by Alpine Hotel Bright Apartments 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 Alpine Hotel Bright Apartments 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.
- v.** If the price of a booking is changed under clause 4.6 you may pay the new price for your booking or cancel your booking and receive a full refund.
- vi.** If you reasonably believe a written confirmation or invoice which has been provided to you is incorrect, you can request that Alpine Hotel Bright Apartments 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.

5. Payment

- i.** Payments for Standard Bookings may be made by Visa or Mastercard.
- ii.** Payments for Group Bookings may be made by Visa, Mastercard or bank transfer.
- iii.** Alpine Hotel Bright Apartments accepts no responsibility for monies paid by you to a travel agency until cleared funds are received in the bank account of Alpine Hotel Bright Apartments.

6. Deposit and Final Payment

- i.** For Standard & Peak Season Bookings \$150 deposit must be made at time of booking or, if your booking is made within 7 days of your scheduled day of arrival, full payment must be made at the time of booking.
- ii.** Full payment must be received 7 days prior to your scheduled arrival.
- iii.** If any final payment is not received by the due date, Alpine Hotel Bright Apartments reserves the right to cancel the booking and any monies paid by you in relation to your booking will be forfeited to Alpine Hotel Bright Apartments.
- iv.** Once final payment of your booking has been made confirmation of that payment and your booking will be provided to you at time of check in.

7. Rates and Charges

- i.** The currency applicable to any quoted rates will always be in Australian Dollars. All quoted rates are subject to change at any time until full payment is received.
- ii.** Quoted rates are inclusive of all compulsory government or regulatory charges and taxes (for example GST) where applicable.
- iii.** Quoted rates do not include transport to or from the Property or items of a personal nature unless otherwise indicated.
- iv.** If you have been quoted a rate that includes meal/s and/or drink/s you should contact the Property directly to obtain details of these inclusions.
- v.** 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.
- vi.** For information on rates for Children, Infants and extra persons, please refer to clauses 17 and 18.

- vii. Please visit the relevant Participating Property website or contact that Participating Property direct for further information on specific inclusions and exclusions.

8. Refunds

- i. To the extent permitted by law any amount paid by you to Alpine Hotel Bright Apartments for your booking is non-refundable unless stated otherwise in these Terms and Conditions.
- ii. The balance of any monies paid by you after any applicable fees or other amount you owe to Alpine Hotel Bright Apartments has been deducted will be held by Alpine Hotel Bright Apartments as Booking Credit which subject to clause 12 may be applied to any future bookings you make with Alpine Hotel Bright Apartments.

9. Amendments

- i. All amendments are subject to the availability and applicable pricing of the Property at the time the amendment is requested.
- ii. Amendments for Standard Bookings may be requested up to 24 hours prior to your scheduled check-in time.
- iii. Amendments for Peak Season Bookings at the Property may only be requested up to 7 days prior to your scheduled check-in time.
- iv. 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 Alpine Hotel Bright Apartments' absolute discretion.
- v. Amendments may be requested via a Participating Website or via our Reservations Team by calling 03 5755 1366.
- vi. The following charges will apply to amendments requested and approved for Peak Season Bookings:
 - Up to 7 days prior to your scheduled check-in time via a Participating Website or Reservations Team: no amendment fee will apply.
 - Within 7 days of your scheduled check-in time: a \$25.00 amendment fee will apply.
- vii. 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

- i. If a booking is cancelled any non-refundable deposit or payment which you have paid will not be refunded and additional cancellation charges may apply under this clause 10.
- ii. For Standard & Peak Season Bookings at the Property, if you cancel your booking the following charges will apply in relation to each booking:
 - Up to 14 days prior to your scheduled check-in time: no cancellation fee will charged.
 - Within 14 days but up to 7 days of your scheduled check-in time: a \$25 cancellation fee will be charged.
 - Within 7 days but up to 24 hours of your scheduled check-in time: a cancellation fee equivalent to one (1) night will apply and you will be required to pay to Alpine Hotel Bright Apartments.
 - Within 24 hours of your scheduled check-in time: a cancellation fee equivalent to your entire stay will apply and you will be required to pay to Alpine Hotel Bright Apartments the full amount of your booking.
- iii. Alpine Hotel Bright Apartments may charge the credit card details you provided at the time of making your booking for any cancellation fees payable by you.
- iv. Where applicable the balance of any monies paid by you after any applicable cancellation fee has been deducted will be held by Alpine Hotel Bright Apartments as Booking Credit which subject to clause 12 may be applied to any future bookings you make with Alpine Hotel Bright Apartments.

11. No-Shows or Terminations

- i. If you do not show up for your booking or terminate your booking early after you have checked in you will not be refunded any monies.

12. Booking Credit

- i. If you are issued with Booking Credit to be applied to future accommodation or accommodation package bookings with Alpine Hotel Bright Apartments such credit will be valid for twelve months from the day the booking is cancelled.
 - ii. Booking Credit may only be used to pay for bookings at the Property located within the same currency jurisdiction as the cancelled or refunded booking which generated the Booking Credits.
 - iii. Booking Credit may only be used to pay for the accommodation portion of your booking and may not be used for non-accommodation items such as bistro and bar or restaurant purchases.
 - iv. To redeem Booking Credit you must make your booking via Alpine Hotel Bright Apartments Reservations Team by calling 03 5755 1366.
 - v. 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.
 - vi. Any Booking Credit not redeemed at the expiry of the 12 month validity date will be forfeited in its entirety to Alpine Hotel Bright Apartments.
 - vii. Administration fees may apply to bookings made using Booking Credit.
13. **Check-in**
- i. Standard check-in time is 3:00pm but you should confirm the check-in time with the Property prior to your scheduled check-in day.
 - ii. If you wish to guarantee your ability to check-in prior to 3:00pm you must book an additional nights stay and pay the applicable rate for that additional night.
14. **Check-out: Standard**
- i. Standard check-out time is 11:00am but you should confirm the check-out time with the Property prior to your scheduled check-out day.
15. **Late Check-out**
- i. 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.
 - ii. Property management may approve a request for late check-out in their absolute discretion.
 - iii. If you check-out after 11:00am the following additional charges will be applied to your account and will be payable by you on check-out:
 - a flat rate surcharge of \$50.00 if you fail to check-out by 11:00am but before 2:00pm; or
 - if you check-out after 2pm a charge equivalent to the full daily rate which applies to your booking.
16. **Apartment Cleaning**
- i. Apartments are partially serviced with all linen & towelling included in your tariff. Full service of apartments may be requested at a cost of \$250 per apartment, per clean.
 - ii. The basic cleaning of apartments during your stay is your responsibility. General cleaning equipment has been supplied for your convenience.
 - iii. Guests are required to dispose of any rubbish in the bin provided outside the property on a regular basis and upon departure.
17. **Child Policy**
- For the purposes of this clause “Child” or “Children” means a person or persons aged between 2 years and 11 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.
- i. Subject to sub paragraph 21.4, Children and Infants sharing a bed with their parents or guardians may do so free of charge if not exceeding the maximum occupancy for the given apartment type.
 - ii. Alpine Hotel Bright Apartments applies the extra/child rate for persons between the age of 2 years and 11 years, regardless of whether additional beds and linen are required.
 - iii. Children and Infants may not stay in any apartment without an Adult.
 - iv. Additional charges will apply if cots or linen are required. Charges are deemed per case.

- V. The following exceptions apply to the Child policy:
18. **Extra Person Policy**
- i. Persons aged over 12 years will be charged Extra Person rates for each person staying in a room which exceeds the standard 2 guest occupancy.
 - ii. Extra person room rates will be charged on a Room Only basis, unless otherwise stated.
 - iii. Discounts are not applicable to extra person rates.
19. **Facilities and Services**
- i. Whilst care is taken to ensure that the description of facilities and services of the Alpine Hotel Bright Apartments 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 the 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.
 - ii. To the extent permitted by law Alpine Hotel Bright Apartments is not liable for omissions, errors or changes to the facilities and services at a property, whether temporary or permanent.
 - iii. Accommodation facilities listed may not apply to all apartments.
20. **Guest Responsibilities**
- i. It is the responsibility of every guest to read and abide by these terms and conditions.
 - ii. It is the responsibility of every guest to report any issues with the property to the accommodation manager. This includes and disturbance, damage, loss or any criminal matter relating to the property.
 - iii. Apartments are to be used only for accommodation. Parties or commercial use is strictly prohibited.
 - iv. All damages and breakages to the apartments and its contents resulting from your stay will be payable by you the guest.
 - v. The number of guests must not exceed the maximum number allowed and listed on your booking confirmation. If an apartment is reported to be overloaded, the guests will be asked to vacate with no refund made.
 - vi. All furniture and amenities, e.g. linen, towels, cutlery, crockery etc. is to remain inside the property at all times.
 - vii. Guests should show respect and care for the property and ensure all doors and windows are locked when vacated.
 - viii. Guests are expected to keep the property at an acceptable level of cleanliness during your stay. Refer to sub paragraph 16.2.
 - ix. Any unacceptable damage caused to the property resulting from poor cleanliness will be charged to you the guest. If excessive cleaning is required, charges will be passed on to you.
 - x. Please consider other tenants and neighbours at all times and remember your accommodation is in a residential street.
 - xi. Noise must be kept to an acceptable level and music must be turned down by 10 pm.
 - xii. Pets are not permitted to stay with you during your stay at the property.
 - xiii. All apartments are strictly non-smoking. Smoking is not permitted inside the property; smoking is only permitted outside with butts disposed of correctly.
21. **Special Requests**
- i. Whilst Alpine Hotel Bright Apartments attempts to satisfy all special requests, Alpine Hotel Bright Apartments does not guarantee that special requests can be accommodated.
22. **Maps and Images**
- i. Map images, if shown, are for general information and may not necessarily reflect actual routings, locations or services provided.
 - ii. Destination shots may have been supplied to Alpine Hotel Bright Apartments by third parties and Alpine Hotel Bright Apartments does not guarantee the accuracy of any destination shots.

- iii. Photos and floor plans are indicative only. Actual rooms occupied may vary in decor and inclusions from those shown.
23. **Travel Insurance**
- i. Alpine Hotel Bright Apartments 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.
24. **Unaccompanied Minors**
- i. 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.
 - ii. If a guest is found to be a person under the age of 18 who is not accompanied by a responsible adult Alpine Hotel Bright Apartments may immediately cancel the guest's booking and the full booking amount will be forfeited to Alpine Hotel Bright Apartments under this clause.
25. **Third Party Products and Services**
- i. Third party products or services are sometimes sold together with accommodation provided by Alpine Hotel Bright Apartments. In such circumstances the third party is entirely responsible for supplying the products or services to you and any involvement Alpine Hotel Bright Apartments has in facilitating your booking with the third party is as the third party's agent. Alpine Hotel Bright Apartments is in no way the supplier of the products and services and to the extent permitted by law Alpine Hotel Bright Apartments 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.
 - ii. All third party coupons, vouchers, receipts and tickets are issued subject to the terms and conditions specified by those third parties.
 - iii. Alpine Hotel Bright Apartments does not warrant the accuracy of any information, statements or representations made by third parties
26. **Release, indemnity and proportionate liability**
- i. To the extent permitted by the law, you agree to release, indemnify and hold harmless, Alpine Hotel Bright Apartments 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 Participating 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 Alpine Hotel Bright Apartments negligence, wrongful act/omission or breach of these terms and conditions.
 - ii. To the extent permitted by law the aggregate of Alpine Hotel Bright Apartments' liability to you is limited to an amount not exceeding the amount paid by you for your booking.
 - iii. Each indemnity in these terms and conditions is a continuing and independent obligation and survives the termination or expiry of these terms and conditions.
27. **Consumer Law**
- i. 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 Alpine Hotel Bright Apartments are excluded under these Terms and Conditions.
 - ii. 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 Alpine Hotel Bright Apartments to limit its liability, then Alpine Hotel Bright 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.

28. **Events Beyond Control**

- i. Alpine Hotel Bright Apartments 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.

29. **Use of Information**

- i. You consent and authorise Alpine Hotel Bright Apartments and the relevant Participating 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 Alpine Hotel Bright Apartments or the relevant Participating Property as part of your booking being used by Alpine Hotel Bright Apartments, the relevant Participating Property or any of their related bodies corporate for the purpose of informing you about offers and promotions which relate Alpine Hotel Bright Apartments, Alpine Hotel Bright related bodies corporate or Participating Properties.
- iii. Alpine Hotel Bright Apartments will not provide or disclose any information you have provided to Alpine Hotel Bright Apartments or the relevant Participating 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, Alpine Hotel Bright Apartments 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 Participating Property.

30. **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.

31. **Acceptance**

- i. By continuing with the reservation, you hereby accept all of the above outlined Terms and Conditions.