

**1. DEFINITIONS** In these terms and conditions:

- **"Merinda"** means "Merinda Village Hotel (ABN: 61 621 177 127)", by its successors assigns or any person acting on behalf of: "Merinda", and with the authority.
- **"We", "Our", "Us", 'Hotel', and "Merinda" or "Merinda Village"** means "Merinda Village Hotel".
- **"Customer", "You" and "your"** means the person who is making the reservation.
- **"Booking"** means "Reservation", "Accommodation", "Function", and/or "Services" provided by "Merinda" to the Customer at the Customer's request from time to time (where the context so permits the terms "Booking", "Reservation", "Accommodation", and/or "Services" shall be interchangeable for the other).

2. PHOTOGRAPHIC IDENTIFICATION

- 2.1 When you check-in, you may be asked to provide photographic identification.
- 2.2 If you are unable to provide such identification, your reservation may be cancelled and you may be liable to pay us an amount equal to the full reservation amount plus any other costs incurred by us in connection with your reservation.

3. GUARANTEE POLICY

- 3.1 Guarantee with a valid credit card is required at time of making a reservation via 'Merinda Village Hotel' website as well as on check-in to the hotel.
- 3.2 Upon check-in, a pre-authorisation will be taken for the total cost of accommodation plus \$100 per room, per night of your stay.
- 3.2 Merinda policy requires guests with no pre-arranged credit facility on check-in to provide pre-authorisation on their credit card calculated at \$100 per day up to the departure date. Alternatively you may provide cash deposit.

4. ACCEPTANCE

- 4.1 The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions when the Customer places the booking registration.
- 4.2 These terms and conditions may only be amended with the consent of both parties in writing, and shall prevail to the extent of any inconsistency with any other document or agreement between the Customer and Merinda.

5. PAYMENTS

- 5.1 A valid credit card **MUST** be presented on check-in to the hotel. Payments may be made by credit card (as indicated for online bookings or as indicated as being accepted at the hotel) or by cash or EFTPOS at the hotel.
- 5.2 Please note that if you are settling your account with any credit card a credit card transaction fee will apply. You may choose to change the method of payment on check-out to cash or EFTPOS as these methods of payment do not attract this fee. The following surcharges are applicable where payment is made via credit card, where these cards are accepted.
 - 1.50% VISA or MASTERCARD
 - 3.00% AMERICAN EXPRESS, DINERS CARD
- 5.3 You agree to pay interim accounts when presented even though you may not have departed from our hotel.
- 5.6 You agree that any charges for services to you, not billed at the time of your departure, may be added to your account for settlement as arranged or may be charged to the same credit card used to pay the account at the time of departure or to the credit card used to guarantee payment of your account or may be deducted from cash deposit.

6. RATES AND CHARGES

- 6.1 You agree that you will pay to us the room rate for each day of your stay and any additional charges up until the time you advise us that you have departed from our hotel.
- 6.2 All prices are quoted in Australian dollars per room per night and are inclusive of relevant local GST.
- 6.3 Prices are subject to availability and can change without notification due to fluctuations in charges and currency.
- 6.4 Blackout/special event periods may apply.
- 6.5 Each rate or hotel package available via Merinda Village Hotel website is subject to individual terms and conditions stipulated.

7. RESERVATION, AMENDMENT AND CANCELLATION

- 7.1 All reservations are subject to availability.
- 7.2 Reservations made on Merinda Village Hotel website are considered conditional until a confirmation number is given to you to substantiate the reservations by email or fax.
- 7.3 Merinda may, from time to time, communicate with you, to re-confirm the reservations and to prevent any simulated bookings.

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- 7.4 Merinda is not responsible for communication failures, errors, difficulties, or other malfunctions or lost, stolen, or misdirected transactions, transmissions, messages, or entries on or in connection with the websites.
- 7.5 Merinda is not responsible for any incorrect information associated with any transaction or transmission on or to the websites regardless of whether such incident is the result of user error, system error, or human error.
- 7.6 Merinda reserves the right to impose a cancellation fee. For any booking that requires payment on check-in to the hotel, booking must be cancelled by the time indicated on the reservations confirmation before arrival to avoid cancellation fee.
- 7.7 Cancellations after this time or no-show are subject to a cancellation fee which will be charged to the credit card used to guarantee payment of your account. The cancellation fee is equal to the accommodation fee payable for 1 night of stay. A no-show is when you do not check-in on the night of your booking reservation.
- 7.8 Should you wish to amend any reservations, modifications may be made on Merinda Village Hotel website at the earliest convenience.
- 7.9 Merinda will not be liable should it fail to provide its products and services due to unavailability.
- 7.10 In the event that Merinda, for reasons beyond its control, need to reject or change a confirmed reservations it will use all reasonable attempt to facilitate the circumstances however if no alternative is provided to you, Merinda will return any deposit made and considered it cancelled. This is the limit of the hotel's liability.
- 7.11 Merinda does not guarantee acknowledgement of reservations or transactions made on Merinda Village Hotel website arising from unforeseen circumstances, omissions or errors that may sometimes occur.

8. CHECK-IN

- 8.1 Standard check-in time is indicated on reservation confirmation.
- 8.2 You agree that we may apply a charge if your required check-in time requires us to keep the room empty on the previous day.
- 8.3 You must advise us of any change in the number of persons using the room and agree to pay any additional charges for additional persons not included in the number stated at the time of registration.

9. CHECK-OUT

- 9.1 Standard check-out time is indicated on the confirmation of the reservation for the date shown for your departure unless we agree to another time.
- 9.2 Departure after that time may incur additional room charge.
- 9.3 You are and remain personally liable to pay the total amount due on departure unless prior settlement arrangements have been accepted by us.
- 9.4 If the settlement arrangements have not been met within 30 days of departure you agree to pay the total amount due on the receipt of our invoice.
- 9.5 You must return the key and/or security card for the room at the time of your departure and agree to pay a charge for replacement of keys you lose or fail to return same.

10. MINORS

- 10.1 Persons under the age of 18 must be accompanied by a responsible adult.
- 10.2 Children under the age of 12 years using existing bedding can stay at no additional charge in the room with guardians / parents.

11. FACILITIES AND SERVICES

- 11.1 Whilst care is taken to ensure that the description of our facilities and services is accurate, these are continually being changed, upgraded, and on occasion taken out of service.
- 11.2 If any feature or facility is essential to you in choosing a particular property, it is your responsibility to confirm with the property prior to making your reservation that the feature or facility will be available during your stay or use of the services.
- 11.3 To the extent permitted by law, Merinda Village Hotel are not liable for omissions, errors or changes to the facilities and services at a property, whether temporary or permanent.
- 11.4 Accommodation facilities listed may not apply to all room types.

12. THIRD PARTY PRODUCTS AND SERVICES

- 12.1 Merinda Village Hotel sometimes includes third party products or services in special packages and Merinda Village Hotel is not liable under any circumstances for any failure by third party providers to provide products or services, nor for any error, alteration or change of any kind made by those third party providers following acceptance of a booking by them.
- 12.2 All third party coupons, vouchers, receipts and tickets are issued subject to the terms and conditions specified by those third parties.
- 12.3 Merinda Village Hotel does not warrant the accuracy of any information, statements or representations made by third parties and is not liable for any act or omission, default or negligence of any third party provider.

13. RELEASES AND INDEMNITY

- 13.1 Any monies or other valuables, goods or vehicles that belong to you, brought in or on to the room, grounds or car park remain your responsibility and we are not responsible for their safekeeping.
- 13.2 To the extent permitted by law, you agree to release and hold harmless Merinda Village Hotel and its current and former officers, employees and agents against and from all expenses, costs, liabilities, claims, actions, proceedings, damages, judgments and losses of any kind whatsoever (including consequential and economic losses, property loss/damage and damage for injury, including personal injury and death) arising out of, caused by, attributable to or resulting from your reservation or your stay at the relevant Merinda Village Hotel for any reason whatsoever.
- 13.3 You agree to indemnify Merinda Village Hotel and its current and former officers, employees and agents for all expenses, costs, liabilities, claims, actions, proceedings, damages, judgments and losses of any kind whatsoever (including consequential and economic losses, property loss/damage and damage for injury, including personal injury and death) incurred or suffered by Merinda Village Hotel or its current or former officers, employees or agents arising out of, caused by, attributable to or resulting from your reservation or your stay at the relevant Merinda Village Hotel except to the extent caused or contributed to by Merinda Village Hotel or is current or former officer's, employee's or agent's negligence.
- 13.4 You agree that regardless of your length of stay there is no tenancy or other proprietary rights created under any laws.
- 13.5 We grant you a licence to stay in and/or use the facilities in our hotel and we reserve the right to terminate the licence at any time.

14. USE OF INFORMATION

You agree we may use your email address to send you information.

15. PRIVACY Act 1988 – Australian Privacy Principals (APPS) 12 March 2014

- 15.1 The Customer agrees for Merinda to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) about the Customer in relation to credit provided by Merinda.
- 15.2 The Customer agrees that Merinda may exchange information about the Customer with those credit providers and with related body corporates for the following purposes:
 - (a) to assess an application by the Customer; and/or
 - (b) to notify other credit providers of a default by the Customer; and/or
 - (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or
 - (d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two (2) years.
- 15.3 The Customer consents to Merinda being given a consumer credit report to collect overdue payment on commercial credit.
- 15.4 The Customer agrees that personal credit information provided may be used and retained by Merinda for the following purposes (and for other agreed purposes or required by):
 - (a) the provision of Accommodation; and/or
 - (b) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of Accommodation; and/or
 - (c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or
 - (d) enabling the collection of amounts outstanding in relation to the Accommodation.
- 15.5 Merinda may give information about the Customer to a CRB for the following purposes:
 - (a) to obtain a consumer credit report;
 - (b) allow the CRB to create or maintain a credit information file about the Customer including credit history.
- 15.6 The information given to the CRB may include:
 - (a) personal information as outlined in 15.1 above;
 - (b) name of the credit provider and that Merinda is a current credit provider to the Customer;
 - (c) whether the credit provider is a licensee;
 - (d) type of consumer credit;
 - (e) details concerning the Customer's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);
 - (f) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Customer no longer has any overdue accounts and Merinda has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);
 - (g) information that, in the opinion of Merinda, the Customer has committed a serious credit infringement;
 - (h) advice that the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
- 15.7 The Customer shall have the right to request (by e-mail) from Merinda:

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- (a) a copy of the information about the Customer retained by Merinda and the right to request that Merinda correct any incorrect information; and
 - (b) that Merinda does not disclose any personal information about the Customer for the purpose of direct marketing.
- 15.8 Merinda will destroy personal information upon the Customer's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this agreement or is required to be maintained and/or stored in accordance with the law.
- 15.9 The Customer can make a privacy complaint by contacting Merinda via e-mail. Merinda will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Customer is not satisfied with the resolution provided, the Customer can make a complaint to the Information Commissioner at www.oaic.gov.au.

16. PERSONAL PROPERTY SECURITIES Act 2009 ("PPSA")

- 16.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
- 16.2 Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Personal Property and/or collateral (account)
- being a monetary obligation of the Customer to pay all monies owing to Merinda for accommodation, food, other services;
 - that have previously been supplied and that will be supplied in the future by Merinda to the Customer.
- 16.3 The Customer undertakes to:
- (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up- to-date in all respects) which Merinda may reasonably require to:
 - (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (ii) register any other document required to be registered by the PPSA; or
 - (iii) correct a defect in a statement referred to in clause A.3(a)(i) or A.3(a)(ii);
 - (b) indemnify, and upon demand reimburse, Merinda for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Property charged thereby;
 - (c) not register a financing change statement in respect of a security interest without the prior written consent of Merinda;
 - (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Property and/or collateral (account) in favour of a third party without the prior written consent of Merinda;
 - (e) immediately advise Merinda of any material change in its business practices of selling the Property which would result in a change in the nature of proceeds derived from such sales.
- 16.4 Merinda and the Customer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
- 16.5 The Customer hereby waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 16.6 The Customer waives its rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 16.7 Unless otherwise agreed to in writing by Merinda, the Customer waives its right to receive a verification statement in accordance with section 157 of the PPSA.
- 16.8 The Customer shall unconditionally ratify any actions taken by Merinda under clauses 16.3 to 16.5.
- 16.9 Subject to any express provisions to the contrary (including those contained in this clause A) nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

17. DEFAULT and CONSEQUENCES of DEFAULT

- 17.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of five percent (5%) per calendar month (and at Merinda's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 17.2 If the Customer owes Merinda any money the Customer shall indemnify Merinda from and against all costs and disbursements incurred by Merinda in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Merinda's contract default fee, and bank dishonour fees).
- 17.3 Further to any other rights or remedies Merinda may have under this contract, if a Customer has made payment to Merinda, and the transaction is subsequently reversed, the Customer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by Merinda under this clause 17 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this agreement.
- 17.4 Without prejudice to Merinda's other remedies at law Merinda shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to Merinda shall, whether or not due for payment, become immediately payable if:

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- (a) any money payable to Merinda becomes overdue, or in Merinda's opinion the Customer will be unable to make a payment when it falls due;
- (b) the Customer has exceeded any applicable credit limit provided by Merinda;
- (c) the Customer becomes insolvent or bankrupt, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- (d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

18. GENERAL

- 18.1 These terms and conditions are governed by and will be construed in accordance with the laws of the State of Queensland, Australia.
- 18.2 Nothing in these terms and conditions affect any rights you may have and which by law cannot be excluded, including under the Competition and Consumer Act 2010 (Cth) and under State and Territory consumer protection legislation.

19. PRIVACY

- 19.1 We adhere to the Australian Privacy Principles relating to the collection, use and disclosure of personal information.
- 19.2 A copy of the Merinda Village Hotel Privacy Policy is available at Privacy Policy on our website.
- 19.3 Your acceptance of Merinda Village Hotel offer of accommodation and/or to use its facilities is on the terms and conditions outlined above.

