

## CORPORATE KEYS RESIDENCES TERMS AND CONDITIONS (v. 05-2020)

**These Corporate Keys Residence Terms and Conditions form part of the Licence to Occupy any of our Corporate Keys International Residence Premises.**

### **Weekly Rental Rate**

The weekly rental rate covers the cost of the property including furnishings, a cleaning service and utilities. There may be additional charges for any extra services requested by the Guest or Client Company. Discounted rates only apply for stays of 3 months or more when committed to on the Licence to Occupy (LTO).

### **Default of Payment**

A Default of Payment occurs if the Guest or client company does not comply with any payment obligation under the Licence to Occupy and these Terms and Conditions. Default of payment will occur three (3) calendar days following the invoice due date unless written authorisation of late payment has been given by Corporate Keys. If a default occurs, Corporate Keys may end this Licence to Occupy by giving 24 hours written notice to the Guest. Written notice will be given by email and by hand delivered letter to the property.

Upon Default of Payment, access will be denied and the costs thereof charged to the Guest or client company. If this Licence to Occupy terminates, the Guest and the client company indemnifies Corporate Keys against any liability or loss arising and any cost incurred in connection with the Guest/client company breach of the Licence to Occupy and these Terms and Conditions thereto.

Upon expiration of the 24 hour period from service of the written notice as detailed above, and payment has still not been received, the Licence to Occupy shall be taken to terminate automatically. Upon termination of your Licence to Occupy access will be denied to your apartment and your belongings will be packed up by the Residence and placed in storage. Any goods removed will be stored by the Residence as per their own policy. The guest may recover these goods at the guest's cost, after which time the Residence reserves the right to dispose of the goods in any manner it sees fit and shall not be liable to the Guest for any loss suffered to the Guest as a result.

### **Collection Costs**

In the event of the Guest or client company being in default of his obligation to pay and the overdue account is then referred to a debt collection agency, and/or law firm for collection the Guest or client company shall be liable for the recovery costs incurred and if the agency charges commission on a contingency basis the Guest or client company shall be liable to pay as a liquidated debt, the commission payable by the Supplier to the agency, fixed at the rate charged by the agency from time to time as if the agency has achieved one hundred percent recovery and the following formula shall apply.

$$\text{Commission} = \left\{ \frac{\text{Original Debt}}{100 - \text{Commission \% charged by the agency (including GST)}} \right\} \times 100$$

In the event where the agency is CollectMore the applicable commission rate for the amount unpaid is as detailed on <https://www.collectmore.com.au/debt-collection/>.

In the event where the Supplier or the Supplier's agency refers the overdue account to a lawyer the Guest or client company shall also pay as a liquidated debt the charges reasonably made or claimed by the lawyer on the indemnity basis"

**Restriction of Access due to Default of Payment**

Should payment not be received by the due date we hold the right to request that the Residence restrict access to the Guest's apartment until payment has been made. The Guest will be required to contact our accounts or guest services team on [ckiaccounts@corporatekeys.com.au](mailto:ckiaccounts@corporatekeys.com.au) with proof of payment during business hours. Upon notification of access having been restricted if payment has not been received by 5pm AEST the Guest or Client Company will need to arrange accommodation for the night directly with the Residence.

If payment is made outside of business hours Monday to Friday, the Guest or Client Company will need to arrange accommodation until Monday. Should payment be received, once Corporate Keys have confirmed payment has been received, the Residence may choose to refund the accommodation paid directly to the Residence. Please note Guest or Client Company will need to arrange accommodation during the Residences reception hours for access otherwise the Guest or Client Company will need to seek alternative accommodation. These costs will not be refunded by Corporate Keys and/or the Residence.

Our Accounts Receivable Hours are 9am to 5pm Monday to Friday Australian Eastern Standard Time excluding public holidays. Please note our after hours Emergency phone line will not be able to help with removing the restriction of access to the property.

**Legal Capacity**

The Guest or client company signatory acknowledges that they are at least 18 years of age and have full capacity to enter into this Licence to Occupy. The primary Guest residing in a Corporate Keys apartment must be over 18 years of age and the person signing this Licence to Occupy hereby acknowledges that this condition shall be satisfied at all times, otherwise this contract shall be immediately terminated by Corporate Keys under the Default and Termination Clause detailed below.

Corporate Keys grants the Guest occupancy rights under the Licence to Occupy (and issues tax invoices for rent and other applicable amounts) for and on behalf of the Residence. Corporate Keys receives and holds moneys under the Licence to Occupy as a principal subject to the applicable terms and conditions and does not hold moneys as trustee or agent for the Guest or the Residence.

**Cancellation**

In the event of a booking being cancelled prior to arrival a cancellation fee will apply, this is stated in your Licence to Occupy. These cancellation charges apply on Corporate Keys accepting the booking request. Corporate Keys, in its sole discretion, may cancel a confirmed booking and refund the guest/client company. Corporate Keys will always endeavour to provide alternative accommodation options. Corporate Keys will not have any liability for such cancellations or refunds.

**Failure to Check In**

In the event of failure to check in the property will be held for a maximum of 48 hours from the check in time stated on the Licence to Occupy. Failure to check in will incur a \$750 (incl. GST) fee.

**Guest Arrival**

On arrival Corporate Key Residences will require photo identification and a credit card pre-authorisation for any additional services. In addition to any prior confirmation or acceptance, the Guest shall be taken by entering into occupancy to have accepted the terms of the Licence to Occupy and these Terms and Conditions.

Corporate Keys does not obtain any security for unpaid services, rent or damages. At guest check in, the Residence will obtain the guest's signature and sight the guest's photo identification to confirm that their identity matches the name specified in the booking. You agree for the Residence to retain a copy of the guest's signature and photo of identification on file for a maximum period of six months from the date of departure and agree for the Residence to provide these records to Corporate Keys if requested.

### **Residence Rules and Regulations**

The Guest agrees to abide by the rules of the Residence at all times. Failure to abide by these rules may result in termination of the Licence to Occupy. A copy of the Residence rules and regulations can be obtained on arrival. The Guest must familiarise themselves with these Rules to ensure compliance at all times.

### **Extended Stay Discount**

All bookings with Corporate Keys Residence are secured on a specific rate for length-of-stay basis. Should the Guest receive an extended stay discount but not stay the minimum duration specified on the Licence to Occupy, then the non-discounted rate will apply, backdated to the date of arrival.

### **Notice to Vacate**

Guests must provide either a confirmed date of departure (Fixed Term LTO) or a tentative date of departure (Continuity of Stay). Written to vacate must be provided for any change to date of departure in line with the notice to vacate on the Licence to Occupy.

If the guest is on a Fixed Term LTO any extensions are subject to availability and are at the Residence's discretion. Extensions of stay may incur a different weekly rental rate from that stated in the LTO.

If the guest is on a Continuity of Stay LTO written notice to vacate must be provided for any change to vacate date in line with the terms on the Licence to Occupy.

Should the Guest depart the property without providing the required notice the Guest shall continue paying the weekly rental until the required notice period has been served. The property shall be vacated strictly by 10.00am on the day of departure.

### **Guest Numbers per Property**

The Residence allows a maximum occupancy of 2 people in a 1 bedroom property and 4 people in a 2 bedroom property. Variations from this must be agreed with Corporate Keys in writing prior to the commencement date. All Guests who are residing in the property must be detailed on the Licence to Occupy. Any changes to the occupants of the property must be advised to Corporate Keys in writing, and Corporate Keys reserves its right to not approve any new occupants in its absolute discretion.

### **Personal Belongings**

The Guest acknowledges that neither Corporate Keys nor the Residence is responsible for insuring the Guest's personal belongings. The Guest's personal belongings are at the risk and responsibility of the Guest. The Guest undertakes to make their own arrangements for the prevention of damage or destruction to the Guest's belongings. The Guest acknowledges that it is not entitled to make any claim for damages, compensation or loss of whatsoever nature against Corporate Keys or the Residence for any loss or damage to the Guest's belongings. The Guest undertakes to take reasonable precautions to secure the property and their contents from theft, keep all windows and doors locked when the property is not occupied and comply with directions by Corporate Keys or the Residence for the use and return of keys.

### **Cleaning**

A cleaning service is included in the weekly rental rate. This service will ordinarily take place Monday to Friday. In the event of a public holiday falling on your scheduled day of service it will then be undertaken on the following business day. The clean includes a linen and towel refresh and general clean. The cleaning staff is not responsible for dishes, pots, pans, oven and microwave. Amenities are available on arrival but will not be refreshed as part of the cleaning service.

### **Condition of the Premises**

The Residence will make sure that the premises are maintained in good repair. The Guest is required to make sure that care is taken to avoid damaging the property, car parking, storage area and any common areas and keep the property in a clean condition during the period of occupancy. Corporate Keys and the Residence reserve the right to conduct inspections of all properties at any time without notice to ensure compliance with this requirement. The Guest shall not use or allow the property to be used for any illegal purpose nor allow any animals or pets on the property unless otherwise stated.

Furnishings and fixtures that are removed, become damaged, stained or suffused with cooking smells or other odours will result in the Guest incurring additional costs to cover the cost of repair, replacement or specialist cleaning of such items.

### **Apartment Maintenance**

The Guest shall notify the Residence directly for all repair or maintenance issues. The Guest shall allow access to the property for the purpose of repairs and/or maintenance. For emergency maintenance the Residence retains the right to enter the property immediately and to advise the Guest after the fact that the property was entered.

### **Property Maintenance and Repair/ Replacement Works**

In the event that necessary building property maintenance work is required to be undertaken by a third party, the Guest acknowledges that nonessential and essential services such as electricity and water may not be operative for the duration of the maintenance work period. The Guest acknowledges and agrees that they will not make any claim for damages, compensation or loss of whatsoever nature (which shall cover any loss associated with temporary interruption to equipment or services as specified below) against Corporate Keys or the Residence for any loss or damage which may have been caused directly and indirectly.

In the event that any equipment or services, including but not limited to washing and drying facilities, air-conditioning, heating, telephone, internet, cable TV and car parking are temporarily disrupted for whatever reason Corporate Keys and the Residence shall endeavour to ensure that such property related services are resumed as soon as possible.

### **Default and Termination for Breach of Terms and Conditions**

Breach of any of these Terms and Conditions may result in immediate termination of the Licence to Occupy and immediate eviction. Written notice will be given by email and by letter addressed to the Guest and placed on the outside of the door to the apartment. Locks will be changed or deactivated. If this Licence to Occupy is ended due to breach of terms and conditions the Guest and the client company indemnifies Corporate Keys and the Residence against any liability or loss arising and any cost incurred in connection with the Guest's breach of the Licence. The guest is responsible for all costs incurred including but not limited to rental to the notice to vacate period, changing of locks, damage to the property and additional cleaning, legal or other costs incurred as a result of the breach.

### **Jurisdiction**

The parties agree that the applicable law of this agreement is that of the state of Victoria in Australia. Corporate Keys and the Residence may elect to commence any applicable proceedings against the Guest in Victoria or the jurisdiction in which the Residence is located, and the Guest submits to the non-exclusive jurisdiction of the courts in that place and of all courts which may hear appeals therefrom.