



CORPORATE APARTMENT TERMS AND CONDITIONS (v. 03-2022)

These Corporate Apartment Terms and Conditions form part of the Licence to Occupy. By completing a booking request and subsequently having Corporate Keys confirm acceptance of your booking you have confirmed acceptance of the terms and conditions as follows:

Weekly Rental Rate

The weekly rental rate covers the cost of the property including furnishings and fair use of utilities. Other inclusions are itemised in the Licence to Occupy. There may be additional charges for any extra services requested by the Guest or Client Company.

Use of Apartment

Corporate Keys guests are granted the Licence to Occupy the property as a residential premises only. Corporate Keys properties are not, under any circumstances, to be used for any business or commercial enterprise.

Security Deposit

A security deposit of one (1) week's rental or A\$750, whichever is the greater, is payable. The purpose of this deposit is to cover due and unpaid rent, cancellation fees, damages or breakages which Corporate Keys agrees may be charged back to it. The security deposit is paid to Corporate Keys on condition that Corporate Keys will repay it if and when due. The deposit, less due and unpaid rent, cancellation fees and any chargeback fees will be refunded within 10 working days after the confirmed vacate date following settlement of all accounts owing. In the event of a shortfall the Guest agrees to pay such shortfall to Corporate Keys immediately on demand. Security deposit repayments will only be made by funds transfer, credit card or refund cheque.

Payment Terms

Initial Invoice Payment Terms

The property will be held for 72 hours pending the return of the approved/authorised Licence to Occupy (LTO) and full payment of the initial invoice. Extensions to the 72 hour rule will be made at the sole discretion of Corporate Keys and will be confirmed in writing. Keys to access the property will not be provided to the Guest until the initial invoice has been paid in full.

Ongoing Invoice Payment Terms

All ongoing charges are consolidated into one itemized invoice that will include rent for the coming rental period plus any additional services charges. Corporate Keys will issue an invoice prior to the end of each current rental period. Invoices are payable on or before the due date and are payable in advance of the rental period detailed on the invoice. Payment can be made by EFT and approved major credit cards (MasterCard, VISA, American Express). Payments made by credit card will be automatically charged to the authorized credit card. A tax invoice will be issued. This deduction will occur 48 hours prior to the commencement date of the next invoiced rental period. Your credit card must be valid and have sufficient funds for this transaction. Any failed transaction not rectified within 48 hours will invoke the Default of Payment clause in the Corporate Keys Terms and Conditions. Payments made by credit card will incur a merchant recovery fee on the gross invoice amount.

It is the policy of Corporate Keys that all cash payments are made only at the premises of Corporate Keys during standard office hours. Corporate Keys staff are prevented by Occupational Health & Safety Standards from meeting clients to accept cash payments. No exceptions will be made.

Payment of an invoice by the Guest or client company representative to Corporate Keys satisfies the Guest's and client company obligations to Corporate Keys.

Default of Payment

A Default of Payment occurs if the Guest or client company does not comply with any payment obligation under the LTO 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 LTO 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 expiration of the 24 hour period from service of the written notice as detailed above, locks will be changed and the costs thereof charged to the Guest or client company. Access can only be reactivated during business hours. Upon termination of your LTO access will be denied to your apartment and any goods left in the apartment will be removed and stored by Corporate Keys for a period of three months. Packing, transportation and storage

costs will be payable by the guest on collection of their belongings. The Guest may recover these goods at the Guest's cost, after which time Corporate Keys 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.

Overdue accounts will be subject to interest at the rate of 10% p.a., calculated for the period the account is due until the date it is paid.

Should Corporate Keys be required to issue more than two Default of Payment notices during the Guest's stay, Corporate Keys has the right to give the Guest seven days' notice to vacate the property, regardless of whether any invoiced amount is currently outstanding. The Guest and the client company hereby indemnify Corporate Keys against any liability and any cost incurred in connection with the Guest/client company breaching the LTO and these Terms and Conditions.

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"

Interest

Overdue accounts will be subject to interest at the rate of 10% p.a., calculated for the period the account is due until the date it is paid.

Legal Capacity

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

Cancellation

In the event of a booking being cancelled by the guest/client company more than 14 days prior to the commencement date, a cancellation fee of \$500 will be charged. In the event of a booking being cancelled by the guest/client company less than 14 days prior to the commencement date, a cancellation fee equivalent to one week's rental will be charged. These cancellation charges apply on Corporate Keys accepting the booking request. Merchant recovery fees charged during the booking process are not refundable.

Corporate Keys reserves the right to cancel a booking if the initial invoice is not paid in line with the Payment Terms above and the LTO is not approved/authorised. The cancellation fee will apply. 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.

Guest Arrival

Corporate Keys meets each guest at check in, in order to verify guest details and identification. Each apartment is entitled to one complimentary check in appointment. Corporate Keys will monitor flight arrival times and will endeavour to move the appointment to incorporate unexpected delays. In the event that the Guest fails to arrive at the scheduled time or give a minimum of one hour's notice of a change in arrival details, it is the Guest's responsibility to request a new check in appointment. The cost of the new appointment will be charged to the Guest.

At guest check in, Corporate Keys 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 Corporate Keys 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.

Extended Stay Discount

All bookings with Corporate Keys 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 LTO, then the non-discounted rate will apply, backdated to the date of commencement.

Notice to Vacate

A minimum notice period to vacate specified in your LTO is required in writing. 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. Failure to vacate by 10.00am may incur additional charges.

Once the vacate date has been confirmed, the Guest shall allow Corporate Keys' representative access to the property with a minimum of 24 hours notice, to show the property to a potential future guest, for such reasonable time as required.

Guest Numbers per Property

Corporate Keys allow a maximum occupancy of one person per sleeping position in each property (e.g. single bed - 1 person; queen, king or double bed - 2 persons). Variations from this must be agreed with Corporate Keys in writing prior to tenancy. All Guests who are residing in the property must be detailed on the LTO. 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.

Utilities

Fair use of utilities and usage charges are included in your weekly rental rate. Utility usage is capped at \$5.00 per day for a one bedroom property, \$6.00 per day for a two bedroom property and \$7.00 per day for a three bedroom or townhouse property. Should utilities usage charges be in excess of this, an additional charge will be levied, and a copy of the account will be provided.

Keys

Unless otherwise agreed, Corporate Keys will provide 1 key per adult guest not to exceed 2 keys per property. If at any time keys are lost, Corporate Keys must be notified immediately to cancel security access and to organise a replacement. For security purposes, lost keys will require that the property locks be changed, and the Guest shall be liable for the cost of the locksmith and replacement cost of the keys and swipes. After hours lock outs will incur a minimum fee of \$150.

Car Parking

Car parking is subject to availability and is not available at all properties. Car parking is charged on a per night basis at the rate specified in your LTO. Car Parking can be booked for a minimum of 7 nights.

Personal Belongings

The Guest acknowledges that Corporate Keys is not 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 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 Corporate Keys directions for the use and return of keys.

The Guest acknowledges that they will remove any personal belongings at the completion of their stay. Any items left behind will be stored for a maximum of seven (7) days and then disposed of. As Corporate Keys has no onsite



storage the Guest will be responsible for any expenses incurred by Corporate Keys for the removal, storage and disposal of personal belongings left in Corporate Keys properties.

Non Smoking

The Guests acknowledge that Corporate Keys properties are all classed as non-smoking. Accordingly, should the Guest or the Guest's visitors smoke in the property or on a balcony with a window or door open, the Guests will be liable and bear all costs associated with removing odour from the property and fixtures, not limited to steam cleaning carpets, furniture and window coverings. A minimum charge of \$350 applies.

Smoke Alarms

Smoke alarms in the property must be functioning. If the smoke alarm is beeping, even occasionally, you are required to contact Corporate Keys immediately as this is indicative of a fault. It is illegal to remove or disable a smoke alarm.

Where the stove is fitted with a range hood it must be used by the Guest when any cooking is carried out. Smoke alarms that are activated by the Guest that incur costs for attendance of the Fire Brigade are payable by the Guest.

Fire sprinklers have been installed in most apartments. Under no circumstances is the Guest to hang any item from the sprinkler or obstruct them in any way.

Exit Clean

An exit cleaning fee will be charged upon departure. Corporate Keys reserves the right to charge the Guest for any additional time and services required. Failure to vacate by 10.00am may incur additional charges.

Cleaning

Corporate Keys can provide a house cleaning and linen change service upon request. A minimum of 48 hours notice is required to book a cleaning service.

Should the Guest not require a house cleaning or linen service, the Guest must ensure that the linen is cared for and that white towels and sheets are washed separately from coloured materials. Any linen that is unable to be returned to reasonable condition at the end of the LTO will be replaced at the Guest's cost.

Due to external cleaning contractor requirements, should the Guest cancel or postpone a cleaning service after 12 noon on the day before the scheduled day of the cleaning service, the full cleaning service charge will apply.

Condition of the Premises

Corporate Keys will take all reasonable steps to 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. The Guest shall indemnify Corporate Keys for any loss or damage caused by failure to ensure that care is taken to avoid damaging the premises by the Guest or anyone on the premises with the consent of the Guest. The Guest agrees to pay Corporate Keys any excess amounts or additional premium charges that are subsequently charged by the Insurance Company as a result of damage caused by the Guest or anyone on the premises with the consent of the Guest. Corporate Keys reserves 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.

Furnishings 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.

No Pets Policy

Except for service animals or approved support animals for persons with disabilities, no pets are allowed (even temporarily) anywhere in or about the Premises without prior written authorisation from Corporate Keys. If an animal has been in the Premises at any time during the Guest's stay, the Guest shall be charged for all costs pertaining to damage to the Premises, de-fleaing, deodorising, and/or carpet shampooing to protect future residents from possible health hazards. If the Guest or any Occupant is found to be in possession of any prohibited animal(s), the Guest may be charged a fee of no less than \$200 per incident, in addition to the foregoing charges for damages and cleaning. Corporate Keys will treat such violations as a breach of this Licence to Occupy resulting in an immediate eviction and termination of this License. The Guest will also be required to remove the animal(s) from the Premises immediately.

Owners' Corporation (Body Corporate) Rules

As Corporate Keys apartments are located in residential buildings with common property, Corporate Keys and all Guests are bound by the Body Corporate/Owners Corporation rules. The Guest agrees to abide by the rules of the Body Corporate/Owners Corporation at all times where a Body Corporate/Owners Corporation exists. Failure to abide by these rules may result in termination of the LTO. A copy of the Body Corporate/Owners Corporation rules is located in your property for reference. You must familiarise yourself with these Rules to ensure compliance at all times. If you are unable to locate these in your property please contact Corporate Keys to request a copy of these Rules.

Accommodation Rights

Should Corporate Keys no longer have rights to the property, Corporate Keys shall be entitled to give notice to any affected Guest, with a minimum of 21 days written notice to vacate the property, and move the Guest to another apartment of similar nature, subject to availability.

Notice to Inspect the Property

The Guest shall allow Corporate Keys' Consultants access to the property during 8.00am and 6.00pm 7 days per week with a minimum of 24 hours written notice, to undertake a scheduled property inspection or show the property to a potential future tenant or buyer, for such reasonable time as required.

Apartment Maintenance

The Guest shall allow Corporate Keys' Consultants access to the property during 8.00am and 6.00pm, 7 days per week, for the purpose of repairs and/or maintenance. For emergency maintenance Corporate Keys retains the right to enter the property immediately and to advise the Guest after the fact that the property was entered. Corporate Keys will make all reasonable attempts to notify the Guest prior to access.

Property Maintenance and Repair/ Replacement Works

(a) 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 and which shall cover any loss associated with paragraph (b) below against Corporate Keys for any loss or damage which may have been caused directly and indirectly.

(b) 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, the terms of clause (a) above apply in all respects in relation to the liability of Corporate Keys. Corporate Keys 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 LTO and immediate eviction. Written notice will be given by email and by letter addressed to the Guest and/or booking contact and a letter will be placed under the front door of the property. Locks will be changed. If this LTO is ended due to breach of these terms and conditions the Guest and the client company hereby indemnify Corporate Keys against any liability or loss arising and any cost incurred in connection with the Guest's breach of the LTO. The Guest is responsible for all costs incurred including but not limited to rental to the required notice period, changing of locks, damage to the property and additional cleaning, legal or other costs incurred as 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 may elect to commence any applicable proceedings against the Guest in Victoria or in the jurisdiction in which the property 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.