

CORPORATE APARTMENT TERMS AND CONDITIONS (v.01-11-2024)

These Corporate Apartment Terms and Conditions and the Licence to Occupy (LTO) form part of the Agreement. Any terms not specifically defined in these Terms and Conditions shall have the meaning ascribed to them in the LTO. 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 LTO. There may be additional charges for any extra services requested by the Guest.

Use of Apartment

The Guest is granted a license to occupy the Premises for residential purposes only. The Premises is not, under any circumstances, to be used for (and the Guest shall not allow any third party to conduct at the Premises) any business or commercial activity.

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, and costs of damages or breakages which Corporate Keys agrees may be charged back to it. The security deposit is paid to Corporate Keys on the condition that Corporate Keys will refund it if and when due. The deposit, less due and unpaid rent, cancellation fees and any chargeback fees will be refunded to the Guest within 10 working days after the confirmed date of departure, 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 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 Premises will not be provided to the Guest until the initial invoice has been paid in full.

Ongoing Invoice Payment Terms

Prior to the end of each rental period, Corporate Keys will issue an ongoing invoice itemising rent plus any additional service charges for the following rental period. Other than payment by credit card (see paragraph below), invoices are payable on or before the due date detailed on the invoice; or in the case where the invoice does not detail a due date, the due date of such invoice shall be two (2) calendar days prior to the commencement of the following rental period.

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 credit card authorized by you 48 hours prior to the commencement date of the following rental period. An ongoing tax invoice will be issued. Your credit card must be valid and have sufficient funds for each transaction. Any failed transaction not rectified within 48 hours will invoke the Default of Payment clause below. 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 office of Corporate Keys during standard office hours. Corporate Keys staff are prevented by Occupational Health & Safety Standards from meeting any client or customer to accept cash payments. No exceptions will be made.

Default of Payment

A default of payment occurs if the Guest 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 a prior written authorisation of late payment has been given by Corporate Keys. A default of payment shall constitute a breach of the Agreement, and Corporate Keys reserves the right to terminate the Agreement.

Following the occurrence of any default of payment, Corporate Keys may, at its sole discretion, terminate the Agreement by giving a written notice of termination to the Guest, effective in 24 hours from service of notice. The written notice will be served upon the Guest by email and by hand delivered letter to the Premises. Unless the

Guest pays all outstanding balances in full and/or cures the breach, or otherwise agreed by Corporate Keys, the Guest must vacate the Premises within 24 hours.

Upon expiration of the 24-hour period, if the Guest fails to vacate the Premises, locks will be changed and the costs thereof will be charged to the Guest. Corporate Keys reserves the right to remove any personal property of the Guest left in the Premises and store it at another location for a maximum period of three (3) months. The Guest will be responsible for any packing, transportation and storage costs incurred to Corporate Keys for the removal and storage of personal properties.

During the 3-month storage period, the Guest may collect these personal properties provided that the Guest pays all related costs incurred to Corporate Keys. Upon the expiration of the 3-month storage period, Corporate Keys reserves the right to dispose of the personal properties in any manner that it sees fit and shall not be liable to the Guest for any loss suffered by the Guest as a result.

Overdue accounts will incur interest at a rate of 10% p.a., calculated from the applicable due date until the date the account is paid in full.

The Guest hereby agrees to indemnify, defend and hold harmless Corporate Keys, its officers, directors, employees and agents, from and against any and all claims, liabilities, damages, losses, expenses and costs (including reasonable legal fees) arising out of or in connection with any breach by the Guest of the LTO and these Terms and Conditions, including but not limited to any act, omission or negligence on the part of the Guest.

Collection Costs

In the event of the Guest being in default of his/her/its obligation to pay in accordance with the Agreement, Corporate Keys will, at its sole discretion, refer the overdue account to a debt collection agency and/or law firm for debt collection purposes. The Guest shall be liable for the debt recovery costs incurred. If Corporate Keys refers the overdue account to a debt collection agency that charges commission on a contingency basis, the Guest shall be liable to pay as a liquidated debt the commission payable by Corporate Keys to such agency, fixed at the rate charged by such agency from time to time as if such agency has achieved one hundred percent (100%) debt recovery rate 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 debt collection agency is CollectMore, the applicable commission rate for the overdue account is as detailed on <https://www.collectmore.com.au/debt-collection/>

In the event where Corporate Keys or the debt collection agency engaged by Corporate Keys refers the overdue account to a lawyer, the Guest 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 incurring interest at a rate of 10% per annum, calculated for the period commencing from the due date until the date the account is paid in full.

Legal Capacity

The Guest approving/authorising the Agreement acknowledges and agrees that, at all times during the term of the Agreement: (a) in the case where the Guest is a natural person, he/she/they are at least 18 years of age and have full capacity to enter into the Agreement; and (b) in the case where the Guest is a body corporate or legal entity, the entity is duly incorporated, in good standing, and has the legal capacity to enter into contracts, and the person entering into the Agreement on behalf of the Guest has obtained all necessary authorisations from the Guest to do so. The primary Guest or occupant (if the Guest is not the individual occupying the Premises) residing in the Premises must be over 18 years of age. Should the Guest breaches this clause, Corporate Keys reserves the rights to terminate the Agreement immediately pursuant to the Default and Termination clause detailed below.

Occupant(s)

In the event that the Guest is a body corporate or legal entity, or where the Guest is entering into this Agreement on behalf of another individual or individuals who will occupy the Premises, the Guest agrees (1) to notify Corporate Keys of the identity of such occupant(s) prior to moving-in, and (2) to ensure that the occupant(s) observe and comply with all applicable terms and conditions under the Agreement as if such occupant(s) were the Guest. The Guest further agrees to assume full responsibility for any acts, omissions, or breaches of the

Agreement by the occupant(s) and shall be liable for any damages, costs, or losses arising from such breaches.

Cancellation

In the event of a booking being cancelled by the Guest 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 less than 14 days prior to the commencement date, a cancellation fee equivalent to one week's rental will be charged. These cancellation charges will only apply to booking requests confirmed by Corporate Keys. Merchant recovery fees charged during the booking process are not refundable.

Corporate Keys reserves the right in its sole discretion, to not confirm a booking made by the Guest or to cancel a confirmed booking if the initial invoice is not paid or the Guest fails to approve/authorise the LTO pursuant to the Payment Terms above. Cancellation charges detailed above will apply for confirmed bookings cancelled by Corporate Keys.

Corporate Keys may, in its sole discretion, cancel a confirmed booking and refund the Guest for any reason at any time as it sees fit. Corporate Keys will make all reasonable efforts to provide alternative accommodation options within its control. The Guest acknowledges and agrees that Corporate Keys shall not be liable or responsible for such cancellations or refunds.

Guest Arrival

Corporate Keys meets each Guest at check in, in order to verify the Guest details and identification. The Premises 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 (1) 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.

During check in, Corporate Keys will obtain the signature and sight the photo identification of the Guest (or the occupant(s), if applicable) to confirm that his/her/their identity(ies) matches the name specified in the booking. You agree that Corporate Keys may retain a copy of the Guest's or the occupant(s)' signature and photo identification on file for a maximum period of six (6) 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 Premises without providing the required notice, the Guest shall continue paying the weekly rental until the required notice has been served to Corporate Keys and the minimum notice period has expired. The Guest shall vacate the Premises by 10.00am on the day of departure. Failure to vacate by 10.00am may incur additional charges.

Once the date of departure has been confirmed, the Guest shall allow Corporate Keys' representative(s) and any potential guests to access the Premises for viewing purposes for a reasonable period of time, provided that Corporate Keys gives the Guest a 24 hours' notice.

Occupancy

Corporate Keys allows a maximum occupancy of one (1) person per sleeping position (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 the date of commencement. Details of the Guest and/or all occupant(s) who are residing in the Premises must be included in the LTO. Any changes to the occupant(s) must be advised to Corporate Keys in writing, and Corporate Keys reserves its right to not approve any new occupant(s) in its absolute discretion.

If the number of occupants in the Premises exceeds the maximum occupancy permitted or as otherwise agreed by Corporate Keys, it shall constitute a breach of this Agreement. In such event, Corporate Keys reserves the right to terminate the Agreement in accordance with the Default and Termination for Breach of Terms and Conditions clause below.

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 unit, \$6.00 per day for a two-bedroom unit and \$7.00 per day for a three-bedroom unit or townhouse. Should utilities usage exceed the usage at which the Premises is capped, an additional charge will be levied to the Guest, and a copy of the account will be provided.

After a period of 90 consecutive days of occupancy, the Guest shall be responsible for the replacement of any consumable items, including but not limited to light bulbs, batteries, or similar items, provided that such replacements do not require the attendance of a tradesperson.

Keys

Unless otherwise agreed, Corporate Keys will provide one (1) access key to the Guest, and if the Premises will be occupied by 2 or more persons, 2 keys. If at any time a key is lost, the Guest must notify Corporate Keys immediately to cancel security access and to arrange a replacement. For security purposes, the Guest acknowledges that any lost key will require locks to the Premises be changed, and agrees that he/she/it shall be liable for the costs of the locksmith and replacement of the keys and swipes. A minimum fee of \$150 will be incurred if the Guest is locked out after business hours.

Car Parking

Car parking is subject to availability and is not available at all Corporate Keys 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 seven (7) nights.

Personal Belongings

The Guest acknowledges that Corporate Keys is not responsible nor liable for insuring the Guest's personal belongings, which remain at the sole risk and responsibility of the Guest. The Guest undertakes to make their own arrangements for the protection of their belongings against damage, theft or destruction. The Guest further acknowledges and agrees that he/she/it is not entitled to make any claim, whether for damages, compensation or loss of whatsoever nature, against Corporate Keys for any damage to, loss or destruction of the Guest's belongings. The Guest undertakes to take reasonable precautions to safeguard the Premises and its contents from theft, including keeping all windows and doors locked when the Premises is not occupied and to comply with Corporate Keys directions and instructions regarding the use, handling and return of keys.

The Guest acknowledges that they will remove all personal belongings at date of departure. Any personal belongings left behind at the Premises will be stored for a maximum of (7) days, after which Corporate Keys may dispose of such belongings. 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 the Premises.

Non-Smoking

The Guest acknowledges that the Premises is a non-smoking property. Accordingly, should any of the Guest, the occupant(s) or their visitors smoke inside the Premises or on a balcony with a window or door opened, the Guest will be charged a minimum fee of \$350 to cover all costs associated with removing odour from the Premises and fixtures, including but not limited to costs of steam cleaning carpets, and furniture and window coverings.

Smoke Alarms

Smoke alarms in the Premises must be functioning at all times. 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, the Guest must use the range hood when cooking. 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 units. 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 the Premises by 10.00am on the date of departure 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 12pm (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 is maintained in good repair. The Guest is required to make sure that care is taken to avoid damaging the Premises, car parking, storage area and any common areas and keep the Premises in a clean condition during the term of the Agreement. The Guest shall indemnify and hold Corporate Keys harmless from and against any loss, damage or liability arising from the Guest's failure to ensure that care is taken to avoid damage to the Premises by the Guest, the occupant(s) and their visitors. The Guest agrees to reimburse Corporate Keys any excess amounts or additional premium charges subsequently charged by the insurance company as a result of damage caused by the Guest, the occupant(s) and their visitors. Corporate Keys reserves the right to conduct inspections of the Premises at any time without prior notice to ensure compliance with this requirement. The Guest shall not use or allow the Premises to be used for any illegal purpose nor allow any animals or pets within the Premises.

Furnishings and fixtures that are removed, 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 specialised cleaning of such furnishings or fixtures.

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 liable for all costs pertaining to any damage to the Premises, including but not limited to costs of de-fleaing, deodorising, and/or carpet shampooing, to ensure that the Premises is free from potential health hazards for future occupants. If the Guest or any occupant is found to be in possession of any animal in the Premises, the Guest may be charged a fee of no less than \$200 per incident, in addition to the foregoing charges for damages and cleaning. Allowing any animal into the Premises or possession of any animal in the Premises shall constitute a breach of the Agreement, and Corporate Keys reserves the right to terminate the Agreement in accordance with the Default and Termination for Breach of Terms and Conditions clause below. The breaching Guest will also be required to remove the animal(s) from the Premises immediately.

Owners' Corporation (Body Corporate) Rules

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

Accommodation Rights

At any time during the term of the Agreement, should Corporate Keys no longer retain the rights necessary to manage the Premises or to provide services to the Guest, Corporate Keys shall be entitled to give a 21-days' written notice to the Guest, to terminate the Agreement and to request that the Guest vacate the Premises. Corporate Keys will use its best endeavours to relocate the Guest to an alternative accommodation managed by Corporate Keys that is of a similar nature to the Premises, subject to availability. However, Corporate Keys shall not be liable or responsible if suitable alternative accommodation cannot be found or if the available options do not meet the specific requests or demands of the Guest.

Notice to Inspect the Property

The Guest shall allow representatives, personnel or consultants of Corporate Keys to access the Premises at any given day and time, including holidays and weekends, during the hours from 8.00am to 6.00pm to undertake scheduled property inspections or to show the Premises to a potential occupant or buyer, for such reasonable period of time as required. Corporate Keys will endeavour to provide reasonable notice to the Guest prior to accessing the Premises; however, Corporate Keys reserves the right to enter without prior notification and shall not be obligated to provide such notice.

Apartment Maintenance

The Guest shall allow representatives, personnel, consultants of or service providers engaged by Corporate Keys to access the Premises at any given day and time, including holidays and weekends, during the hours from 8.00am to 6.00pm, for the purposes of repairs and/or maintenance. Corporate Keys will endeavour to provide reasonable notice to the Guest prior to accessing the Premises; however, Corporate Keys reserves the right to enter without prior notification and shall not be obligated to provide such notice. For emergency repairs or maintenance, Corporate Keys retains the right to enter the Premises without prior notice to the Guest and it will

notify the Guest of such entry afterwards.

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.

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

(c) The Guest acknowledges and agrees that they are not entitled to make any claim, whether for damages, compensation or loss of whatsoever nature, against Corporate Keys for any damage, loss or destruction arising from any maintenance work or disruption as mentioned in paragraphs (a) and (b) above.

Default and Termination for Breach of Terms and Conditions

Breach of any of the terms in the LTO and any of these Terms and Conditions may result in immediate termination of the Agreement. In such a case, Corporate Keys will issue a written termination notice to the Guest by email and by a letter addressed to the Guest which will be placed under the front door of the Premises. The Guest will have 24 hours from receipt of termination notice to vacate the Premises and remove all personal belongings, after which the locks will be changed and the Guest will be denied access to the Premises.

If the Agreement has been terminated due to the Guest's breach, the Guest hereby indemnifies and hold Corporate Keys harmless against any liability or loss arising and any cost incurred in connection with the Guest's breach of the Agreement. The Guest shall be responsible for all due and payable rent and all services fees, charges, penalties and costs incurred until the expiration of the 24-hour period to vacate, including but not limited to costs for changing of locks, damage to the Premises and additional cleaning, legal or other costs incurred as result of the breach.

Scope and Nature of Licence

The Guest and occupants do not have, and are not entitled to, exclusive possession of the Premises. The Guest and occupants agree that they cannot exclude Corporate Keys or any person authorised by Corporate Keys from entering the Premises at any time and without prior notice, for any purpose deemed necessary by Corporate Keys, including but not limited to inspections, maintenance, or access for other guests.

This LTO does not create any proprietary interest, leasehold estate, or other legal interest in the Premises for the Guest or occupants. The rights granted under the LTO and these Terms and Conditions do not run with the Premises and will not bind any future owners of the Premises in the event of a transfer or sale by the legal owner. Accordingly, the Guest's rights under the LTO shall automatically terminate upon any sale or transfer of the Premises.

Jurisdiction

The parties agree that the applicable law of the 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 Premises 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.