

ACCOMMODATION TERMS AND CONDITIONS

1. EVIDENCE OF ACCOMMODATION TERMS AND CONDITIONS

- 1.1. These Accommodation Terms and Conditions (“T&Cs”) consist of the following documents:
- (a) the Reservations Form;
 - (b) these Accommodation Terms and Conditions;
 - (c) the relevant Village Code of Conduct; and
 - (d) any other document attached to or incorporated by reference in these Accommodation Terms and Conditions.
- 1.2. If there is any conflict or inconsistency between the documents constituting these T&Cs, unless otherwise provided, the documents will rank in order of precedence following the order in which they are listed in clause 1.1.
- 1.3. No terms or conditions submitted by either Ausco or the Customer that are in addition to, different from or inconsistent with those contained in these T&Cs, including, without limitation, the Customer’s printed terms and conditions and any terms and conditions contained in the Customer’s purchase order, payment schedule or another instrument, shall be binding upon either Ausco or the Customer unless expressly agreed to in writing and signed by both of us.

2. DEFINITIONS

- 2.1 Defined words in these T&Cs have the following meanings:

Acceptable Proof of Vaccination or Exemption means an international Covid-19 Vaccination Certificate, Covid-19 Digital Certificate, a hard copy of your Vaccination Certificate together with an acceptable form of identification, or COVID-19 digital certificate (that shows your medical exemption) (**COVID-19 Certificates**).

Accommodation Charges means the rates agreed with the Customer for the provision of the Accommodation Services under these T&Cs to which GST will be added.

Accommodation Services means the type of accommodation, meals, facilities Ausco has agreed to provide to the Customer and Resident at the Accommodation Village after accepting the Reservations Form.

Accommodation Village means the Stayover accommodation village operated by Ausco for which the Reservations Form has been submitted.

Arrival Date means the arrival date for the Resident as set out in the Reservations Form.

Ausco means Ausco Modular Pty Ltd (ACN 010 654 994) or any of its related bodies corporate.

Reservations Form means a Stayover Reservations Form completed by a Customer to request Accommodation Services.

Common Facilities means those parts of the Accommodation Village designated by Ausco for shared use by Residents and other guests at the Accommodation Village, which may include but not be limited to: living/dining areas, kitchen, bathrooms, toilets, storerooms, patios, passageways, hallways, stairwells, bbq areas, tennis courts, swimming pools, other recreation areas, enclosed land surrounding the Accommodation Village and all fixtures, furniture and furnishing in such parts of the Accommodation Village.

Contract means these Accommodation terms and conditions.

COVID-19 Certificate means a COVID-19 digital certificate or printed vaccination certificate from the Australian Immunisation Register.

Customer means the entity submitting the Reservations Form for the Accommodation Services.

Departure Date means the departure date for the Resident as set out in the Reservations Form.

Force Majeure Event means war, crime, act of god, strike, riot, epidemic, industrial dispute or disruption, or supply chain disruption.

Government Health Regulations and Directions mean any Federal, State or Territory Government Public Health direction or amendment, Order, Social Measure, bill, act or amendment pertaining to the management of COVID-19.

Policies or Policy means any policy or procedure published from time to time by Ausco regarding the Accommodation Services or Accommodation Village, including but not limited to the Village Code of Conduct.

Resident means the Customer’s employee or contractor named in the Reservations Form.

Room means an accommodation room at the Accommodation Village assigned to a Resident, including any furniture, fixtures and equipment inside that does not belong to the Resident.

Term of Residency means the term for which a Resident receives the Accommodation Services, as set out in clause 4 of these T&Cs.

Village Code of Conduct means the code of conduct for Residents of the Accommodation Village as available at <https://www.stayover.com.au/terms-conditions> (“**Website**”) or as otherwise provided to the Customer and Resident and as may be updated on the Website by Ausco from time to time.

- 2.2 A reference to a schedule or appendix in this Contract is a reference to a schedule or appendix in these T&Cs.

3. RESIDENT WARRANTIES

- 3.1 The Customer warrants and covenants to Ausco that it will comply with, and it will procure that the Residents comply with, the relevant mandatory vaccination requirements as set out by the relevant Government Health Regulations and Directions. Should mandatory vaccination be required, as determined by Ausco, Acceptable Proof of Vaccination or Exemption will be required from the Customer at the time of booking. Bookings are not confirmed until Acceptable Proof of Vaccination or Exemption is received and accepted by Ausco.
- 3.2 Customer warrants and covenants that it will procure all Residents comply with any isolation requirements in connection with Covid-19.
- 3.3 Ausco reserves its rights to refuse entry to any Resident (acting in its absolute discretion) who, in Ausco’s opinion, does not comply with the mandatory vaccination requirements set out in clause 3.1.
- 3.4 The Customer indemnifies and holds Ausco harmless for any loss, cost, expense, demand, claim or liability howsoever incurred by Ausco, the Customer or any Resident as a result of the operation of clause this clause 3.

4. EXTENT OF T&Cs

In consideration of payment of the Accommodation Charges by the Customer, Ausco grants the Resident for the Term of Residency a licence to use:

- (a) the Room to which the Resident is assigned; and
- (b) the Common Facilities shared with other residents of the Accommodation Village,

and Ausco will provide the Resident with all meals included in the Accommodation Services during the Resident’s Term of Residency.

5. TERM OF RESIDENCY

- 5.1 These T&Cs apply for the period from which Ausco receives a Reservations Form for a particular Resident until the last Resident in such Reservations Form has departed the Accommodation Village, unless terminated earlier under these T&Cs.
- 5.2 Ausco may terminate any Term of Residency immediately in any of the following situations:
- (a) Ausco is unable to continue to provide the Accommodation Services or it is unsafe for Ausco to continue to provide the Accommodation Services;

- (b) The Resident is in breach of the Village Code of Conduct or clause 7 of these T&Cs; or
- (c) The Resident is identified as carrying an infectious illness.

Where a Term of Residency is terminated by Ausco for any reason whatsoever, then clause 11 will apply as though the date of termination was the Departure Date.

- 5.3 Where a Force Majeure Event occurs, Ausco may (at its discretion) either suspend or terminate any Term of Residency.

6. ASSIGNMENT AND SUB-LETTING

The Customer will not:

- (a) sub-let, grant a licence, share or part with possession of the whole or any part of the Room or the Accommodation Village or allow any Resident to do anything in this clause 5(a);
- (b) mortgage, charge or otherwise deal with the Room or the Accommodation Village or its right to a Room or the Accommodation Village; or
- (c) attempt to do anything in clauses 5(a) or 5(b).

7. PAYMENT OF ACCOMMODATION CHARGES

- 7.1 Notwithstanding any other terms in this contract, all outstanding fees and charges payable by the Customer must be paid in full upon termination or expiry of the accommodation agreement.

- 7.2 If Ausco has confirmed in writing to the Customer that Ausco will accept credit payment terms (which Ausco may withdraw at any time in its sole discretion), then it will make payment no later than 30 days from the date of Ausco's invoice for the Accommodation Charges.

- 7.3 If Ausco has agreed in writing to the Customer that Ausco will accept direct debit payment terms (which Ausco may withdraw at any time in its sole discretion), then:

(a) the Customer must pay the full price of Accommodation Charges, without set-off, deduction or withholding, and all other sums owing under this agreement on or before the 30th day of the month to which the invoice relates; or

(b) otherwise as agreed to in writing by Ausco.

(each of the dates referred to in this clause (7.3) and clause 7.2 is a 'Due Date' for the purpose of these T&Cs.

- 7.4 If the Customer has not been approved for credit payment terms or direct debit payment terms, then it must pay all Accommodation Charges in full in advance of the Resident arriving at the Accommodation Village. The Resident will be unable to check-in at the Accommodation Village until Ausco has received payment of the Accommodation Charges in full in cleared funds.

- 7.5 If you dispute our invoice:

(a) you must pay the undisputed amount (if any) and may dispute the balance; and

(b) the disputed amount will be resolved in accordance with the dispute resolution process under clause 16.

- 7.6 If the Customer fails to pay the Accommodation Charges per these T&Cs, Ausco may, in addition to any rights:

(a) refuse the Resident access to the Room and the Accommodation Village.

(b) The Customer must pay Ausco interest on any sum owing after the Due Date at the rate of 8% per annum from the Due Date until such time that it is paid in full;

(c) The Customer will be liable for any expenses, disbursements and legal costs incurred by us in the enforcement of any rights or an attempted exercise of any of Ausco's rights in recovering any sum owing.

- 7.7 Payments made by credit card will incur a charge of 1.00% of the Accommodation Charges (plus GST) for each transaction. Ausco accepts payment by Visa and Mastercard only.

- 7.8 An amount of one night of Accommodation Charges for each relevant Resident will be payable by the Customer to Ausco in the event the Customer gives less than 24 hours' notice of any cancellation or amendment to a Reservations Form. The Customer hereby irrevocably authorises Ausco to deduct such amount from any credit card the Customer has used to make payment to Ausco.

- 7.9 Payment of any amount payable under this Contract by way of a cheque, bill of exchange, or another negotiable instrument shall not be deemed paid until all cheques and other instruments are honoured or met in full.

8. RESIDENT'S USE OF THE ACCOMMODATION VILLAGE

The Customer must use all reasonable endeavours to ensure that the Resident will:

- (d) only use the Room and the Accommodation Village for residential purposes;
- (e) not use the Room or the Accommodation Village, or cause or permit the Room or the Accommodation Village to be used, for any illegal purpose;
- (f) not allow or permit any other person to occupy the Room, the Accommodation Village or any part thereof without Ausco's prior written permission;
- (g) not, by act or omission while in the Accommodation Village:
 - (i) cause or permit a nuisance;
 - (ii) interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of any other person at the Accommodation Village or of any neighbours;
 - (iii) place themselves or other persons at risk; or
 - (iv) commit an act of violence against themselves or any other person;
- (h) not interfere with or permit interference with the reasonable use by other residents of the Common Facilities;
- (i) not gain entry to another resident's room without their prior permission nor access any Common Facilities to which the Resident's access has been temporarily or permanently denied;
- (j) not obstruct the Common Facilities, entries or exits of the Accommodation Village in any way;
- (k) not remove, interfere with or use any fire detection or protection equipment (fire doors, fire blankets, fire hoses, fire extinguishers, fire alarms, smoke/thermal detectors) for any other purpose other than those for which they were designed;
- (l) not move or remove any furniture from the Accommodation Village or within or outside the building;
- (m) not store in the Accommodation Village any flammable materials;
- (n) not bring on to the Accommodation Village or store on the Accommodation Village or their Room weapons of any type;
- (o) not keep animals in the Room or in or around the Accommodation Village;
- (p) immediately notify the Ausco of any infectious disease or suspected infectious disease or the presence of rats, cockroaches, fleas or other pests in or around the Accommodation Village;
- (q) not hang clothes on the rails or balconies of the Accommodation Village or use Common Facilities to hang washing unless those Common Facilities are designated areas for the hanging of laundry and contain clotheslines for these purposes;
- (r) not smoke tobacco or any illegal substance inside, or within ten (10) metres, of the Accommodation Village, including outdoor dining areas, entries, exits, stairwells, balconies and air intakes, unless specified otherwise in the relevant Village Code of Conduct; and

- (s) not break any Policy, failing which the Resident will submit themselves to the associated procedures for managing breaches of the Policy including any disciplinary sanctions that may be applied.

9. CLEANLINESS, REPAIRS AND DAMAGE

9.1 The Customer must use all reasonable endeavours to ensure that the Resident:

- (a) keeps the Room and the Common Facilities clean, with special attention to be paid to the kitchen, bathroom and appliances, failing which Ausco may clean the Room and the Common Facilities at the cost of the Customer;
- (b) does not intentionally or negligently cause or permit any damage to the Room, Common Facilities, Accommodation Village or to any property, furniture, fixtures or equipment in the Accommodation Village;
- (c) does not put anything down any sink, toilet or drain likely to cause damage or obstruction, failing which Ausco may repair the damage or remove the obstruction at the cost of the Customer;
- (d) wraps up and places any rubbish or garbage in an appropriate container, failing which Ausco may remove the rubbish or garbage at the cost of the Customer; and
- (e) immediately notifies Ausco of any loss, damage or defect to the Room or the Accommodation Village.

9.2 The Customer must pay for or meet any claims in respect of:

- (a) any loss or damage to property, furniture, fixtures and equipment included as part of the Accommodation Village where the Resident causes the loss or damage in any way whatsoever;
- (b) any loss or damage to another person's personal property located in the Accommodation Village, where the Resident causes the loss or damage in any way whatsoever; and
- (c) any injury to a person caused by any act or omission of the Resident.

9.3 The Customer acknowledges that Ausco takes no responsibility whatsoever for damage to or loss of any item of personal property brought into the Accommodation Village by the Resident unless caused by Ausco's negligent act or omission.

10. ALTERATIONS AND ADDITIONS

The Resident must use all reasonable endeavours to ensure that the Resident does not:

- (a) attach any fixture, renovate or make alterations or additions to the Room or the Accommodation Village;
- (b) undertake any decorating that involves painting, marking, placing tape, nails or hooks on walls or doors or defacing any part of the Room or the Accommodation Village;
- (c) install in the Room a washing machine, dryer, dishwasher, gas appliance, microwave or refrigerator without the prior written permission of the Ausco; and
- (d) alter, remove or add any lock or other security device to the Room or the Accommodation Village.

11. AUSCO ACCESS TO ACCOMMODATION VILLAGE

11.1 The Customer must allow Ausco, its agents or employees access to the Room and the Accommodation Village for the purpose of cleaning, the issuing of notices or memos, room inspections, maintenance and otherwise will not impede Ausco's possession and control of the Room and the Accommodation Village.

11.2 Ausco reserves the right to relocate the Resident, immediately in the case of an emergency or otherwise with a minimum of one (1) days' notice, to another Room within the Accommodation Village for

maintenance purposes or any other purpose deemed reasonable or necessary by the Ausco.

12. VACATING THE ACCOMMODATION VILLAGE

12.1 Ausco and the Customer agree that:

- (a) on or before a Resident's Departure Date as per the relevant Reservations Form, or upon earlier termination of these T&Cs, the Customer must ensure that the Resident must:
 - (i) vacates the Accommodation Village;
 - (ii) leaves the Room and the Common Facilities in good order (excepting fair wear and tear), clean and clear of any personal belongings brought to the Accommodation Village by the Resident;
 - (iii) completes any reasonable paperwork required by Ausco; and
 - (iv) returns all keys and/or access cards for the Accommodation Village to the Ausco.

13. DEFAULT AND TERMINATION

13.1 Ausco and the Customer agree that if the Resident wishes to vacate the Accommodation Village during the Term of Residency, the Customer must provide Ausco with a minimum of one (1) days' notice.

13.2 If the Customer or a Resident breaches any of the provisions in these T&Cs or any Village Code of Conduct, Ausco may, in addition to any rights, prevent the Resident access to the Room and the Accommodation Village.

14. NONWAIVER

14.1 The non-enforcement by either party of any term or condition of these T&Cs shall not constitute a waiver of any subsequent breach of these T&Cs.

14.2 Acceptance by Ausco of any payment of Accommodation Charges will not be deemed a waiver of any other breach of these T&Cs.

15. SEVERANCE

15.1 If any part of these T&Cs is or becomes void, voidable or unenforceable, these T&Cs are to be read and construed as if that part had been severed from these T&Cs so that all parts not void, voidable or unenforceable remain in full force and effect and unaffected by that severance.

16. NOTICES

16.1 Any notice by one party to another under these T&Cs must be given in writing to the other and, if applicable, to the Resident either personally or by leaving the notice at the Accommodation Village or the Room.

17. DISPUTE RESOLUTION

17.1 In the event of any dispute or difference of opinion between Ausco and the Customer arising out of or under the terms and conditions (Dispute), either of us may give the other a Notice (Dispute Notice) specifying the Dispute and requiring its resolution under this clause.

17.2 If the Dispute is not resolved within seven days after a Dispute Notice is given, Ausco and the Customer must nominate a representative from our senior management to resolve the Dispute (each a Dispute Representative).

17.3 If the Dispute is not resolved within 30 days of the Dispute being referred to the respective Dispute Representatives, then either Ausco or the Customer refer the Dispute to mediation, and the mediator will be mutually agreed upon, or failing such agreement, nominated upon the request of either party by the President of the local chapter of the Institute of Arbitrators and Mediators Australia or their appointee, and any determination shall be final and binding on Ausco and the Customer.

- 17.4 During the existence of any Dispute, both Ausco and the Customer must continue to perform all obligations under the Contract without prejudice to our respective positions in respect of such Dispute, unless both of us agree otherwise.
- 17.5 Nothing in this clause prevents either of us from seeking any urgent interlocutory relief which may be required in relation to the Contract or instituting proceedings to enforce payment due under the Contract.