

TOM'S HANK HOTEL - TERMS & CONDITIONS

1. INTRODUCTION

- 1.1. Before ordering services, customers state that the reservation of these services is for their own personal use.
- 1.2. All bookings made via participating websites or with Tom's Hank Hotel directly are made subject to these terms and conditions. The person making the booking will be deemed to have accepted these terms and conditions on behalf of all persons who will be staying at the property under the booking once any payment is made in relation to the booking and the confirmation email has been sent by Tom's Hank Hotel or the associated travel agent.
- 1.3. Customers confirm that they have full legal capacity to commit to these terms and conditions.
- 1.4. These terms and conditions define the rights and obligations of the parties within the scope offered by Tom's Hank Hotel and its partners through the website, internet and mobile services.
- 1.5. The terms and conditions cover all stages required before, during and after the reservation between the contracting parties.
- 1.6. Bookings may also be governed by and subject to additional terms and conditions which are applied by individual partnership services such as Travel Agents. These terms and conditions may relate to items such as payments, deposits and cancellations and you should confirm the exact conditions directly with the Partnership service before booking. If there is any inconsistency between the Partnership service terms and conditions and these terms and conditions, the latter will prevail.
- 1.7. Customers agree to the Tom's Hank Hotel terms and conditions of sale and the conditions of sale for the rate reserved at the time of reservation. No reservation is possible without this agreement.
- 1.8. If any part of your booking falls on a date which is classified as a peak or special event periods, your entire booking will be deemed a special event booking and any terms or conditions which apply to these periods will apply to your entire booking.
- 1.9. All reservations made directly, via websites or via mobile services imply consultation and full and unreserved acceptance of these terms and conditions and the conditions of sale for the rate reserved.
- 1.10. Whilst all care is taken to ensure that the description of facilities and services of the Tom's Hank Hotel is accurate, these are continually being changed, upgraded and on occasion taken out of service. If any feature/facility is essential to you in choosing a particular property, it is your responsibility to confirm with the property prior to making your booking that the feature/facility will be available during your stay.

1.11. To the extent permitted by law Tom's Hank Hotel is not liable for omissions, errors or changes to the facilities and services at a property, whether temporary or permanent.

1.12. Accommodation facilities listed may not apply to all room types.

2. DEFINITIONS

The terms used in this document are defined as follows:

"Acknowledgment of receipt":

Email sent by the Tom's Hank Hotel or associated travel agent to the customer summarizing the customer's reservation and confirming its receipt for the Tom's Hank Hotel.

"Child" or "Children":

Means a person or persons aged between 2 years and 17 years; "Infant" means a person under the age of 2 years; and "Adult" means a person aged 18 years or more. All ages will be determined from the date at which accommodation commenced.

"Conditions of sale for the rate reserved":

Specific conditions for each reservation made by the client relating to the payment of the reservation, and whether or not the reservation can be modified or cancelled.

"Customer":

A customer is defined as the person or company who makes the reservation or pre-approved person by Tom's Hank Hotel who stays at Tom's Hank Hotel and who will be solely and jointly agree to these terms and conditions and any liability within.

"Email":

Any message, in text, voice, sound, or image format, sent by a public communication network and stored on a network server or in the recipient's workstation equipment until it is retrieved by said recipient.

"Reservation request":

Request for an apartment room reservation submitted by the customer.

"Partners":

Providers of services (i) available through the Tom's Hank Hotel website or mobile services and/or (ii) enabling users to access the website or mobile services via their own websites, mobile services and price comparison websites.

"Online reservation":

Reservation of apartment rooms through the virtual reservation form on the website or its partners.

"Service":

Reservation of apartment rooms whose main features are given on the Tom's Hank Hotel website.

"Partner service":

Reservation of apartment rooms whose main features are given on the apartment listings available on the website, mobile services and/or any other tool of its partners.

"Mobile services":

All services and protocols making it possible to connect mobile terminals to the internet, and in particular, enabling consultation and reservation of apartment services.

"Website":

Electronic service operated by Tom's Hank Hotel on the internet, available at www.tomshankhotel.com.au.

"Peak / Special event booking":

"Special event booking" means a reservation at Tom's Hank Hotel which is advertised as a special event period or which is listed on a participating website as a special event booking.

3. BOOKINGS / RESERVATIONS

- 3.1. Bookings are subject to the availability and applicable pricing at Tom's Hank Hotel at the time of the booking and some conditions and/exclusions may apply, including but not limited to minimum length of stay requirements.
- 3.2. Any quote given is an estimate only of price. The price will only be confirmed once a payment is made on the booking and you have received written advice from Tom's Hank Hotel or the associated travel agent that the payment has been received.
- 3.3. Customers confirm that they are aware of the nature, purpose and reservation methods of the services available on the Tom's Hank Hotel website, partner website or mobile services and have requested and obtained all the necessary and/or supplementary information needed to make the reservation in full knowledge of the facts.
- 3.4. On the website or mobile platform, customers can reserve as individuals and for their own personal requirements, a maximum of five (5) rooms per reservation. For reservations relating to more than 5 rooms, customers should contact the Tom's Hank Hotel directly.
- 3.5. Customers are solely responsible for their choice of services and the suitability of those services for their needs. Tom's Hank Hotel cannot be held responsible in this respect.
- 3.6. The reservation is deemed to have been accepted by the customer at the end of the reservation process.
- 3.7. The website and mobile services of Tom's Hank Hotel or associated travel agent confirm and acknowledge receipt of the

customer's reservation by immediately sending an email to the customer at the email address they have previously entered.

- 3.8. For reservations, the emailed confirmation of the reservation summarizes the contract offer, services reserved, prices, conditions of sale accepted by the customer relating to the rate selected, dates of reservation, information relating to the after-sales service, and the address of the apartment.

4. Promotions

Tom's Hank Hotel may make information regarding Promotions available on the Website. The Promotions are subject to any specific terms and conditions set out in each Promotion in addition to the terms and conditions set out in this Agreement. Tom's Hank Hotel reserves the right to change, modify or withdraw any Promotion at any time.

5. RESERVATION PROCESS IRREGULARITY

- 5.1. Any reservation or payment that is irregular, ineffective, incomplete, or fraudulent for any reason attributable to the customer will result in the cancellation of the booking at the customer's expense, without prejudice to any civil or criminal action brought against the customer.

6. PAYMENT

- 6.1. Payments may be made by Visa, MasterCard, Diners, American Express, EFTPOS and Australian Dollars.
- 6.2. **We do not accept personal or bank cheques/drafts or Telegraphic transfers.**
- 6.3. A surcharge will apply to payments made by Visa, MasterCard, Diners and American Express. The surcharge applied to these cards may vary and is displayed at the time payment for the booking is to be made. No surcharge will be applied to payment made using internet banking.
- 6.4. Tom's Hank Hotel accepts no responsibility for monies paid by you to a travel agency until cleared funds are received in the bank account of Tom's Hank Hotel.

6.5. Deposit and Final Payment

- 6.5.1. For flexible bookings a deposit of one night's accommodation per booking must be received immediately to confirm your reservation with full payment required at least 3 days before the arrival date.
- 6.5.2. For non-refundable bookings, full payment must be received at the time of booking.
- 6.5.3. For special event periods, payment of the entire amount payable per room must be received immediately at the time of booking to confirm your booking. Special event bookings are non-refundable.
- 6.5.4. With prior approval, payments to Tom's Hank Hotel may be made at reception desk by cash, credit card or EFTPOS.
- 6.5.5. If any deposit or required payment is not received by the due date, Tom's Hank Hotel reserves the right to cancel the booking and any monies paid by you in relation to your booking will be forfeited to Tom's Hank Hotel.
- 6.6. Once final payment of your booking has been made, confirmation of that payment and your booking will be sent to you via email or posted to your postal address you provided at the time you made the booking.
- 6.7. Payment is only accepted in Australian dollars.

6.8. Security Deposits

- 6.8.1. You must provide a credit card for pre-authorisation at time of booking.
- 6.8.2. This authorisation may be used to cover incidental items including but not limited to telephone charges, breakages, damage incurred during your stay, or cleaning charges in excess of the normal level of cleaning.
- 6.8.3. The security deposit pre-authorisation process validates your credit card, and protects both the cardholder and merchant from increasing fraud incidents.
- 6.8.4. The pre-authorised amount is set aside by the card issuer for a period of up to 7 days from the date of pre-authorisation and the pre-authorisation will affect your available funds balance or spending limit. For more information on this practice please contact your card issuer.

- 6.8.5. Once a pre-authorisation has been made, Tom's Hank Hotel cannot release, remove or lower the authorised amount, until we process the final account on departure.

7. TRAVEL INSURANCE

Tom's Hank Hotel strongly recommends that at the time of booking you purchase comprehensive travel insurance to cover items including but not limited to: loss of booking amount through cancellation, loss or damage to personal baggage, loss of money and medical expenses.

8. CUSTOMER SERVICE

Customer Service is available to handle any complaints or queries relating to apartment reservations.

To write to us:

Customer Service
6020/678 Hay St,
Perth, Western
Australia 6000,
Australia.

9. CANCELLATION OR MODIFICATION BY THE CUSTOMER

- 9.1. To the extent permitted by law any amount paid by you to Tom's Hanks Hotel for any reason is non-refundable unless stated otherwise in these terms and conditions
- 9.2. The conditions of sale for the rate reserved specify the terms for cancelling and/or changing the reservation.
- 9.3. When permitted by the conditions of sale for the rate reserved:
 - 9.3.1. Reservations and modifications can be made directly on the partner website or mobile services in the "Review or cancel your reservation" section.
 - 9.3.2. If booked directly from the Tom's Hank Hotel website, then you can modify by phone or by email to the Tom's Court Hotel reception.
 - 9.3.3. Modifications to bookings may incur a fee.
- 9.4. If the stay is terminated early by the customer during their stay, the full agreed price will be paid.
- 9.5. Unless stated otherwise, customers must vacate their room before 10.00am on the final day of the reservation. Failing this, an additional night will be charged.
- 9.6. Reservations are personal and can in no case be transferred to a third party, whether free, at a cost, or for commercial purposes. Reservations must nominate the name of the guest who is staying.

- 9.7. In general although this may be varied by specific terms and conditions of the booking the following will apply to cancellations and or changes:

Flexible Rates: Full refund provided for cancellations more than 28 days prior to arrival date.

Cancellations made between 27 days and 4 days will be charged the first night's stay.

Cancellations made within 3 days of arrival date will incur a cancellation fee of all monies due for the entire stay..

Non-Refundable Rates: No monies refunded for cancellations or modifications. This also applies for bookings that fall in a special event period.

- 9.8. For amendments within 28 days of your scheduled check-in time: an amendment fee will apply, and will be subject to availability.

10. NO SHOWS OR EARLY DEPARTURE

- 10.1. If you do not show up for your booking or terminate your booking early after you have checked in, you will be charged a 100% cancellation fee and will be required to pay to Tom's Hank Hotel the full amount of your booking less any amount which you have already paid.
- 10.2. If in the case of a no show, the room will be cancelled after 24 hours of the date of arrival.

11. APARTMENT STAY

- 11.1. Tom's Hank Hotel endeavors to enable check in from 2.00pm, however this can't be guaranteed. This is also subject to availability. Any check in requests must be made to reception prior to arrival.
- 11.2. No pets are allowed.
- 11.3. Customers agree and undertake to use their room responsibly. Any conduct contrary to accepted standards of behavior and public order will result in the Tom's Hank Hotel asking the customer to leave the apartment with no compensation and/or refund for the cost of their entire stay. This includes, but is not limited to smoking within the apartment building, illegal drug taking, excessive noise, domestic violence, fighting, partying, and prostitution. The decision as to what constitutes accepted standards of behavior rests with the Manager or their representative at Tom's Hank Hotel.
- 11.4. Customers are responsible for any breakages and damage to the apartment of any kind. The cost of the repairs and replacement is at the guest's expense.
- 11.5. If the fire alarm is set off for any reason other than the presence of a fire then the cost of the attendance of the Fire Brigade will be charged to

your room. This charge is set by the metropolitan fire brigade and may be up to \$1,000.

- 11.6. Some rooms offer WIFI access (chargeable or not) that allows customers to connect to the internet. Customers undertake to ensure that computing resources made available to them by the apartment are not used in any way for reproduction, representation, provision or communication to the public of works or objects protected by copyright or a related right, including, but not limited to such as texts, images, photographs, musical works, audio visual works, software or video games, without the authorization of the copyright holder.
- 11.7. Customers are also required to comply with the security policy of the apartment's internet service provider, and with the rules for the use of security resources whose purpose is to prevent the illicit use of computing resources, and to refrain from any act that might undermine the effectiveness of these resources.
- 11.8. Guests are provided with room cards, or keys and fobs for their apartment. The loss of these keys and fobs will result in a charge for their replacement
- 11.9. Please ensure that your rooms and external doors are fully closed on arrival and departure
- 11.10. If you lock yourself out for any reason outside of reception hours you will be charged a re-entry fee. This is \$150 Monday to Saturday and \$200 for Sundays and Public Holidays.
- 11.11. While we accept your expectation of privacy during your stay we have the right to access your room at any time.
- 11.12. Tom's Hank Hotel is not responsible at any time for any of your valuables or personal belongings, even when left with reception for storage.
- 11.13. Where car parking has been provided to a customer it is on the basis that Tom's Hank Hotel has no responsibility of any kind. Customers understand that parking is at their own risk.
- 11.14. Smoking is not permitted in any part of the building. If guests are found to have smoked in their rooms, there is an automatic additional cleaning charge of \$300.

12. CHILDREN

- 12.1. Infants sharing a room with their parents or guardians may do so free of charge if using existing bedding and not exceeding the maximum occupancy for the given room type.
- 12.2. Children and infants may not stay in any room without a responsible adult being present at all times.
- 12.3. Additional charges will apply if extra bedding (including rollaway, sofa beds or cots) are required. These are charged at the extra person rate. Extra person rates will be charged on a room only basis, unless otherwise stated.

13. RESPONSIBILITY

13.1. GENERAL INFORMATION

- 13.1.1. Photographs displayed on the website and mobile services of Tom's Hank Hotel or its partners are merely indicative. Although every effort is made to ensure that photographs, graphic images and text used to illustrate rooms provided are an accurate impression of the accommodation offered, however variations may occur, in particular as a result of changes to furniture or possible renovations.
- 13.1.2. Tom's Hank Hotel cannot be held responsible for the non-fulfilment or inadequate fulfilment of the reservation in cases of force majeure, unpredictable or insurmountable actions of third parties, or actions of customers, in particular the non-availability of the internet network, inability of accessing the website, external intrusion, computer viruses, or non-authorized prepayment by the card holder's bank.
- 13.1.3. Hyperlinks may link to sites other than the Tom's Hank Hotel website or mobile services. Tom's Hank Hotel accepts no responsibility for the content of these web sites or the services offered on them.

13.2. PARTNER SERVICES

- 13.2.1. In addition to the preceding provisions, it is noted that partners are responsible for the promotion of the offers published on their own websites, mobile services and/or any other tool for accessing the website and/or mobile services.

14. PRICES

- 14.1. Prices relating to the reservation of services are indicated before and during reservation.
- 14.2. Prices shown are per room for the number of person(s) and dates selected.
- 14.3. Prices are confirmed to the customer inclusive of all taxes and are valid only for the period stated on the website, partner websites or mobile services.
- 14.4. If payment to the apartment is made in a currency other than the currency confirmed on the reservation, the customer is liable for the exchange fees.
- 14.5. All reservations, regardless of their origin, are payable in the hotel local currency unless specifically indicated otherwise.
- 14.6. Unless stated otherwise on the website, additional services (breakfast, groceries, dry cleaning, parking, etc.) are not included in the price.
- 14.7. Prices are inclusive of GST applicable on the day of reservation and any change to the applicable GST rate will be automatically reflected in the prices shown on the date of billing.
- 14.8. Any change or introduction of new legal or regulatory taxes imposed by the competent authorities will be automatically reflected in the prices shown on the date of billing.
- 14.9. Conversion into foreign currency is given as an indication and is non-contractual. Only the currency confirmed on reservation is guaranteed (if this currency is different from the one used in the apartment, possible exchange fees will remain the customer's responsibility).
- 14.10. If the customers currency is not the same as that of the apartment, the rate debited by the apartment may differ from that indicated when the reservation was made, on account of a possible difference between the exchange rate on the date of reservation and the dates of the apartment stay.
- 14.11. When confirming the customer's reservation, Tom's Hank Hotel will state the total amount of the order.
- 14.12. Certain promotional offers available on the internet are sold exclusively on the internet, that is, remotely and in no circumstance at the front desk of the apartment.

15. PRIVACY AND PERSONAL DATA PROTECTION

- 15.1. Tom's Hank Hotel processes personal data, for which it is responsible.
- 15.2. Customers are informed, on every personal data form, of the mandatory or optional nature of responses by the use of an asterisk.
- 15.3. If information identified as mandatory is not provided, Tom's Hank Hotel may be unable to register the reservation, manage the customer's participation in the loyalty program or manage complaints made by the customer.
- 15.4. Information processed is intended for Tom's Hank Hotel, its group entities, partners and service providers (in particular providers of online payment).
- 15.5. Customers can authorize Tom's Hank Hotel to communicate their personal data to third parties in accordance with the Customer Personal Data Protection Charter.
- 15.6. During online payment in particular, customer bank details must be transmitted by the payment service provider to the apartment's bank in order to execute the apartment reservation contract. Customers are informed that this transfer of data may therefore take place in foreign countries that do not have adequate personal data protection. However, customers consent to this transfer that is necessary to make their reservation. In their professional capacity card service providers have made a commitment to Tom's Hank Hotel to take every possible security measure to ensure that the confidentiality of data in the aforementioned transfers is respected.
- 15.7. Customers have the right to oppose for legitimate reasons, to question, access and correct their data by writing to Tom's Hanks Hotel. Tom's Hank Hotel may in particular email customers its newsletter, promotional offers and satisfaction questionnaire following an apartment stay. Customers to unsubscribe should email Tom's Hanks Hotel directly
- 15.8. Tom's Hank Hotel process personal data for the purposes of prevention and safety of property and persons, and to respond to outstanding debts. For these reasons, the Tom's Hank Hotel may decide to include in the category of "blacklisted" customers, any customer whose behavior has been inappropriate in the following ways: aggression and rudeness, non-compliance with the apartment contract, failure to observe safety rules, theft, damage and vandalism, or payment issues.

16. RELOCATION

In the event that the chosen apartment is not available, or in cases of force majeure, the Tom's Hank Hotel reserves the possibility of accommodating the customer totally or partially in an apartment of equivalent category to the best of their ability. Any additional cost of the room, transport between the two hotel or telephone calls will remain the responsibility of the customer.

If alternate accommodation is not available or the customer refuses the alternate accommodation offered then the booking may be cancelled without compensation to the customer.

17. FORCE MAJEURE

17.1. Force majeure is understood to be any event beyond the control of the parties of an unpredictable and insurmountable nature that prevents either the customer or the apartment from fulfilling all or part of the obligations set out in the contract. Cases of force majeure or fortuitous events are considered to be those that would usually be recognized by the jurisprudence of the courts.

17.2. Neither party will be liable to the other party in the event of a breach of its obligations resulting from an event of force majeure. It is expressly agreed that force majeure suspends, for the parties, the execution of their reciprocal obligations and that each party shall bear the burden of the resulting costs.

18. SETTLEMENT OF DISPUTES

18.1. In the event of a dispute relating to these terms and conditions, customers are informed by Tom's Hank Hotel of the possibility of recourse to a conventional mediation procedure or to any alternative method of dispute settlement.

18.2. Guests should first contact customer services at the apartment to attempt to resolve the dispute amicably. If the response is negative, or in the absence of a reply within sixty (60) days, guests can contact the Manager for Tom's Hank Hotel at the address in customer services.

19. APPLICABLE LAW

The Tom's Hank Hotel' terms and conditions of sale are governed by Perth, Australian and Commonwealth of Australia law without obstructing the mandatory protective and consumer provisions that may be applicable in Australia.

20. TERMS AND CONDITIONS

20.1. THE AGREEMENT

- 20.1.1. These Tom's Hank Hotel' terms and conditions of sale, conditions of sale for the rate reserved by the customer and the reservation confirmation express the parties' obligations in their entirety.
- 20.1.2. No general or specific condition communicated by the customer can be incorporated into these terms and conditions.
- 20.1.3. The documents constituting the contractual obligations between the parties are, in descending order of priority, the reservation confirmation (covering the specific conditions of the rate reserved) and these terms and conditions.
- 20.1.4. In the event of a discrepancy between the reservation confirmation and the terms and conditions, only the provisions in the reservation form will apply for the obligation in question.

21. INDEMNITY

You agree to indemnify Tom's Hank Hotel and its affiliates, officers, employees and agents harmless from any claim or demand made by any third party arising out of or in connection with your breach of this Agreement

22. NULLITY

If one or more stipulations of the Tom's Hank Hotel' terms and conditions of sale are held to be invalid or are found to be so under the application of a law or regulation or following a definitive decision by a court of law with the appropriate jurisdiction, the other stipulations maintain their validity and their scope

23. DEVELOPMENT/MODIFICATION OF THE TERMS AND CONDITIONS

These terms and conditions of online sale may be modified and/or supplemented at any time by Tom's Hank Hotel In this case, the new version of the terms and conditions of online sale will be put online by Tom's Hank Hotel and will automatically apply for all customers with immediate effect, except for reservations made prior to the date on which the conditions were published online, for which the previous accepted version of the terms and conditions remain applicable.

Customers should also consult the supplementary terms and conditions of sale related to each rate, room type or service type shown on the price list.