

# **TERMS & CONDITIONS**

These Terms and Conditions (Conditions) set out the basis on which Motel Sunshine Coast (as defined below) will provide accommodation and other products and services at its motel to Customers (as defined below) and Guests (as defined below). By making a Booking (as defined below) the Customer agrees to comply with these Conditions.

Please make sure you are aware of any current restrictions due to *Covid-19*.

#### **1. INTERPRETATION**

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Arrival Date" means the date on which the Customer's stay at the motel is due to commence, as per the Booking Details

"Booking" means the reservation by the Customer of accommodation and any other products and services detailed in the Booking which is accepted by the motel

"Booking Details" means the details of the Booking including the number of Guests, the number of rooms required, the duration of the Guests' stay at the Motel and any other products and/or services to be included in the Booking

"Charges" means the charges payable by the Customer in connection with the Booking

"Contract" means the contract between the Customer and Generator in relation to the Booking

"Customer" means person who makes the Booking

"Guests" means the Customer and any third parties they invite to the Motel in connection with the Booking



"Motel" means the motel owned or operated by Motel Sunshine Coast, in the location of (17 North Street Caloundra QLD 4551) which is specified in the Booking.

# 2. BOOKINGS

**2.1** Customers can request Bookings via the Motel's website or by contacting the Motel's staff at the Motel. Customers can also book accommodation via online travel agents such as booking.com, expedia (OTA's)

**2.2** When requesting Bookings, Customers will be required to provide identification information including, but not limited to, their name, address, contact telephone number, email address and valid credit card details. An international Passport and Drivers License will be required to verify your identity at check in. This identification needs to match the credit or debit card used to pay for the booking.

**2.3** No request for a Booking should be deemed to be accepted unless and until the Motel confirms its acceptance and provides a booking reference, at which point the Booking will come into existence.

**2.4** Subject to clause 4 the Motel will use its reasonable endeavours to accommodate any request from the Customer to change the Booking Details but any request to change the dates or length of stay or add products and/or services will be subject to availability and the Customer paying for such increased length of stay and/or products and/or services at the Motel's standard rates from time to time.

**2.5** Group Bookings over 4 or more people will require prior consent from the motel.



#### **3. FEES AND PAYMENT**

**3.1** The Charges will be as quoted by the Motel to the Customer upon the Customer's request for a Booking.

**3.2** Unless otherwise agreed by the Motel, the Charges only cover the provision of accommodation at the Motel and the Customer may incur additional charges including, without limitation, charges for other services (the "Additional Charges").

**3.3** Motel Sunshine Coast has the right to charge a \$100 fee from the Guest if they breach the following: any damage to property, loss of the physical key or failure to follow <u>House Rules</u>.

**3.4** Customers will be informed of the amount of the Additional Charges before they are incurred.

**3.5** By making a booking the customer agrees to an automatic payment of the Charges in full 48 hours prior to the arrival date. At time of booking the customer must provide valid Credit Card details to secure the booking.

**3.6** Any Additional Charges must be paid either as they are incurred or, at the Motel's discretion, upon the Customer checking out of the Motel.

**3.7** The Motel reserves the right to pre-authorize credit cards for group booking or for all Bookings over peak periods without any written approval from the customer.

**3.8** The following payment methods are accepted by the Motel; Credit or Debit Cards (Visa and Mastercard).



**3.9** Payment fees are automatically charged when processing your payments. Credit card surcharge/payment fees are non-refundable and/or transferable.

**3.10** All Visa cards will incur a 2.19% payment fee.

**3.11** All Mastercard cards will incur a 2.18% payment fee.

**3.12** We reserve the right to change payment fees as they fluctuate with our merchant.

# 4. CANCELLATIONS & REFUNDS

**4.1** If you have booked a room through the use of a travel agency or an online travel agency (such as Booking.com, Expedia and Hotels.com), you must cancel or modify your booking through the agency that you used to make the booking.

**4.2** The Customer may cancel the Booking without charge if notice is given to the Motel at least 48 hours prior to 1400 hours (local time) on the Arrival Date. In which case the Motel will refund to the Customer all sums paid by the Customer in advance.

**4.3** Where the Customer fails to give sufficient notice of cancellation as per clause 4.1 or fails to arrive (no show) at the Motel, the entire Booking will be deemed cancelled and the already pre-charged or applicable rate amount due will apply.

**4.4** The Motel may at any time cancel a Booking if the Motel becomes unavailable due to circumstances outside the Motel's control in which case the Motel will pay the Customer a full refund of any Charges and any booking fee paid.



**4.5** The Motel may cancel the Booking if the payment details provided by the Customer are invalid or insufficient. The Motel will make all reasonable attempts to contact the Customer for alternative valid details.

## 5. CHECK IN AND CHECK OUT

**5.1** Check-in time at the Motel booked is from 2PM-onwards. Check-in prior to 2PM. may be available subject to availability. Guests will be given a link when completing our online check-in and our systems will notify them when their room / bed is ready. Guests may access communal facilities prior to check-in if required.

**5.2** Check-ins past 5PM are allowed however you must notify staff of your late arrival and ensure payment has been arranged. Late arrivals will be provided with an individual lockbox and code to access their personal key into the motel. Failing to notify staff of an arrival past 5PM will result in you having no access to your lockbox and therefore no access into the motel.

**5.3** Check-out time at the Motel booked is strictly 10AM. Later check-out times may be possible by prior arrangement with an additional charge and subject to availability. In the absence of such prior arrangement, failure to check-out by 10AM may result in the Customer being charged for an additional night's accommodation at the standard applicable rate.

#### 6. MOTEL RULES

**6.1** Valid photo identification in the form of a Driver License or Passport is required at check-in



**6.2** Customers are required to conduct themselves and ensure that their Guests conduct themselves in a reasonable and responsible manner at the Motel and must not act in any way which may disturb other guests. Failure to adhere to this requirement may result in Guests being asked to leave the Motel in which event all Charges and Additional Charges shall become immediately payable by the Guest

**6.3** Smoking and vaping is not permitted at any time inside the Motel.

**6.4** The Customer will be responsible for any loss or damage caused at the Motel by Guests or visitor of the Guest. The Guest may be liable for the Motel's cost of repairing, cleaning or replacing any property of the Motel which is damaged, soiled or lost by a Guest.

**6.5** No animals are allowed in the Motel with the exception of guide dogs and our own animals.

**6.6** The Motel does not accept bookings made by those under the age of 18. Under 18's, however, can stay in private rooms when accompanied by an adult over 18 years. Failure to adhere to this rule will result in automatic Cancellation with no refund given.

**6.7** Tampering with any fire protection device in or around the property including but not limited to fire detectors, fire sprinklers, fire hoses, extinguishers & fire doors will result in fines and / or damages. The use of any device to prevent guest room doors from closing are prohibited.

**6.8** Guests responsible for fire alarm activation will be responsible for the fines applied by the local Fire Department plus any additional costs and losses Motel Sunshine Coast incur, unless an actual fire emergency has occurred. Note, these alarms can be set off by things such as but not limited to hair dryers, hair straighteners, aerosol cans, steam from showers and tampering of alarms.



#### 7. FOOD AND DRINK

**7.1** Unless otherwise agreed by the Motel, the Charges do not include any food or drink.

**7.2** Customers and their Guests may not consume or store food and drinks (other than water, soft drink or items placed by the motel within the room) in their rooms. Alcohol may not be consumed in any room at any time.

#### 8. DISABLED GUESTS

**8.1** The Motel complies with all laws regulating the treatment of, and provision for, disabled Guests.

**8.2** Customers with any special requirements pertaining to a disability should inform the management team at the Motel prior to the Arrival Date.

**8.3** Wheelchair access - Please contact the motel information or before making a booking.

#### 9. PRIVACY DETAILS

**9.1** The Motel collects and handles your personal information in accordance with our <u>Privacy Policy</u> so that we can provide and administer our products and services including travel products, processing bookings, payments, check-ins and cancellations and provide you information about these. Without your information,



we may not be able to provide you with products and services and you may miss out on receiving valuable information from us. If you are located outside of Australia, please be aware that any information you provide to us, will be transferred from your country of origin to Australia and you consent to this transfer. We may disclose your personal information to third-party operators of 'travel deals' you have booked, to sponsors and partners when you enter a competition or promotion, when you become a member and to third-party service providers. These third parties may have servers located overseas such as in the USA and UK and you consent to these disclosures. If you are providing information on behalf of someone else, you confirm that you have the authority to do so, and you have given them the information set out in our <u>Privacy Policy</u> and they have not objected to our handling, use and disclosure of their personal information. You have a right to access the personal information that we hold and may ask us to update, correct or delete this. Our <u>Privacy Policy</u> contains more details on your rights and contact details for questions or complaints.

### 10. INDEMNITY

Motel Sunshine Coast hereby indemnifies and holds the company harmless from any and all claims for loss or damage to property or for personal injuries or death, or for loss from delay arising out of the acts, omissions or negligence of the Motel or any of its agents or independent contractors. ii. Motel Sunshine Coast agrees to indemnify and hold the Company harmless from any and all claims, losses, actions, demands, damages, costs, penalties, fines and expenses, including legal fees, resulting from, relating to or arising out of the following: A. any services rendered, or acts or omissions related to services performed by the Motel and/or the Motel's employees or agents for any guests or clients who may reserve any rooms or amenities; B. in connection with advertising or marketing materials provided to the Company by the Motel or any other alleged or other action by Motel and also from any claims, suits, loss, liability expense (including costs of suit and legal fees) and damages arising out of alleged or actual errors in connection with the information contained in the information provided by the Motel to the Guest.

Motel Sunshine Coast reserves the right to update these terms and conditions from time to time without notification.

Last updated on the 7/12/2023