



Mary MacKillop Heritage Centre

Accommodation TERMS AND CONDITIONS

1. HOW TO BOOK/QUOTES AND RESERVATIONS

- i. All bookings made via participating Websites or with Mary MacKillop Heritage Centre directly are made subject to these terms and conditions and 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 Mary MacKillop Heritage Centre under the booking once the booking is confirmed.
- ii. If booking via online travel booking sites, their terms and conditions will also apply.
- iii. Any prices, fees, deposit amounts or charges which are specified or referred to in these terms and conditions are in the same currency as the booking to which they relate.

2. DEFINITIONS

In these terms and conditions:

- i. "Child" has the meaning given in clause 17.
- ii. "Infant" has the meaning given in clause 17.
- iii. "Standard Booking" means a booking at Mary MacKillop Heritage Centre.
- iv. "You" and "Your" mean the person who is making the booking.

3. HOW TO BOOK/QUOTES AND RESERVATIONS

- i. When you check-in you may be asked to provide photographic identification.
- ii. If you are unable to provide such identification your booking may be cancelled, and you may be liable to pay Mary MacKillop Heritage Centre an amount equal to the full booking amount plus any other costs incurred by Mary MacKillop Heritage Centre in connection with the booking. Accordingly, any pre-payment you have made in relation to the booking will be forfeited to Mary MacKillop Heritage Centre under this term.

4. HOW TO BOOK/QUOTES AND RESERVATIONS

- i. Accommodation bookings may be made online or with Mary MacKillop Heritage Centre direct by calling 03 9926 9300 . Bookings are subject to the availability and applicable pricing of Mary MacKillop Heritage Centre at the time of the booking. Some conditions and/or exclusions may apply.
- ii. Parking is available on site at no extra cost and is subject to availability on a first in model. Bookings may be made online or with Mary MacKillop Heritage Centre direct by calling on 03 9926 9300. Some conditions and/or exclusions may apply.

- iii. Any confirmed price is subject to change if:
 - there is a change in or imposition of a government charge, tax or levy which entitles or necessitates Mary MacKillop Heritage Centre changing the price of your booking.
 - any details relating to your booking are amended, for example your dates of stay, your room type or the number of persons staying under your booking, in which case clause 8 will apply.
 - any dispute should be referred to Mary MacKillop Heritage Centre Management in writing within 14 days.

5. PAYMENT AND DEPOSITS

- i. Payments may be made by Visa, Mastercard, and Direct Deposits.
- ii. Payments may be made using a valid Gift Voucher issued by Mary MacKillop Heritage Centre.
- iii. Full payment for accommodation and parking is required in full at the time of check-in.
- iv. Unauthorised parking may result in your vehicle being removed at your own cost.
- v. If any deposit or final payment is not received by the due date, Mary MacKillop Heritage Centre reserves the right to cancel the booking and any monies paid by you in relation to your booking will be forfeited to Mary MacKillop Heritage Centre.
- vi. For bookings made with online travel agents, full payment is processed within 24hours prior to accommodation check in.
- vii. For Standard Bookings, you must provide a credit card pre-authorisation at the time of booking.
- viii. The pre-authorised amount is set aside by the card issuer for a period of up to 14 days from the date of pre-authorisation and it will affect your available funds balance or spending limit. For more information on this practice please contact your card issuer.
- ix. The credit card authorisation may be used to cover incidental items including but not limited to cancelation fees, parking, security bond or deposit, any damage incurred during your stay or cleaning charges in excess of the normal level of cleaning. It may be used after your departure.
- x. In the absence of a credit card, you may be required to provide a cash security deposit.
- xi. Once final payment of your booking has been made, confirmation will be sent to you via email.

6. RATES AND CHARGES

- i. The currency [\$AUD] applicable to any quoted rates will be specified with the quoted rate. All quoted rates are subject to change at any time until full payment is received.
- ii. Quoted rates are inclusive of all compulsory government or regulatory charges and taxes (for example GST) where applicable.
- iii. Unless otherwise stated, quoted rates only include accommodation and breakfast.
- iv. Some rates which are quoted are valid only for a minimum number of nights and if the number of nights included in your booking changes the rate may also change.
- v. For information on rates for Children, Infants, and extra persons, please refer to clause 17.
- vi. Parking is available on site at no extra cost and is subject to availability. Daily charges will apply in line with the check in and check out times.

7. REFUNDS

- i. Any amount paid by you to Mary MacKillop Heritage Centre for your booking (including deposits) shall be dealt with as stated in these terms and conditions.

8. AMENDMENTS

- i. All amendments are subject to the availability and applicable pricing of Mary MacKillop Heritage Centre at the time the amendment is requested.
- ii. Amendments for Standard Bookings may be requested within the following time frame 24 hours prior to your scheduled check -in time.
- iii. Amendments for online Travel Agents bookings are required to be done through online Travel Agents Website.
- iv. If amendments are requested outside the time frames specified in clause 8.ii) you may be charged a 100% cancellation fee in addition to the cost of your amended booking. Any reduction in the amount which is payable by you in such case will be at Mary MacKillop Heritage Centre 's absolute discretion (refer to clause 9).
- v. If the rate which applies to an amended booking is greater than the rate which applied to the original booking, you must pay the difference along with any amendment fee in full at the time the amendment is approved.

9. CANCELLATION

- i. For Standard Bookings made directly through Mary MacKillop Heritage Centre. If you cancel your booking the following charges will apply in relation to each booking:
- ii. Up to 72 hours prior to your scheduled check-in time: No cancellation fee will be applied and any deposit you have paid for your booking will be returned.
- iii. Up to 48 hours prior to your scheduled check-in time: a cancellation fee will apply, and you will be required to pay to Mary MacKillop Heritage Centre 50% of your booking less any amount which you have already paid.
- iv. Up to 24 hours prior to your scheduled check-in time: a cancellation fee will apply, and you will be required to pay to Mary MacKillop Heritage Centre the 66.67% of your booking less any amount which you have already paid.
- v. Within 24 hours of your scheduled check-in time: a 100% cancellation fee will apply, and you will be required to pay to Mary MacKillop Heritage Centre the full amount of your booking less any amount which you have already paid.
- vi. If you fail to make this payment, you consent to have the cancellation fee charged to the pre-authorized credit card amount.

10. NO-SHOWS OR TERMINATIONS

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 Mary MacKillop Heritage Centre the full amount of your booking less any amount which you have already paid.

11. CHECK-IN

- i. Standard check-in time is 2.00 pm.
- ii. Early check in is subject to availability and may incur an additional cost.
- iii. Guests are required to park at the allocated parking spot at the check-in time.

12. BEHAVIOUR

Mary MacKillop Heritage Centre has policies regarding acceptable behaviour while on the premises. Any guest[s] whose behaviour is deemed abusive, offensive, affected by alcohol or drugs, smoking, vaping will not be tolerated, and could be asked to leave. In the event of refusal of behavioural change, the police may be called.

Mary MacKillop Heritage Centre is a smoke free site, no smoking or vaping is permitted in any area of the grounds, in courtyard or within apartments. Fines may apply.

13. CHECK-OUT and LATE CHECK OUT

- i. Standard check-out time is 10:00 am.
- ii. If you wish to check-out later than the standard check-out time you must obtain approval from Reception.
- iii. Mary MacKillop Heritage Centre may approve a request for late check-out in their absolute discretion and this is subject to room availability. A surcharge may apply.
- iv. If you check-out after 2:00 pm, a charge equivalent to the full daily rate will apply to your booking.

14. ROOM ALLOCATION

- i. In the unlikely event that Mary MacKillop Heritage Centre cannot provide accommodation for which you have booked, Mary MacKillop Heritage Centre will at no additional expense to you relocate you into an alternative property of comparable quality and in a comparable location.
- ii. A full refund will be provided if you and Mary MacKillop Heritage Centre cannot agree on an alternative property.

15. ACCOMMODATION ROOMS AND APARTMENT SERVICING

- i. Bookings will include room servicing on availability.

16. CHILD POLICY

- i. For the purposes of this clause "Child" or "Children" means a person or persons aged between 2 years and 11 years; "Infant" means a person under the age of 2 years; and "Adult" means a person aged over 18 years. All ages will be determined from the date at which accommodation commenced.
- ii. Children and Infants sharing a room with their parents or guardians may do so free of charge if using existing beds and linen and not exceeding the maximum occupancy for the given room type.
- iii. Children and Infants may not stay in any room without an Adult.
- iv. Additional charges will apply if extra beds or linen (including rollaway) are required.

17. FACILITIES AND SERVICES

- i. Care is taken to ensure that the description of facilities and services of Mary MacKillop Heritage Centre is accurate. On occasion these may be taken out of service. If any feature/facility is essential to you in choosing Mary MacKillop Heritage Centre, it is your responsibility to confirm with Mary MacKillop Heritage Centre prior to making your booking that the feature/facility will be available during your stay.
- ii. To the extent permitted by law Mary MacKillop Heritage Centre is not liable for omissions, errors or changes to the facilities and services whether temporary or permanent.

18. SPECIAL REQUESTS

- i. Whilst Mary MacKillop Heritage Centre makes every effort to satisfy all special requests, Mary MacKillop Heritage Centre does not guarantee that special requests can be accommodated.

19. GIFT VOUCHERS

- i. Gift vouchers are not refundable or redeemable for cash.
- ii. Gift vouchers are valid for 3 years from the date of issue.
- iii. Gift vouchers are to be treated like cash and if they are defaced, mutilated, altered, lost, or stolen they will not be replaced, refunded or redeemed.
- iv. Mary MacKillop Heritage Centre does not accept any responsibility for lost or stolen gift vouchers.

20. UNACCOMPANIED MINORS

- i. All guests under the age of 18 must be accompanied by a responsible adult such as a parent, step-parent, guardian or other adult who has parental rights and responsibilities for the under 18-year-old guest.
- ii. If a guest is found to be a person under the age of 18 who is not accompanied by a responsible adult Mary MacKillop Heritage Centre may cancel the guest's booking and the full booking amount may be forfeited to Mary MacKillop Heritage Centre under this clause.

21. THIRD PARTY PRODUCTS AND SERVICES

- i. Third party products or services are sometimes sold together with accommodation provided by Mary MacKillop Heritage Centre. In such circumstances the third party is entirely responsible for supplying the products or services to you and any involvement Mary MacKillop Heritage Centre has in facilitating your booking with the third party is as the third party's agent. Mary MacKillop Heritage Centre is in no way the supplier of the products and services and to the extent permitted by law Mary MacKillop Heritage Centre is not liable for any failure by the third party to provide the products or services, nor for any act, error, omission, default, or negligence of the third party.
- ii. Mary MacKillop Heritage Centre does not warrant the accuracy of any information, statements or representations made by third parties.

22. RELEASE, INDEMNITY AND PROPORTIONATE LIABILITY

- i. To the extent permitted by law, you agree to release, indemnify and hold harmless Mary MacKillop Heritage Centre and its current and former officers, employees, contractors, sub-contractors / consultants (including their respective employees and contractors) and agents against, from and in respect of all expenses, costs, liabilities, claims, actions, proceedings, damages, judgements and losses of any kind whatsoever (including but not limited to consequential and economic losses, property loss / damage and damages for injury, including personal injury and death) arising out of, caused by, attributable to or resulting from your booking except to the extent such expense, cost, liability, claim, action, proceeding, damage, judgement or loss arose out of, was caused by, attributable to or resulted from Mary MacKillop Heritage Centre negligence, wrongful act/omission or breach of these terms and conditions.
- ii. To the extent permitted by law the aggregate of Mary MacKillop Heritage Centre's liability to you is limited to an amount not exceeding the amount paid by you for your booking.
- iii. Each indemnity in these terms and conditions is a continuing and independent obligation and survives the termination or expiry of these terms and conditions.

23. CONSUMER LAW

- i. To the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities, and other terms implied or conferred by statute, custom or the general law that impose any liability or obligation on Mary MacKillop Heritage Centre are excluded under these terms and conditions.
- ii. Nothing contained in these terms and conditions excludes, restricts, or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law or under any international consumer protection legislation, provided that, to the extent that such law permits Mary MacKillop Heritage Centre to limit its liability, then Mary MacKillop Heritage Centre's liability is limited to:
- iii. In the case of services, supplying the services again or payment of the cost of having the services supplied again; and
- iv. in the case of goods, replacing the goods, supplying equivalent goods or repairing the goods, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.

24. EVENTS BEYOND CONTROL

- i. Mary MacKillop Heritage Centre is not responsible for any loss arising out of any occurrences or conditions beyond its control, including but not limited to acts of terrorism, act of God, defects in vehicles, war, strikes, theft, delay, cancellation, civil disorder, disaster, pandemics, Government regulations or changes in itinerary or schedule.
- ii. All travel documents, observance of laws and Government regulations are your responsibility.

26: PARKING

Mary MacKillop Heritage Centre provides undercover and secure parking for the use of our guests when choosing to use the parking facilities. Please consider the following terms and conditions carefully when choosing to use the parking facilities. By entering the carpark, you agree to be bound by these terms and conditions.

- i. You must comply with all the signs, directions and MMHC Site Rules whilst using the carpark.
- ii. Bookings must be made prior to arrival
- iii. Parking must be in the allocated parking bay
- iv. Parking must be in designated areas without causing any obstruction in the carpark,

Other than the statutory rights provided by the Australian Consumer Law (ACL), MMHC car park is used at your own risk. Subject to ACL, MMHC will not accept responsibility and is not liable for a vehicle on site in relation to:

- i. Personal injury to or death by you or any person.
- ii. Limitation of Liability and Indemnity
- iii. Theft, loss, damage to the vehicle, its parts, or accessories

27. USE OF INFORMATION

- i. You consent, unless otherwise notified at Check-in, to information which you have provided to Mary MacKillop Heritage Centre as part of your booking being used by for the purpose of informing you about offers and promotions which relate to Mary MacKillop Heritage Centre.
- ii. Mary MacKillop Heritage Centre will not provide or disclose any information you have provided to Mary MacKillop Heritage Centre to any person or entity without your prior written consent.
- iii. Upon request by you and to the extent permitted or required by law, Mary MacKillop Heritage Centre will provide you with access to and/or the ability to correct your personal information. Only the person who made the booking will be entitled to access and/or correct personal information pertaining to that booking.

28. GENERAL

- i. The terms and conditions are governed by and will be construed in accordance with the laws of the State of New South Wales, Australia.
- ii. If part or all of any clause of these terms and conditions is illegal, invalid, or unenforceable then it will be read down to the extent necessary to ensure that it is not illegal, invalid, or unenforceable, but if that is not possible, it will be severed from these terms and conditions and the remaining provisions of these terms and conditions will continue to have full force and effect.