



## Mary MacKillop Place Accommodation TERMS AND CONDITIONS

### 1. HOW TO BOOK/QUOTES AND RESERVATIONS

- i. All bookings made via participating Websites or with Mary MacKillop Place 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 Place under the booking once the booking is confirmed.
- ii. If booking via your Travel Agent or other 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 Place.
- 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 Place an amount equal to the full booking amount plus any other costs incurred by Mary MacKillop Place in connection with the booking. Accordingly, any pre-payment you have made in relation to the booking will be forfeited to Mary MacKillop Place under this term.

### 4. HOW TO BOOK/QUOTES AND RESERVATIONS

- i. Accommodation bookings may be made online or with Mary MacKillop Place direct by calling Anderledy Reservations on 02 8912 4800. Bookings are subject to the availability and applicable pricing of Mary MacKillop Place at the time of the booking. Some conditions and/or exclusions may apply.
- ii. Parking is available on site at an extra cost and is subject to availability at the time of booking. Bookings may be made online or with Mary MacKillop Place direct by calling Anderledy Reservations on 02 8912 4800. 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 Place 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 Place Management in writing within 14 days.

## **5. PAYMENT AND DEPOSITS**

- i. Payments may be made by Visa, Mastercard, American Express and Direct Deposits.
- ii. Payments may be made using a valid Gift Voucher issued by Mary MacKillop Place.
- 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. Parking beyond the allocated timeslot will incur additional charge.
- vi. If any deposit or final payment is not received by the due date, Mary MacKillop Place reserves the right to cancel the booking and any monies paid by you in relation to your booking will be forfeited to Mary MacKillop Place.
- vii. For bookings made with online travel agents, full payment is processed within 24 hours prior to accommodation check in.
- viii. For Standard Bookings, you must provide a credit card pre-authorisation at the time of booking.
- ix. 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.
- x. The credit card authorisation may be used to cover incidental items including but not limited to cancellation 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.
- xi. In the absence of a credit card, you may be required to provide a cash security deposit.
- xii. 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 an 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 Place 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 Place 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 Place'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 Place. 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 Place 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 Place 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 Place 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 Place 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 Place 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.

## **13. GUEST PORTAL**

- i. Guest Portal check-in is available 24 hrs prior to your stay, however physical arrival to MMP must still be made after 2:00pm on the 1st day of your booking. Please refer to Clause 11.
- ii. All pages of the portal must be completed satisfactorily in full to finalise check in. MMP reserves the right to refuse the booking if unsatisfactory and you may be charged in part or full for the booking duration.
- iii. Any last-minute adjustments must be made directly to the MMP Reception via telephone and are subject to reasonable request and availability.
- iv. Identity proof may be required at check-in. Please refer to Clause 3.
- v. NSW Covid Safe Check-in will be required at Reception.
- vi. Should you not arrive for your booking after you have checked in online charges will occur. Please refer to Clause 10.
- vii. Guest Portal does not support online check-out or late check-out at this time and as such all check-outs must be made via Reception. Please refer to Clause 14.

## **14. 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 Place 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.

## **15. ROOM ALLOCATION**

- i. In the unlikely event that Mary MacKillop Place cannot provide accommodation for which you have booked, Mary MacKillop Place 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 Place cannot agree on an alternative property.

## **16. ACCOMMODATION ROOMS AND APARTMENT SERVICING**

- i. Bookings will include daily room servicing.
- ii. Room refresh service only will occur on Public Holidays.

## **17. 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.

## **18. FACILITIES AND SERVICES**

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

## **19. SPECIAL REQUESTS**

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

## **20. 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 Place does not accept any responsibility for lost or stolen gift vouchers.

## **21. 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 Place may cancel the guest's booking and the full booking amount may be forfeited to Mary MacKillop Place under this clause.

## **22. THIRD PARTY PRODUCTS AND SERVICES**

- i. Third party products or services are sometimes sold together with accommodation provided by Mary MacKillop Place. In such circumstances the third party is entirely responsible for supplying the products or services to you and any involvement Mary MacKillop Place has in facilitating your booking with the third party is as the third party's agent. Mary MacKillop Place is in no way the supplier of the products and services and to the extent permitted by law Mary MacKillop Place 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 Place does not warrant the accuracy of any information, statements or representations made by third parties.

## **23. RELEASE, INDEMNITY AND PROPORTIONATE LIABILITY**

- i. To the extent permitted by law, you agree to release, indemnify and hold harmless Mary MacKillop Place 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 Place negligence, wrongful act/omission or breach of these terms and conditions.
- ii. To the extent permitted by law the aggregate of Mary MacKillop Place'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.

## **24. 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 Place 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 Place to limit its liability, then Mary MacKillop Place'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.

## 25. EVENTS BEYOND CONTROL

- i. Mary MacKillop Place 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 Place 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 MMP 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), MMP car park is used at your own risk. Subject to ACL, MMP 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 Place as part of your booking being used by for the purpose of informing you about offers and promotions which relate to Mary MacKillop Place.
- ii. Mary MacKillop Place will not provide or disclose any information you have provided to Mary MacKillop Place 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 Place 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.