



CORPORATE APARTMENTS

TERMS AND CONDITIONS (V. 09-11)

These Corporate Apartment Terms and Conditions form part of the Licence to Occupy. Signing of the Licence to Occupy confirms acceptance of the terms and conditions as follows:

Weekly Rental Rate

The weekly rental rate covers the cost of the property including furnishings and utilities (electricity, gas, water). Other inclusions are itemised in the Licence to Occupy. There may be additional charges for housekeeping and any extra services requested by the Guest or Client Company. Discounted rates only apply for stays of 3 months or more when committed to on the Licence to Occupy.

Security Deposit

A security deposit equivalent to two weeks rental is payable for all Corporate Keys apartments. The purpose of this deposit is to cover any damages or breakages that may occur during the Guest's stay. The deposit will be refunded within 10 working days after the confirmed date of vacate following Corporate Keys inspection of the property and settlement of all accounts owing. Under no circumstances is this security deposit to be deducted from any outstanding invoice.

As Corporate Keys does not keep cash on its premises, security bond refunds will not be made in cash. Refunds will only be made by funds transfer or credit card.

Payment Terms

All ongoing monthly charges are consolidated into one, itemized invoice that includes rent for the coming 4 week period plus any additional services charges. Payment of the first rental invoice is required with the signed Licence to Occupy. Subsequent invoices are payable on or before the due date and are payable in advance of the rental period detailed on the invoice. The property will be held for 24 hours pending the return of the signed Licence to Occupy and payment.

Payment can be made by funds transfer and approved major credit cards (MasterCard, VISA, American Express). Payments made by credit card will be automatically charged to the authorized credit card following provision of a tax invoice. Payments made by credit card will attract a 2% surcharge on the gross rental amount.

Corporate Keys Staff are prevented by Occupational Health & Safety Standards from meeting clients to accept cash payments. No exceptions will be made.

Default of Payment

A Default of Payment occurs if the Guest or client company does not comply with any payment obligation under the Licence to Occupy and these Terms and Conditions. If a default occurs, Corporate Keys may end this Licence to Occupy by giving 24 hours written notice to the Guest. Written notice will be given by email and by hand delivered letter to the property.

Upon expiration of the 24 hour period from service of the written notice as detailed above, locks will be changed and the costs thereof charged to the Guest or client company. If this Licence to Occupy is ended, the Guest and the client company indemnifies Corporate Keys against any liability or loss arising and any cost incurred in connection with the Guest/client company breach of the Licence to Occupy and these Terms and Conditions thereto. Default of payment will occur five (5) business days following the invoice due date unless written authorisation of late payment has been given by Corporate Keys. On default of payment, access to the property will be denied until full payment is made. Access can only be reactivated during business hours. Any goods left in the apartment will be removed and stored by Corporate Keys for a period of three months. The guest may recover these goods at the guest's cost, after which time Corporate Keys reserves the right to dispose of the goods in any manner it sees fit and shall not be liable to the Guest for any loss suffered to the Guest as a result.

Legal Capacity

The Guest or client company signatory acknowledges that they are at least 18 years of age and have full capacity to enter into this Licence to Occupy. The primary Guest residing in a Corporate Keys apartment must be over 18 years of age and the person signing this Licence to Occupy hereby acknowledges that this condition shall be satisfied at all times, otherwise this contract shall be immediately terminated by Corporate Keys under the Default and Termination Clause detailed below.

Cancellation Charges

In the event of a booking being cancelled more than 14 days prior to the arrival date, a cancellation fee equivalent to one night's rental will be charged to cover administration costs. In the event of a booking being cancelled less than 14 days prior to the arrival date, a cancellation fee equivalent to one week's rental will be charged.

Guest Arrival

Each apartment is entitled to one complementary meet-and-greet appointment. Corporate Keys will monitor flight arrival times and will endeavour to move the appointment to incorporate unexpected delays. In the event that the guest fails to arrive at the scheduled time or give reasonable notice of a change in arrival details, it is the guest's responsibility to request a new meet-and-greet appointment. The cost of the new appointment will be charged to the guest.



Extended Stay Discount

All bookings with Corporate Keys are secured on a specific rate for length-of-stay basis. Should the Guest receive an extended stay discount but not stay the minimum duration specified on the Licence to Occupy, then the non-discounted rate of will apply, backdated to the date of arrival.

Notice to Vacate

A minimum of 28 days notice to vacate is required in writing. Should the Guest depart the property without providing 28 days notice the Guest shall continue paying the weekly rental until the 28 day notice period has been served. The property shall be vacated strictly by 10.00am on the day of departure..

Once the vacate date has been confirmed, the Guest shall allow Corporate Keys' Consultants access to the property during 8.00am and 6.00pm Monday to Friday with a minimum of 24 hours notice, to show the property to a potential future guest, for such reasonable time as required.

Guest Numbers per Property

Corporate Keys allows a maximum occupancy of 2 people in a 1 bedroom property and 4 people in a 2 bedroom property. Variations from this must be agreed with Corporate Keys in writing prior to tenancy. All Guests who are residing in the property must be detailed on the Licence to Occupy. Any changes to the occupants of the property must be advised to Corporate Keys in writing, and Corporate Keys reserves its right to not approve any new occupants in its absolute discretion.

Utilities (Electricity, Gas, Water)

Connection of utilities and reasonable ongoing usage charges are included in the weekly rental rate. Electricity usage charges are capped at NZ\$5.00 per day. Should electricity usage be in excess of this, an additional charge will be levied, and a copy of the account will be provided.

Telephone

All of our properties are fitted with a landline telephone. Local and national calls are included in the weekly rental. If the apartment is enabled for other types of calls, any calls made will be charged at the rates detailed on your Licence to Occupy.

Keys

Unless otherwise agreed, Corporate Keys will provide 1 key per adult guest not to exceed 2 keys per property. If at any time keys are lost, Corporate Keys shall be notified immediately to cancel security access and to organise a replacement. For security purposes, lost keys will require that the property locks be changed, and the Guest shall be liable for the cost of the locksmith and replacement cost of the keys and swipes. After hours lockouts will incur a minimum fee of NZ\$150, and up to NZ\$250.

Car Parking

One residential car park is provided with all First Class rated properties. Car parking for Business and Premium Economy Classes will attract a fee per 7 night period per car park. Minimum charge is 7 nights. Car parking is not available at all properties and is subject to availability.

Personal Belongings

The Guest acknowledges that Corporate Keys is not responsible for insuring the Guest's personal belongings. The Guest's personal belongings are at the risk and responsibility of the Guest. The Guest undertakes to make their own arrangements for the prevention of damage or destruction to the Guest's belongings. The Guest acknowledges that it is not entitled to make any claim for damages, compensation or loss of whatsoever nature against Corporate Keys for any loss or damage to the Guest's belongings. The Guest undertakes to take reasonable precautions to secure the property and their contents from theft, keep all windows and doors locked when the property is not occupied and comply with Corporate Keys directions for the use and return of keys.

Non Smoking

The Guests acknowledge that Corporate Keys properties are all classed as non-smoking. Accordingly, should the Guest or the Guest's visitors smoke in the property or on a balcony with a window or door open, the Guests will be liable and bear all costs associated with removing odour from the property and fixtures, not limited to steam cleaning carpets, furniture and window coverings. A minimum charge of NZ\$350 applies.

Smoke Alarms

Smoke alarms in the property must be functioning at all times. If the smoke alarm is beeping, even occasionally, please contact Corporate Keys immediately as this is indicative of a fault. It is illegal to remove or disable a smoke alarm.

If the stove is fitted with a range hood, it is strongly suggested that this is used when any cooking is carried out. Smoke alarms that are activated by the Guest that incur costs for attendance of the Fire Brigade are payable by the Guest.

Fire sprinklers have been installed in most apartments. Under no circumstances is the guest to hang any item from the sprinkler or obstruct them in any way.

Exit Clean

An exit clean is payable on departure. The exit clean fee quoted is based on the assumption that the property vacated is left in a clean and tidy condition. Corporate Keys reserves the right to charge the Guest for any additional time and services required.



Cleaning

Corporate Keys can provide a housecleaning and linen change service upon request. A minimum of 48 hours notice is required to book a cleaning service.

Should the Guest not require a housecleaning or linen service, the Guest must ensure that the linen is cared for and that white towels and sheets are washed separately from coloured materials. Any linen that is unable to be returned to reasonable condition at the end of the tenancy will be charged for.

Due to external cleaning contractor requirements, should the Guest cancel or postpone a cleaning service, after 12 noon on the day before or on the scheduled day of the cleaning service, the full cleaning service charge will apply.

Condition of the Premises

Corporate Keys will make sure that the premises are maintained in good repair. The Guest is required to make sure that care is taken to avoid damaging the property, car parking, storage area and any common areas and keep the property in a clean condition during the period of occupancy. Corporate Keys reserves the right to conduct inspections of all properties at any time without notice to ensure compliance with this requirement. The Guest shall not use or allow the property to be used for any illegal purpose nor allow any animals or pets on the property.

Furnishings that are removed, become damaged, stained or suffused with cooking smells or other odours will result in the Guest incurring additional costs to cover the cost of repair, replacement or specialist cleaning of such items.

Body Corporate Rules

As Corporate Keys apartments are located in residential buildings with common property, Corporate Keys and all Guests are bound by the Body Corporate rules. The Guest agrees to abide by the rules of the Body Corporate at all times where a Body Corporate exists. Failure to abide by these rules may result in termination of the Licence to Occupy. A copy of the Body Corporate rules is located in your apartment for reference. You must familiarise yourself with these Rules to ensure compliance at all times.

Sale of Premises by Owner

Should the owner of the property enter into an unconditional contract for the sale of any property which is the subject of a lease between the landlord and Corporate Keys, Corporate Keys reserves its right to give written notice to any affected Guest, with a minimum of 28 days written notice to vacate the property, and move the Guest to another apartment of similar nature, subject to availability.

Notice to Inspect the Property

The Guest shall allow Corporate Keys' Consultants access to the property during 8.00am and 6.00pm 7 days per week with a minimum of 24 hours written notice, access to undertake a scheduled property inspection or show the property to a potential future tenant or buyer, for such reasonable time as required.

Apartment Maintenance

The Guest shall allow Corporate Keys' Consultants access to the property during 8.00am and 6.00pm, 7 days per week, for the purpose of repairs and/or maintenance. Corporate Keys will notify the Guest in writing prior to access.

Property Maintenance and Repair/ Replacement Works

(a) In the event that necessary building property maintenance work is required to be undertaken by a third party, the Guest acknowledges that non-essential and essential services such as electricity and water may not be operative for the duration of the maintenance work period. The Guest acknowledges and agrees that they will not make any claim for damages, compensation or loss of whatsoever nature and which shall cover any loss associated with paragraph (b) below against Corporate Keys for any loss or damage which may have been caused directly and indirectly.

(b) In the event that any equipment or services, including but not limited to washing and drying facilities, air-conditioning, heating, telephone, internet, TV and car parking are temporarily disrupted for whatever reason, the terms of clause (a) above apply in all respects in relation to the liability of Corporate Keys. Corporate Keys shall endeavor to ensure that such property related services are resumed as soon as possible.

Default and Termination for Breach of Terms and Conditions

Breach of any of these Terms and Conditions may result in immediate termination of the Licence to Occupy and immediate eviction. Written notice will be given by email and by letter addressed to the Guest and placed on the outside of the door to the apartment. Locks will be changed. If this Licence to Occupy is ended due to breach of terms and conditions the Guest and the client company indemnifies Corporate Keys against any liability or loss arising and any cost incurred in connection with the Guest's breach of the Licence. The guest is responsible for all costs incurred including but not limited to rental to the 28 day notice period, changing of locks, damage to the property and additional cleaning, legal or other costs incurred as a result of the breach.

Jurisdiction

The parties agree that the applicable law of this agreement is that of the state of Victoria in Australia.