



CORPORATE KEYS RESIDENCES

TERMS AND CONDITIONS (v. 29-08)

These Corporate Keys Residence 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, a weekly cleaning service and utilities. There may be additional charges for 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 is payable for all Corporate Keys Residences. The purpose of this deposit is to cover any damages or breakages that may occur during the Guest's stay. The deposit, less the exit clean fee, will be refunded within 10 working days after the confirmed date of vacate, following inspection of the property and settlement of all accounts owing. In the event of shortfall the Guest undertakes to pay such shortfall to Corporate Keys immediately on demand. Corporate Keys reserves the right to take legal action against the Guest or Client Company for recovery of such shortfall. 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, credit card or refund cheque.

Payment Terms

Corporate Keys Residence property accounts are on a room only basis unless specified in the Licence to Occupy. 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 EFTPOS and approved major credit cards (MasterCard, VISA). 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.

It is the policy of Corporate Keys that all cash payments are made only at the premises of Corporate Keys during standard office hours. 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, access will be restricted 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 Residence 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 prior to arrival a cancellation fee will apply, this is stated in your Licence to Occupy.

Guest Arrival

On arrival Corporate Key Residence require photo identification and a credit card pre-authorisation for any additional services.

Extended Stay Discount

All bookings with Corporate Keys Residence 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

The minimum notice period to vacate specified in your Licence to Occupy is required in writing. Should the Guest depart the property without providing the required notice the Guest shall continue paying the weekly rental until the required 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.

Telephone

A telephone connection is included in all properties. Outgoing calls are charged at hotel rates.

Keys

Unless otherwise agreed, Corporate Keys Residence 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 fee.

Personal Belongings

The Guest acknowledges that Corporate Keys Residence 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 or the resident operator 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 Residence 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 charge applies.

Smoke Alarms

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

Where 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. The exit clean will be deducted from the security deposit unless alternative arrangements have been agreed with Corporate Keys.

Cleaning

A weekly cleaning service is included in the weekly rental rate. This service will take place Monday to Friday. In the event of a public holiday falling on your scheduled day of service it will then be undertaken on the following business day. The weekly clean includes a linen and towel refresh and general clean. The cleaning staff are not responsible for dishes, pots, pans, oven and microwave.



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 unless otherwise stated.

Furnishings and fixtures 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.

Residence Rules and Regulations

The Guest agrees to abide by the rules of the residence at all times. Failure to abide by these rules may result in termination of the Licence to Occupy. A copy of the residence rules and regulations will be provided on arrival. You must familiarise yourself with these Rules to ensure compliance at all times.

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. For emergency maintenance the Residence operator retains the right to enter the property immediately and to advise the Guest after the fact that the property was entered.

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, cable 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.