

1. IMPORTANT

- a. Please read these terms and conditions carefully.
- b. All bookings made via Participating Websites or with Coppersmith Hotel 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 the Coppersmith under the booking once any payment is made in relation to the booking.
- c. Bookings may also be governed by and subject to additional terms and conditions. These terms and conditions may relate to items such as payments, deposits and cancellations.
- d. If booking via your Travel Agent the terms and conditions provided by your Travel Agent will apply to your booking and you should ask your Travel Agent for a copy of these terms and conditions.
- e. 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. "Advance Purchase Booking" means a booking at any Participating Property which is advertised as an Advance Purchase Booking or which you have been notified by Coppersmith is an Advance Purchase Booking or which is listed on a Participating Website as an Advance Purchase Booking.
- ii. "Best Available Rate" means the best rate available on any given day.
- iii. "Child" has the meaning given in clause 18.
- iv. "Booking Credit" means credit which may be applied to future accommodation or accommodation package bookings with Coppersmith subject to clause 12.
- v. "Infant" has the meaning given in clause 19.
- vi. "Coppersmith" means Southbank Leisure Group Pty Ltd trading as Coppersmith Hotel
- vii. "Peak Season Booking" means a booking at Coppersmith Hotel any Participating Property which is advertised as a Peak Season Booking or which you have been notified by Coppersmith is a Peak Season Booking or which is listed on a Participating Website as a Peak Season Booking.
- viii. "Standard Booking" means a booking at the Coppersmith other than an Advance Purchase Booking.
- ix. "You" and "Your" mean the person who is making the booking.

3. Photographic Identification

When you check-in you may be asked to provide photographic identification.

- a. If you are unable to provide such identification your booking may be cancelled and you may be liable to pay Coppersmith an amount equal to the full booking amount plus any other costs

incurred by Coppersmith in connection with the booking. Accordingly, any pre-payment you have made in relation to the booking will be forfeited to Coppersmith under this term.

4. How To Book / Quotes and Reservations

. Bookings can be made online via any of the Coppersmith Website or with Coppersmith direct by calling on 03 8696 7777 or + 61 3 8696 7777 if calling from overseas.

a. Advance Purchase Bookings may be made online via any of the Participating Websites or by ringing the hotel direct.

b. Bookings are subject to the availability and applicable pricing at the time of the booking and some conditions and/exclusions may apply including but not limited to minimum stay requirements.

c. Any quote given is an estimate only of price and the price will only be confirmed once a payment is made on the booking and you receive written advice from Coppersmith that the payment has been received and the booking has been confirmed.

d. Any confirmed price is subject to change if:

- a payment which is due on a booking is not received by Coppersmith by the date the payment is due; or
- there is a change in or imposition of a government charge, tax or levy which entitles or necessitates Coppersmith 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 9 will apply.

e. If the price of a booking is changed under clause 4.6 you may pay the new price for your booking or cancel your booking and receive a full refund.

f. If you reasonably believe a written confirmation or invoice which has been provided to you is incorrect, you can request that Coppersmith reissue that written confirmation or invoice and you may either pay the amount specified on the reissued written confirmation or invoice by the date which it is specified as being due, or cancel your booking.

5. Payment

. Payments may be made by Visa and Mastercard via our website. To book via American Express ring 03 8696 7777, Australian Dollar.

a. Coppersmith accepts no responsibility for monies paid by you to a travel agency until cleared funds are received in the bank account of Coppersmith Hotel.

6. Deposit and Final Payment

. For bookings other than Advance Purchase Bookings, a deposit of one night rate must be received immediately to confirm your booking and if the total cost of your booking is less than \$200, full payment is required at the time of booking.

a. All final payments must be paid at the time of check out.

b. For Advance Purchase Bookings a non-refundable payment of the entire amount payable per room must be received immediately at the time of booking to confirm your booking.

7. Rates and Charges

The currency 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.

- a. Quoted rates are inclusive of all compulsory government or regulatory charges and taxes (for example GST) where applicable.
- b. Quoted rates do not include transport to or from the Property or items of a personal nature including but not limited to laundry, telephone, taxis, room service, meals or transfers, airport taxes), unless otherwise indicated.
- c. If you have been quoted a rate that includes meals and or transport you should contact the Coppersmith to obtain details of these inclusions.
- d. 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.
- e. For information on rates for Children, Infants and extra persons, please refer to clauses 18 and 19.

8. Refunds

To the extent permitted by law any amount paid by you to Coppersmith for your booking is non-refundable unless stated otherwise in these Terms and Conditions.

- a. The balance of any monies paid by you after any applicable fees or other amount you owe to Coppersmith has been deducted will be held by Coppersmith as Booking Credit which subject to clause 12 may be applied to any future bookings you make with Coppersmith within 12 months from date of issue.

9. Amendments

All amendments are subject to the availability and applicable pricing at the time the amendment is requested.

- a. Amendments for Standard Bookings may be requested within the following time frames:
 - up to 48 hours prior to your scheduled check-in time.
- b. Amendments for Peak Season Bookings may only be requested up to 14 days prior to your scheduled check-in time.
- c. Amendments cannot be made to Advance Purchase Bookings and if you require an Advance Purchase Booking to be amended you will forfeit all amounts which have been paid to Coppersmith in relation to such booking and will also be charged at the applicable rate for the cost of your new booking.
- d. If amendments are requested outside the time frames specified in clause 9.2 or 9.3 you may be charged a 100% cancellation fee in addition to the cost of your amended booking and any reduction in the amount which is payable by you in such case will be at the Coppersmith's absolute discretion.

Within 14 days of your scheduled check-in time: by calling 03 8696 7777.

- e. The following charges will apply to amendments requested and approved:

- Up to 48 hours prior to your scheduled check-in time via the Website or by phone: no amendment fee will apply.

10. Cancellation

If a booking is cancelled any non-refundable deposit or payment which you have paid will not be refunded and additional cancellation charges may apply under this clause 10.

a. For Standard Bookings (non-peak) if you cancel your booking the following charges will apply in relation to each booking:

b. Up to 48 hours prior to your scheduled check-in time: No Charge.

c. Within 48 hours of your scheduled check-in time: a 100% cancellation fee will apply and your one day deposit will be forfeited.

d. For Peak Season Bookings, if you cancel your booking the following charges will apply in relation to each room you have booked:

e. Up to 7 days prior to your scheduled check-in time: a \$200 cancellation fee.

f. Within 7 days of your scheduled check-in time: a 100% cancellation fee will apply and you will be required to pay to Coppersmith the full amount of your booking fee less any amount which you have already paid.

g. Any cancellation fees payable by you will be deducted from any monies paid by you to Coppersmith and if insufficient funds are available, Coppersmith may charge the credit card details you provided at the time of making your booking.

h. Where applicable the balance of any monies paid by you after any applicable cancellation fee has been deducted will be held by Coppersmith as Booking Credit which subject to clause 12 may be applied to any future bookings you make with Coppersmith within a twelve months from issue.

i. Where applicable the balance of any monies paid by you after any applicable cancellation fee has been deducted will be held by Coppersmith as Booking Credit which subject to clause 12 may be applied to any future bookings you make with Coppersmith.

11. 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 Coppersmith the full amount of your booking less any amount which you have already paid.

12. Booking Credit

If you are issued with Booking Credit to be applied to future accommodation or accommodation package bookings with Coppersmith such credit will be valid for twelve months from the day the booking is cancelled.

a. Booking Credit may only be used to pay for the accommodation portion of your booking and may not be used for non-accommodation items such as restaurants, car parking, transfers, laundry, tours or taxes not included in accommodation rates.

b. To redeem Booking Credit you must make your booking via Coppersmith by calling 8696 7777

c. Any stay to be fully or partly paid for using Booking Credit must be booked and paid for in full prior to the expiry of the 12 month validity period.

d. Any Booking Credit not redeemed at the expiry of the 12 month validity date will be forfeited in its entirety to Coppersmith.

13. Check in: Standard

. Standard check-in time is 2:00pm but if you require check in earlier than 2:00pm please phone us on 03 8696 7777 prior to your scheduled check-in.

14. Check-out: Standard

. Standard check-out time is 11:00am

15. Late Check-out

. If you wish to check-out later than the standard check-out time you must obtain approval from Coppersmith management.

a. Property management may approve a request for late check-out in their absolute discretion.

- if you check-out after 2pm a charge equivalent to the full daily rate which applies to your booking.

- if you check out before 12:00 noon with prior approval from property management no surcharge will apply;

- if you check-out between 12:00 noon and 1:00pm a surcharge of \$60.00;

- if you check-out between 1:00pm and 2:00pm a surcharge of \$100.00; or

- if you check-out after 2pm a charge equivalent to the fully daily rate which applies to your booking.

16. Security Deposits

. You must provide a credit card authorisation when you check-in.

a. This authorisation may be used to cover incidental items including but not limited to telephone charges, security bond or deposit for any breakages or damage incurred during your stay or cleaning charges in excess of the normal level of cleaning.

b. The pre-authorisation process validates your credit card, and protects both the cardholder and merchant from increasing fraud incidents.

c. 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 the pre-authorisation will affect your available funds balance or spending limit. For more information on this practice please contact your card issuer.

d. Once a pre-authorisation has been made, Coppersmith cannot release, remove or lower the authorised amount, until we process the final account on departure. This is a restriction imposed by the card issuer, and cannot be negotiated.

e. Where a credit card is not available a minimum \$200.00 cash deposit will be required on check-in.

17. Room Allocation

. In the unlikely event that Coppersmith cannot provide accommodation, Coppersmith will at no additional expense to you relocate you into an alternative property which in the reasonable opinion of Coppersmith is of comparable quality and in a comparable location.

a. Should you wish to be relocated to an alternative property other than the property chosen by Coppersmith under this term, you will be required to pay any difference in price between the Coppersmith's choice of property and your chosen property.

b. If you and Coppersmith cannot agree on an alternative property under this clause then you may request Coppersmith cancel your booking and issue you with a Booking Credit for the full amount of that booking less any amounts which you owe to Coppersmith.

c. If you and Coppersmith cannot agree on an alternative property under this clause and you do not wish to be issued a Booking Credit under clause 18.4 then you may request that Coppersmith cancel your booking and provide you with a refund for the full amount of that booking less any amounts which you owe to Coppersmith.

18. Child Policy

For the purposes of this clause "Child" or "Children" means a person or persons aged between 3 years and 12 years; "Infant" means a person aged between 0 and 2 years; and "Adult" means a person aged over 18 years. All ages will be determined from the date at which accommodation commenced.

. Subject to sub paragraph 19.1, 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.

a. Children and Infants may not stay in any room without an Adult.

19. Extra Person Policy

. Persons aged over 10 years will be charged Extra Person rates for each person staying in a room which exceeds the maximum occupancy for the room type, or where extra beds or linen are required.

a. Extra person room rates will be charged on a Room Only basis, unless otherwise stated.

20. Facilities and Services

. Whilst care is taken to ensure that the description of facilities and services of the Coppersmith is accurate, these are continually being changed, upgraded, and on occasion taken out of service and if any feature/facility is essential to you in choosing a particular property, it is your responsibility to confirm with the property prior to making your booking that the feature/facility will be available during your stay.

a. To the extent permitted by law Coppersmith is not liable for omissions, errors or changes to the facilities and services at a property, whether temporary or permanent.

b. Accommodation facilities listed may not apply to all room types.

21. Special Requests

. Whilst Coppersmith attempts to satisfy all special requests, Coppersmith does not guarantee that special requests can be accommodated.

22. Maps and Images

. Map images, if shown, are for general information and may not necessarily reflect actual routings, locations or services provided.

a. Destination shots may have been supplied to Coppersmith by third parties and Coppersmith does not guarantee the accuracy of any destination shots.

b. Photos and floor plans are indicative only. Actual rooms occupied may vary in decor and inclusions from those shown.

23. Travel Insurance

. Coppersmith strongly recommends that at the time of booking you purchase comprehensive travel insurance to cover items including but not limited to: loss of booking amount through cancellation, loss or damage to personal baggage, loss of money and medical expenses.

24. Unaccompanied Minors

. 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.

a. If a guest is found to be a person under the age of 18 who is not accompanied by a responsible adult Coppersmith may immediately cancel the guest's booking and the full booking amount will be forfeited to Coppersmith under this clause.

25. Third Party Products and Services

. Third party products or services are sometimes sold together with accommodation provided by Coppersmith. In such circumstances the third party is entirely responsible for supplying the products or services to you and any involvement Coppersmith has in facilitating your booking with the third party is as the third party's agent. Coppersmith is in no way the supplier of the products and services and to the extent permitted by law Coppersmith 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.

a. All third party coupons, vouchers, receipts and tickets are issued subject to the terms and conditions specified by those third parties.

b. Coppersmith does not warrant the accuracy of any information, statements or representations made by third parties

26. Release, indemnity and proportionate liability

. To the extent permitted by the law, you agree to release, indemnify and hold harmless, Coppersmith 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, judgments 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 or your stay at the Coppersmith except to the extent such expense, cost, liability, claim, action, proceeding, damage, judgment or loss arose out of, was caused by, attributable to or resulted from Coppersmith's negligence, wrongful act/omission or breach of these terms and conditions.

a. To the extent permitted by law the aggregate of Coppersmith's liability to you is limited to an amount not exceeding the amount paid by you for your booking.

b. Each indemnity in these terms and conditions is a continuing and independent obligation and survives the termination or expiry of these terms and conditions.

27. Consumer Law

. 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 Coppersmith are excluded under these Terms and Conditions.

a. 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 Coppersmith to limit its liability, then Mantra Group's liability is limited to:

. in the case of services, supplying the services again or payment of the cost of having the services supplied again; and

i. 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.

28. Events Beyond Control

. Coppersmith 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, Government regulations or changes in itinerary or schedule.

a. All travel documents, observance of laws and government regulations are your responsibility.

29. Use of Information

. You consent and authorise Coppersmith to collect, use and disclose your personal information for the purposes of administering your booking and providing you with any services associated with your booking.

a. You consent to information which you have provided to Coppersmith as part of your booking being used by Coppersmith, for the purpose of informing you about offers and promotions which relate Coppersmith, Coppersmith's related bodies corporate.

b. Coppersmith will not provide or disclose any information you have provided to Coppersmith to any person other than a related body corporate without your prior written consent.

c. Upon request by you and to the extent permitted or required by law, Coppersmith will provide you with access to and/or the ability to correct your personal information however only the person who made the booking will be entitled to access and/or correct personal information pertaining to that booking.

d. For more information, please refer to the Privacy Policy on the website.

30. General

. The Terms and Conditions are governed by and will be construed in accordance with the laws of the State of Victoria, Australia.

a. 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.

31. Acceptance

. Please click to accept these terms and conditions, before proceeding to the booking page.