BOOKING TERMS AND CONDITIONS

1. *IMPORTANT*

I. *Please read these terms and conditions carefully.*

II. *All bookings made via Booking Agents or with Alpine Hotel Bright 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 Property under the booking.*

III. *Bookings may also be governed by and subject to additional terms and conditions which are applied by individual Booking Agents. These terms and conditions may relate to items such as payments, deposits and cancellations and you should confirm the exact conditions directly with the Booking Agent before booking. If there is any inconsistency between the Booking Agent terms and conditions and these Terms and Conditions, the latter will prevail.*

IV. *If any part of your booking falls on a date which is classified as a Peak Season Booking date, then your entire booking will be deemed a Peak Season Booking and any terms or conditions which apply to Season Bookings will apply to your entire booking.*

V. *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 18.*

ii. *"Booking Credit" means credit which may be applied to future accommodation or accommodation package bookings with Alpine Hotel Bright subject to clause 13.*

iii. *"Infant" has the meaning given in clause 18.*

iv. *"Alpine Hotel Bright" means Alpine Regional Investments Pty Ltd trading as Alpine Hotel Bright.*

v. *"Property" refers to and includes all Alpine Hotel Bright accommodation and venue.*

vi. *"Booking Agent" means any agent associated and able to book on behalf of the Property.*

vii. *"Participating Website" means any of the following websites: www.alpinehotelbright.com.au, www.brightescapes.com.au, www.booking.com*

viii. *"Peak Season Booking" means a booking at the Property which is advertised as a Peak Season Booking or which you have been notified by Alpine Hotel Bright is a Peak Season Booking or which is listed on a Participating Website as a Peak Season Booking.*

ix. *"Standard Booking" means a booking at the Property.*

x. *"Group Bookings" means a booking at the Property of 5 rooms or more.*

xi. *"You" and "Your" mean the person who is making the booking.*

3. *Photographic Identification*

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 Alpine Hotel Bright an amount equal to the full booking amount plus any other costs incurred by Alpine Hotel Bright in connection with the booking. Accordingly, any pre- payment you have made in relation to the booking will be forfeited to Alpine Hotel Bright under this term.*

4. *How To Book / Quotes and Reservations*

I. *Bookings can be made online.*

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

III. *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 Alpine Hotel Bright that the payment has been received and the booking has been confirmed.*

IV. *Any confirmed price is subject to change if:*

- *a payment which is due on a booking is not received by Alpine Hotel Bright 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 Alpine Hotel Bright changing the price of your booking; or*
- *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.*

V. *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.*

VI. *If you reasonably believe a written confirmation or invoice which has been*

provided to you is incorrect, you can request that Alpine Hotel Bright 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.

VII. *Alpine Hotel Bright reserves the right to change, amend or cancel any booking up until 7 days prior to your booking.*

5. *Payment*

I. *Payments for Standard Bookings may be made by Cash, Visa, Mastercard and Amex.*

II. *Payments for Group Bookings may be made by Visa, Mastercard or bank transfer.*

III. *Alpine Hotel Bright accepts no responsibility for monies paid by you to a travel agency or third party booking agent until cleared funds are received in the bank account of Alpine Hotel Bright.*

6. *Deposit and Final Payment*

I. *For Standard & Peak Season Bookings full payment must be received within 7 days of your scheduled day of arrival or, if your booking is made within 7 days of your scheduled day of arrival, at the time of booking.*

II. *If any final payment is not received by the due date, Alpine Hotel Bright reserves the right to cancel the booking and any monies paid by you in relation to your booking will be forfeited to Alpine Hotel Bright.*

III. *Once final payment of your booking has been made confirmation of that payment and your booking will be provided to you at time of check in.*

7. *Rates and Charges*

I. *The currency applicable to any quoted rates will always be in Australian Dollars. 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. *Quoted rates do not include transport to or from the Property or items of a personal nature unless otherwise indicated.*

IV. *If you have been quoted a rate that includes meal/s and/or drink/s you should contact the Property directly to obtain details of these inclusions.*

I. *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.*

II. *For information on rates for Children, Infants and extra persons, please*

refer to clauses 18 and 19.

III. *Please visit the relevant Participating Property website or contact that Participating Property direct for further information on specific inclusions and exclusions.*

8. *Group Bookings*

I. *50% of total price is required at the time of booking.*

II. *Booking need to be paid in full 30 days prior to arrival.*

III. *Individual guest name, phone number and email must be provided for each room must be provided at least 30 days before your stay to assist in easy check in for your convenience.*

IV. *Person making the booking will be held responsible for the behaviour of the entire group. Alpine hotel may charge the credit card of the person making the booking for any damage caused by any member of the group.*

V. *Up to 14 days prior to your scheduled check-in, no cancellation fee will be charged*

VI. *Within 14 days of your scheduled check-in, a cancellation fee equivalent to your entire stay will apply and you will be required to pay Alpine Hotel the full amount of your booking.*

VII. *Correspondence for all group bookings is via emails to avoid errors and to ensure we are fully organized for your arrival.*

9. *Event Bookings*

I. Guests who book to stay during big events may get sent another email confirmation with event special conditions.
II. Bookings need to be paid in full 30 days prior to arrival.
III. Up to 7 days prior to your scheduled check-in, no cancellation fee will be charged
IV. Within 7 days of your scheduled check-in, a cancellation fee equivalent to your entire stay will apply and you will be required to pay Alpine Hotel the full amount of your booking.

10. *Refunds*

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

II. *The balance of any monies paid by you after any applicable fees or other amount you owe to Alpine Hotel Bright has been deducted will be held by Alpine Hotel Bright as Booking Credit which subject to clause 13 may be applied to any future bookings you make with Alpine Hotel Bright.*

III. *Third party booking refunds polies are not guaranteed by the Alpine Hotel Bright, guests must contact the booking agent directly to request a refund.*

11. *Amendments*

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

II. *Amendments for Standard Bookings may be requested up to 24 hours prior to your scheduled check-in time.*

III. *Amendments for Peak Season Bookings at the Property may only be requested up to 7 days prior to your scheduled check-in time.*

IV. *If amendments are requested outside the time frames specified in clause 10.2 or 10.3 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 Alpine Hotel Bright's absolute discretion.*

V. *Amendments may be requested via a third party booking agent by contacting the booking agent directly.*

VI. *The following charges will apply to amendments requested and approved for Peak Season Bookings:*

- *Up to 7 days prior to your scheduled check-in time via a Participating Website or Reservations Team: no amendment fee will apply.*
- *Within 7 days of your scheduled check-in time: a $25.00 amendment fee will apply.*

VII. *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.*

12. *Cancellation*

I. *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 11.*

II. *For cancellations relating to personal matters such as unforeseen accidents and/or emergencies, this will be at the discretion of management.*

III. *For Standard Bookings at the Property, if you cancel your booking the following charges will apply in relation to each room:*

- *Up to 7 days prior to your scheduled check-in time: no cancellation fee*

will charged.

- *Within 7 days of your scheduled check-in time: a cancellation fee equivalent to your entire stay will apply and you will be required to pay to Alpine Hotel Bright the full amount of your booking.*

IV. *Alpine Hotel Bright may charge the credit card details you provided at the time of making your booking for any cancellation fees payable by you.*

V. *Where applicable the balance of any monies paid by you after any applicable cancellation fee has been deducted will be held by Alpine Hotel Bright as Booking Credit which subject to clause 13 may be applied to any future bookings you make with Alpine Hotel Bright.*

13. *No-Shows or Terminations*

I. *If you do not show up for your booking or terminate your booking early after you have checked in you will not be refunded any monies.*

1. *Booking Credit*

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

II. *Booking Credit may only be used to pay for bookings at the Property located within the same currency jurisdiction as the cancelled or refunded booking which generated the Booking Credits.*

III. *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 bistro and bar or restaurant purchases.*

IV. *To redeem Booking Credit you must make your booking via Alpine Hotel Bright.*

V. *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.*

VI. *Any Booking Credit not redeemed at the expiry of the 12 month validity date will be forfeited in its entirety to Alpine Hotel Bright.*

VII. *Administration fee of $25 applies to bookings made using Booking Credit.*

2. *Check-in*

I. *A valid credit card must be presented to process all check ins.*

II. *A $100 pre-authorization is required upon all check in. If the room is deemed to have any damage, theft or abuse then Clause 30 applies.*

III. *Standard check-in time is 2:00pm but you should confirm the check-in time with the Property prior to your scheduled check-in day.*

IV. *If you wish to guarantee your ability to check-in prior to 2:00pm you must book an additional night's stay and pay the applicable rate for that additional night.*

3. *Check-out: Standard*

I. *Standard check-out time is 10:00am but you should confirm the check- out time with the property prior to your scheduled check-out day.*

4. *Late Check-out*

I. *If you wish to check-out later than the standard check-out time you must obtain approval from property management at least 12 hours prior to your scheduled check-out time, fees may apply.*

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

If you check-out after 10:00am the following additional charges will be applied to your account and will be payable by you on check-out:

- *a flat rate surcharge of $50.00 if you fail to check-out by 10:00am but before 12:00pm; or $100 if you fail to check out before 2pm,*
- *if you check-out after 2pm a charge equivalent to the full daily rate which applies to your booking.*

5. *Motel Room Servicing*

I. *Room Service is available to all room stays after 3 nights unless the rate booked specifically states otherwise.*

II. *A Room Service includes removal of rubbish, fresh towels, restocking of condiments.*

III. *Any personal items left out may be moved in order for us to perform these services.*

IV. *Any other servicing, please request through the QR code or see reception before 10am.*

6. *Child Policy*

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. A person aged 12-17 is classified as a minor but is still subjected to additional guest requirements.

I. *Children and Infants sharing a bed with their parents or guardians may do so free of charge if not exceeding the maximum occupancy for the given room type.*

II. *Alpine Hotel Bright applies the extra/child rate for persons between the age of 2 years and 11 years, regardless of whether additional beds and linen are required.*

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

IV. *Additional charges will apply if cots or linen are required. Charges are deemed per case.*

7. *Extra Person Policy*

I. *Persons aged over 12 years will be charged Extra Person rates for each person staying in a room which exceeds the standard 2 guest occupancy.*

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

III. *Discounts are not applicable to extra person rates.*

8. *Facilities and Services*

I. *Whilst care is taken to ensure that the description of facilities and services of the Alpine Hotel Bright 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 the 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.*

II. *To the extent permitted by law Alpine Hotel Bright is not liable for omissions, errors or changes to the facilities and services at the property, whether temporary or permanent.*

III. *Accommodation facilities listed may not apply to all room types.*

IV. *Bicycles and other outdoor equipment are not to be stored in rooms unless they have been cleaned and are free from dirt, oil and grease.*

V. *Servicing of vehicles is not to be undertaken in hotel carparking, clean up fees may apply for leaking oil and any other damages to Alpine Hotel Bright property and be charged to the credit card on file.*

VI. *Alpine Hotel Bright does not offer guest laundry facilities, any guest seen to be using staff only laundry facilities will be charged a $50 fee to the credit card on file. The laundry area is only accessible to staff.*

9. *Special Requests*

I. *Whilst we will do our utmost to provide you with the room of your choice, please be aware that any room preferences including floor cannot be guaranteed. If you require a ground floor room due to mobility issues, please let us know at the time of making the reservation so we can accommodate this.*

II. *Whilst Alpine Hotel Bright attempts to satisfy all special requests, Alpine Hotel Bright does not guarantee that special requests can be accommodated.*

10. *Maps and Images*

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

II. *Destination shots may have been supplied to Alpine Hotel Bright by third parties and Alpine Hotel Bright does not guarantee the accuracy of any destination shots.*

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

11. *Travel Insurance*

I. *Alpine Hotel Bright 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.*

12. *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 Alpine Hotel Bright may immediately cancel the guest's booking and the full booking amount will be forfeited to Alpine Hotel Bright under this clause.*

13. *Third Party Products and Services*

I. *Third party products or services are sometimes sold together with accommodation provided by Alpine Hotel Bright. In such circumstances the third party is entirely responsible for supplying the products or services to you and any involvement Alpine Hotel Bright has in facilitating your booking with the third party is as the third party's agent. Alpine Hotel Bright is in no way the supplier of the products and services and to the extent permitted by law Alpine Hotel Bright 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. *All third party coupons, vouchers, receipts and tickets are issued subject to the terms and conditions specified by those third parties.*

III. *Alpine Hotel Bright does not warrant the accuracy of any information, statements or representations made by third parties.*

14. *Release, indemnity and proportionate liability*

I. *To the extent permitted by the law, you agree to release, indemnify and hold harmless, Alpine Hotel Bright 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 relevant Participating Property 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 Alpine Hotel Bright's negligence, wrongful act/omission or breach of these terms and conditions.

II. *To the extent permitted by law the aggregate of Alpine Hotel Bright'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.*

15. *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 Alpine Hotel Bright 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 Alpine Hotel Bright to limit its liability, then Alpine Hotel Bright's liability is limited to:*

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

   ii. *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.*

16. *Events Beyond Control*

I. *Alpine Hotel Bright 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.*

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

17. *Use of Information*

I. *You consent and authorise Alpine Hotel Bright and the relevant Participating Property 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.*

II. *You consent to information which you have provided to Alpine Hotel Bright or the relevant Participating Property as part of your booking being used by Alpine Hotel Bright, the relevant Participating Property or any of their related bodies corporate for the purpose of informing you about offers and promotions which relate to Alpine Hotel Bright, Alpine Hotel Bright's related bodies corporate or Participating Properties.*

III. *Alpine Hotel Bright will not provide or disclose any information you have provided to Alpine Hotel Bright or the relevant Participating Property to any person other than a related body corporate without your prior written*

consent.

IV. *Upon request by you and to the extent permitted or required by law, Alpine Hotel Bright 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.*

V. *For more information, please refer to the Privacy Policy on the website of the relevant Participating Property.*

18. *Damages*

I. *You are liable for any damage howsoever caused (whether by deliberate, negligent, or reckless act) to the room(s), hotel's premises or property caused by you or any person in your party, whether or not staying at the hotel during your stay. Alpine Hotel Bright reserves the right to retain your credit card and/or debit card details as presented at check in and charge or debit the credit/debit card such amounts as it shall, at its sole discretion, deem necessary to compensate or make good the cost or expenses incurred or suffered by the Alpine Hotel Bright as a result of damage. Should this damage come to light after the guest has departed, we reserve the right, and you hereby authorize us, to charge your credit or debit card for any damage incurred to your room or the Hotel property during your stay, including and without limitation for all property damage, missing or damaged items, smoking fee, cleaning fee, guest compensation, etc.*

II. *Guest Rooms found with excess rubbish scattered around, in complete disorder, and/or "trashed" will be subject to a $150 maintenance deep cleaning fee and administration fee.*

III. *Damage to rooms, fixtures, furnishing and equipment including the removal of electronic equipment, towels, artwork, etc. will be charged at 150% of full*

and new replacement. Any damage to hotel property, whether accidental or willful, is the responsibility of the guest whose name the booking is registered under and for each particular room. Any costs associated with repairs and/or replacement will be charged to the credit card presented at time of check in. In extreme cases, criminal charges may be pursued.

IV. *Damage to mattresses and linen including: towels, mattresses, sheets, bedspreads, blankets resulting from the use of body oils, make-up, fake tan, etc. will result in a charge, for the special cleaning, repair or replacement of the damaged article.*

V. *Alpine Hotel Bright reserves the right to take action against any guest or visitor found to have tampered or interfered with any fire detection equipment throughout the hotel, including detector heads in public areas, guest rooms and fire extinguishers. Guests or visitors found to have tampered with any fire detection or fire-fighting equipment will be charged with any costs incurred by the hotel due to their actions and will be evicted from the hotel. Depending on the severity of the guests' actions, law enforcement may become involved at the hotel's discretion. Should the fact that fire-fighting or detection equipment had been tampered with come to light after the guest has departed, we reserve the right and you hereby authorize us to charge your credit or debit card for any damage incurred to your room or the Hotel property during your stay, including and without limitation for all property damage, missing or damaged items, smoking fee, cleaning fee, guest compensation, etc.*

VI. *Guest found to have tampered with electrical equipment, electrical sockets, power outlets, internet cables and ports will be charged 150% of the repair costs. Depending on the severity of the damage legal action may be taken.*

19. *Behaviour*

I. *Illegal, disorderly, aggressive and/or offensive behaviour (including but not limited to:*
   a. *aggressive behaviour or threatening language towards our staff or other guests;*
   b. *clothing with offensive designs/words;*
   c. *any person who is a member of an illegal gang and/or is displaying club patches*
   d. *disturbance to our staff or guests of Alpine Hotel Bright including excessive noise or music)*

   is strictly prohibited and Alpine Hotel Bright staff may direct you and/or any member of your party to leave immediately if your conduct results in after hours noise complaints or police attendance or is considered by us to be inappropriate; likely to cause harm; or impair the enjoyment of other guests, comfort or safety of anyone; or is likely, in our belief, to breach any of this agreement.

II. *No refunds or compensation will be given in these circumstances and Alpine Hotel Bright reserves the right not to accept any future bookings from you or*

any member of your party.

III. *Damages incurred during all stays must be reported to reception. Upon assessment, if found to be unreasonable wear and tear a fee will be charged to the card on file.*

20. *General*

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

21. *Acceptance*

I. *By continuing with the reservation, you hereby accept all the above outlined Terms and Conditions.*