

Mercure Sanctuary Golf Resort

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Corporate Contract Rates Terms & Conditions

Definitions

“Contract Rate” means the rate offered by a Hotel as set out in the relevant Contract Rate Sheet.

“Contract Rate Sheet” means the ‘Corporate Contract Rates’ sheet(s) attached to these Terms and Conditions.

“Hotel” means the Hotels listed on the Contract Rate Sheet.

“Privacy Laws” means the Privacy Act 1988 (Cth) and any other legislation, principles, industry codes and policies relating to the handling of personal information.

“Related body corporate” has the meaning given in the Corporations Act 2001 (Cth),

“Corporate company” means the company named in these Terms and Conditions.

“Corporate Contract” means these Terms and Conditions together with the Contract Rate Sheet(s)

Rates and Taxes

Rates may increase without notice due to changes in, or imposition of government charges, taxes or levies. Contract Rates for Hotels are valid for Corporate Business only. Contract Rates for meetings, incentives, conventions or exhibitions may vary, and are subject to availability. Contract Rates are not valid until a signed copy of the Corporate Contract is returned to the Mercure Sanctuary Golf Resort.

Hotel Refurbishments

The Tour Operator acknowledges that each Hotel may from time to time if necessary or reasonably required by Accor or the owner of the Hotel business (“Owner”) refurbish, refit, renovate and/or decorate the Hotel to as standard to Accor’s or the Owner’s satisfaction (“Refurbishment”). Except where the Hotel takes action as a reasonable response to an emergency situation or in compliance with any duty imposed by or under any law, the Hotel will use reasonable endeavours to inform the Tour Operator in writing of the nature and timing of the refurbishment. The Tour Operator agrees that neither the Hotel, Accor nor the Owner will be liable to compensate to the Tour Operator if the Refurbishment causes disruption to or has an adverse effect on the Tour Operator or its customers.

Arrival Time

Check in is available from 2:00pm. Early check in’s may be requested in advance but are not guaranteed and are strictly subject to availability. Check out is by 10:00am. Later check out’s may be requested but are subject to availability and may attract a fee.

Credit Policy

The Mercure Sanctuary Golf Resort will invoice only if Credit is established with a Hotel. A Credit Application Form must be completed and returned no later than 2 weeks. Please note that Hotels without credit accounts set up for corporate company are not obliged to accept purchase orders until the application has been submitted and credit approved in writing by the Hotel.

Payment

All invoices in one month are payable on or before the last business day the day of the following month. The Mercure Sanctuary Golf Resort trading month is a calendar month.

- a) Credit facilities on overdue accounts may be suspended, withdrawn or varied without notice.
- b) Interest: The Corporate Company agrees that The Mercure Sanctuary Golf Resort may charge interest on monies owed that are overdue by more than 30 days at the same percentage rates as the Corporate Reference Rate (monthly interest charging) of the National Australia Bank.

Deposit / Cancellations / No-Show Policy

FIT Reservations

In the event of a cancellation after 6.00pm on the night of arrival or in the case of non-arrival, the hotel will charge a fee of equal to the first night's accommodation.

In the event that a guest informs of a reduction in the duration of nights once checked in or on the day, 48 hours notice must be provided otherwise the corporate company will be subjected to 50% - 100% cancellation fee of the first night's accommodation

Group Reservations

A group is deemed to be for 5 rooms or more and for this the Mercure Sanctuary Golf Resort will need the following:

- At 30 days prior to the arrival date a review of room requirements with a deposit equal to the cost of the first night's accommodation for each room booked being paid to the respective Hotel.
- At 60 days prior to the arrival date a review of room requirements.
- At 30 days prior to the arrival date a full rooming list and payment of 50% of the total cost accommodation for all rooms booked to the Hotel release of all rooms for which a deposit has not been received including unused reserved rooms.
- Groups cancelled after the date which is 30 days prior to the arrival date must pay an amount equal to 50% of the total cost of accommodation for all rooms. Groups cancelled after the date which is 7 days prior to the arrival date must pay an amount equal to 100% of the total cost of accommodation for all rooms.
- A final rooming list with names and sharing requirement is required 14 days prior to the arrival date.
- A full payment must be made on the date which is 7 days prior to the arrival date. This is applicable to all groups booked without credit facilities at the applicable Hotel.

Ad Hoc Groups for Credit Account

Rooms cancelled within 48 hours will incur the full accommodation charge for each room cancelled.

Series Reservations

- A preliminary rooming requirement update is required 60 days prior to the arrival date.
- A final rooming requirement update is required 30 days prior to the arrival date.
- A final rooming list with the names and sharing is required 14 days prior to the arrival date.
- Rooms cancelled after the date which is 7 days prior to the arrival date will be charged an amount equivalent to the charge for one night's booking. This charge is based on all inclusions pre-booked (rooms and meals).

Please note that all cancellations must be in writing direct to the Hotel reservations department.

Special Events Policy

A Special Event Rate applies to all room types for any bookings, including bookings from any allotment. Where dates have not been set or announced for a named event the following policy will apply:

- Any confirmed reservations made to date announcement for the event will be honoured at Contract Rates;
- Any new reservations made during special events after dates have been announced will have the Special Events Rate applied;
- If special event dates are amended, then any reservations confirmed during previous special events dates will revert to Contract Rates and new reservations will attract the Special Event Rate (if applicable).

Children's Policies

Classification: Business & Leisure

One child less than 16 years of age can stay free of charge (room only) in a room occupied by the parents, subject to the family being able to use existing bedding. There will be an additional charge for a rollaway bed or cot, if required, No meal discounts for children.

Classification: Resort

One child under 16 years of age can stay free of charge (room only) in a room occupied by the parents, subject to the family being able to use existing bedding. There will be an additional charge for a rollaway bed or cot, if required.

- Child less than 3 years of age – breakfast complimentary
- Child aged 3, but less than 16 – breakfast at 50% discount of adult meal Contract Rate
- No other meal discounts for children

Day Use Rooms

Day use rooms are charged at 50% of the contract Rate subject to availability for use between 11.00 and 18.00 hours. Day use rooms are charged at 100% of the Contract Rate subject to availability for arrivals before 11.00. Day use rooms are charged at 100% of the Contract Rate for departures after 1800 hours

Reservations

Reservations will not be considered as confirmed until the Mercure Sanctuary Golf Resort receives confirmation in the form of a purchase order or chargeback form. Telephone availability checks are not considered as a commitment for the reservation. Hotels are not required to provide verbal confirmation of availability. A confirmation number will be provided to confirm the reservation by which it is bound to all terms and conditions. Rooms cancelled within 48 hours will incur the full accommodation charge for all nights for each room cancelled.

Amendments

- a) Amendments to a Corporate Contract shall only be valid if made in writing and signed by the Hotel (and then only in relation to the Contract Rate Sheet for that Hotel). Telephone charges are not accepted.
- b) The waiver of any terms and conditions for one particular occasion shall not be deemed a waiver of such terms and conditions on any future occasions.

Confidentiality and Privacy

The Corporate Company confirms and agrees that the corporate contract is confidential between the corporate company and the Mercure Sanctuary Golf Resort. The corporate company shall not in any circumstance divulge or permit to be divulged the contents of the corporate contract

The Corporate Company agrees that it has complied with its obligations under all Privacy Laws and that the Mercure Sanctuary Golf Resort is authorised to use information which comes into their possession under the corporate company contract.

Corporate contracts may be assigned or transferred from one company to another without specific authorisation of the Mercure Sanctuary Golf Resort.

Right To Terminate

If either the Corporate company or the Mercure Sanctuary Golf Resort fails or neglects to perform or observe under the Corporate Contract (“the defaulting party”) and such failure continues for a period of 7 days after service of a notice from the other to them (“the non-defaulting party”) calling upon the defaulting party to remedy the failure, then the non defaulting party can terminate the Corporate Contract without prejudice to any rights of the parties arising prior to such termination and any rights of action or remedies of the non-defaulting party in respect to breach, non-performance or non-observance of a covenant or term of the Corporate Contract.

Gst

- a) Each party (“Recipient”) must pay the other party (“Supplier’) any amount which is payable by the Supplier on account of good and services tax, value added tax or any other like tax (“ GST”) as a consequence of any supply made or deemed to be made to the Recipient (“GST Amount”).
- b) Nothing in this clause requires the Recipient to pay any amount on account of a fine, penalty, interest or other amount for which the Supplier is liable as a consequence of a default of the Supplier, its employees, agents or any other persons acting for the Supplier, except if the fine, penalty, interest or amount arises a result of the Recipient not complying with its obligations hereunder
- c) The Supplier must:
 - i. provide to the Recipient a tax invoice in respect of the payment complying with any legislation under which GST is imposed; or
 - ii. have provided, prior to the time of payment, an authority authorising the Recipient to issue, on behalf of the Supplier, a Recipient – created tax invoice (“RCT”) in respect of the payment and which authority is, at time of payment, valid and satisfying the requirements of any relevant authority (it being understood by the parties that such RCTI will, under the GST legislation, have effect as if the tax invoice had been issued by the Supplier in compliance with any legislation under which GST is imposed) and the Recipient’s obligation to pay a GST Amount will be conditional on compliance by the Supplier with this clause.

Accepted By:

Name

Position

Signature

Date