

Booking Terms and Conditions

Majestic Hotels

These Terms will apply to every sale of Goods and provision of Services by the Majestic. Unless expressly accepted in writing by the Majestic, any qualification of these Terms contained in any document issued by the Customer shall be of no force or effect.

1. Definitions

- 1.1 **Australian Consumer Law** means Schedule 2 to the Competition and Consumer Act (as amended or replaced from time to time);
- 1.2 **Competition and Consumer Act** means the *Competition and Consumer Act 2010* (Cth) (as amended or replaced from time to time);
- 1.3 **Customer** means the party who enters into these Terms with the Majestic, for the supply of Goods and/or Services from the Majestic to the Customer;
- 1.4 **Goods** means goods supplied by the Majestic to the Customer pursuant to these Terms;
- 1.5 **Group Booking** means any group booking made by a Customer in respect of a booking for 10 or more rooms or pursuant to Majestic's group booking policies or procedures from time to time;
- 1.6 **PPSA** means the *Personal Property Securities Act 2009* (Cth) (as amended or replaced from time to time);
- 1.7 **Services** means services supplied by the Majestic to the Customer pursuant to these Terms;
- 1.8 **Site** means the relevant hotel and or apartment site where the Goods and Services are provided;
- 1.9 **Majestic** means the Culshaw Group of Companies including the Culshaw Wills Trust, Pentroth Pty Ltd trading as Majestic Hotels & Apartments and each related entity; and
- 1.10 **Terms** means these booking terms.

2. Payment and application

- 2.1 The Customer must make payment in such manner as the Majestic directs from time to time by written notice to the Customer, and where the Majestic has extended credit to the Customer, the Majestic reserves the right to revoke the provision of credit at any time.
- 2.2 The Majestic reserves the right to suspend or cancel the supply of further Goods and Services if the terms of payment are not strictly adhered to by the Customer, or if the Customer is in breach of or default under any other subsisting agreement between the Majestic and the Customer.

- 2.3 These Terms and the relevant booking take precedence over from any previous agreements or corporate contracts between the parties.

3. Termination of Supply

The Majestic may at any time by written notice to the Customer terminate its obligation to supply Goods or Services to the Customer upon the happening of any of the following:

- 3.1 any action is taken for, or with a view to, the liquidation (including provisional liquidation), winding up, official management, bankruptcy or insolvency (or equivalent) of the Customer, or the Customer becomes insolvent or is unable or deemed to be unable to pay its debts unless the Customer satisfies the Majestic (in its absolute discretion) of the Customer's solvency;
- 3.2 if any Customer fails to comply with Majestic's rules and requirements for any Site, including without limitation causing any disturbance, disruption or damage to any Site.

4. Damages, incidental and disruptions

- 4.1 Each Customer will be liable for all damage or disruption caused to or within a Site by the Customer and in the case a Group Booking, the party making the booking will be reasonable in addition to any individual.
- 4.2 Each Customer will be liable for all meals or incidental costs charged to their respective room and in the case a Group Booking, the party making the booking will be reasonable in addition to any relevant individual.

5. Limitation of Liability

- 5.1 The Customer acknowledges, agrees, represents and warrants that it has not relied upon any statement, representation, warranty, guarantee, condition, advice, recommendation, information, assistance or service provided or given by the Majestic or anyone on its behalf, or apparently on its behalf, in respect of the Goods and Services, other than those that are expressly contained in these Terms.
- 5.2 Subject to the remainder of this clause 4, the Majestic offers no guarantee or warranty in respect of the Goods and Services it supplies to the Customer, and all representations, conditions and warranties of any nature made in relation to the Goods and Services are expressly excluded from these Terms and shall not bind the Majestic.
- 5.3 To the extent permitted by law, where the Majestic becomes liable to the Customer in any manner for any breach of any condition or warranty expressed or implied in relation to the supply of Goods or Services to the Customer, the

Majestic's liability will be limited, at the Majestic's sole discretion to either:

- (a) in relation to the supply of Goods:
 - (1) replacement of the Goods or the supply of equivalent goods;
 - (2) repair of the Goods;
 - (3) payment of the cost of replacing the Goods or acquiring equivalent goods; of
 - (4) payment of the cost of having the Goods repaired; and
- (b) in relation to the supply of Services:
 - (1) the supplying of the Services again; or
 - (2) the payment of the cost of having the Services supplied again.

5.4 If any action is brought by the Customer against the Majestic, pursuant to Part 5.4 Division 1 of the Australian Consumer Law, the Majestic's liability will be as prescribed in Part 5.4 Division 1 of the Australian Consumer Law.

5.5 To the extent permitted by law, the Customer releases and indemnifies the Majestic and its officers, employees, consultants and agents from and against all actions, claims, proceedings and demands (including those brought by third parties) which may be brought against it or them, whether on their own or jointly with the Customer and whether at common law, under tort (including (without limitation) negligence), in equity, pursuant to statute or otherwise, in respect of any loss, death, injury, illness, cost or damage arising out of or in relation to any breach by the Customer of any warranty provided by it under clause 5.1.

5.6 To the extent permitted by law, the Majestic will have no liability to the Customer however arising, including, without limitation, under any cause of action or theory of liability, in respect of special, indirect or consequential damages, loss of profit (whether direct or indirect) or loss of business opportunity, arising out of or in connection with these Terms or any supply made pursuant to them.

6. Indemnity

The Customer shall keep the Majestic indemnified against all costs, claims, demands, expenses and liabilities of whatsoever nature, including, without limitation, claims of death, personal injury, damage to property and consequential loss (including loss of profit) which may be made against the Customer or which the Customer may sustain, pay or incur as a result of or in connection with the manufacture, sale, export, import or use of the Goods unless such costs, claim, demand, expense or liability shall be directly and solely attributable to any breach of contract or guarantee by, or negligence of, the Majestic or its duly authorised employee or agent.

7. Cost Recovery

Any expenses, costs or disbursements incurred by the Majestic in recovering any outstanding monies owing by the Customer, including, without limitation, debt collection fees and solicitors costs (on a full indemnity basis), shall be paid by the Customer.

8. Severability

The whole or any part of a clause of these Terms shall be capable of severance without affecting the rest of these Terms.

9. Governing Law

These Terms shall be governed by the laws of the State of South Australia (excluding its conflict of laws provisions) and the Customer must submit to the non-exclusive jurisdiction of the courts of or exercising jurisdiction of that State and the Customer waives, without limitation, any claim or objection based on absence of jurisdiction or inconvenient forum.

10. Waiver

If the Majestic elects not to exercise any of its rights arising as a result of a breach of these Terms, that will not constitute a waiver of any rights of the Majestic relating to any subsequent or other breach.

11. Force Majeure and Covid

The Majestic will not be in breach of any contract with the Customer where it results from any act, matter or thing beyond the reasonable control of the Majestic. Should government mandated restrictions specific to covid 19 (or such similar public health event) arise after the booking that impacts a relevant booking, Majestic agree to discuss a fair and reasonable outcome in relation to cancellation or rescheduling.

12. Additional costs

All room rates may increase without notice due to any changes in or the imposition of government charges, taxes, or levies.