

regionalXscapes

Accommodation Terms and Conditions

We appreciate you considering a regionalXscapes managed property. Our team will do everything they can to make your stay comfortable and memorable.

We ask that every guest read and understand our booking terms summarised below. A breach of these terms may lead to the cancellation of your booking before or during your stay.

1. Definitions and Interpretation

1.1. Definitions:

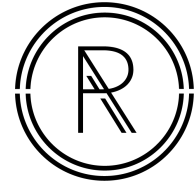
- 1.1.1. **Agent** means Xscape Hospitality Pty Ltd t/a Solterra & Vine (ACN 693 279 426) or Regional Escapes Pty Ltd t/a Regional Escapes (ACN 651 579 574) or Xscape Realty Pty Ltd t/a regionalXscapes (ACN 686 072 159) or all (as the case may be).
- 1.1.2. **Agreement** means the holiday accommodation agreement between You, Us and the Property Owner, constituted by these Terms and Conditions and any other written terms applicable to the accommodation which are agreed between the parties prior to the commencement of the Stay.
- 1.1.3. **Booking** means an accepted booking following the completion of the Verification Process and Our receipt of the Initial Prepayment from You.
- 1.1.4. **Business Day** means a day that is not a Saturday, Sunday, public holiday or bank holiday in Melbourne, Victoria.
- 1.1.5. **Claim** means a claim, action, proceeding, judgment or demand made or brought by or against a person, however arising and whether present, unascertained, future or contingent.
- 1.1.6. **Conditions** means these holiday accommodation terms and conditions.



- 1.1.7. **Consumer Guarantees** means the guarantees set out in Division 1, Part 3-2 of the Australian Consumer Law.
- 1.1.8. **Initial Prepayment** means the first prepayment of 25% of the Price payable upon a Booking, as specified in the Property Details.
- 1.1.9. **Liability or Loss** means any liability, loss, cost, expense, damage, charge, penalty, outgoing or payment, however arising and whether present, unascertained, future or contingent.
- 1.1.10. **Price** means the price payable for the Property, calculated on a nightly basis.
- 1.1.11. **Property** means the property the subject of the Booking.
- 1.1.12. **Property Details** means the details pertaining to the Property as shown on Our website or communicated to You orally or in writing.
- 1.1.13. **Property Owner** means the owner of the Property You Book for Your Stay.
- 1.1.14. **Rent** means the rent, accommodation fare, nightly rate, cleaning fees, booking fees and/or third party channel fees collected by the Agent in respect of the Property.
- 1.1.15. **Stay** means the period of the Booking.
- 1.1.16. **Verification Process** means the process directed by Us in verifying Your identity and such information we require from You for the purposes of confirming the booking of Your intended Stay for the Property.
- 1.1.17. **We, Us or Our** means the Agent
- 1.1.18. **You or Your** means the person making the Booking.

1.2. Interpretation:

- 1.2.1. In this agreement, unless the context requires otherwise:
 - 1.2.1.1. the singular includes the plural and vice versa;
 - 1.2.1.2. the words "in writing" include any communication sent by post or email;
 - 1.2.1.3. the word "person" includes a natural person and any body or entity whether incorporated or not;

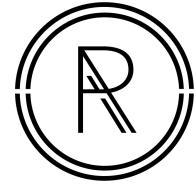


- 1.2.1.4. a mention of anything after include, includes or including, does not limit what else might be included;
 - 1.2.1.5. a reference to all or any part of a statute, rule, regulation or ordinance (statute) includes that statute as amended, consolidated, re enacted or replaced from time to time;
 - 1.2.1.6. a reference to a group of persons or things is a reference to any two or more of them jointly and to each of them separately;
 - 1.2.1.7. an agreement, representation, warranty or indemnity by two or more persons binds them jointly and each of them separately;
 - 1.2.1.8. an agreement, representation, warranty or indemnity in favour of two or more persons is for the benefit of them jointly and each of them separately
 - 1.2.1.9. no provision of this agreement will be construed to the disadvantage of a party merely because that party was responsible for the preparation of the agreement or the inclusion of the provision in the agreement;
 - 1.2.1.10. all monetary amounts are in Australian dollars, unless otherwise stated and a reference to payment means payment in Australian dollars;
- 1.2.2. The Conditions are legally binding between the Agent and the Client.

2. General

2.1. You acknowledge and agree that:

- 2.1.1. you are 18 years of age or over;
- 2.1.2. that these Terms and Conditions form part of the Agreement between You, Us and the Property Owner;
- 2.1.3. the Agent is the agent for the Property Owner and may exercise all of the rights of the Property Owner, on the Property Owner's behalf, under this Agreement; and



- 2.1.4. that by completing the Verification Process and paying the Initial Prepayment, You are bound by the Agreement, including these Terms and Conditions.

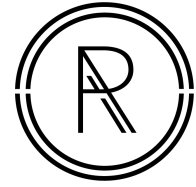
3. Services

3.1. Accommodation:

- 3.1.1. We facilitate the booking of holiday accommodation of Property under our management.
- 3.1.2. By booking the Property, You will be entering into an agreement with the Property Owner to occupy the Property subject to these Terms and Conditions.

3.2. Ancillary Services:

- 3.2.1. We may arrange ancillary services in connection with Your Stay, which include:
- 3.2.1.1. hire of adventure gear and equipment for entertainment;
 - 3.2.1.2. pre-packaged food and drinks and/or gift hampers on arrival;
 - 3.2.1.3. arranging transport;
 - 3.2.1.4. facilitating wellness retreats;
 - 3.2.1.5. arranging dining at local restaurants;
 - 3.2.1.6. arranging access to local golf clubs; and
 - 3.2.1.7. arranging itineraries, which include the bundling of the above services with the holiday accommodation,
- 3.2.2. You acknowledge and agree that We may engage third parties to provide the Ancillary Services, in which case:
- 3.2.2.1. the third party bookings are subject to the terms and conditions specified by the third party providers;
 - 3.2.2.2. The Property Owner and We are not responsible for any errors or amendments made by third party providers; and
 - 3.2.2.3. The Property Owner and We are not liable for any act or omission, default, or negligence of third party providers.



4. Bookings

- 4.1. Should You wish to book the Property, You must complete the Verification Process and pay the Initial Prepayment.
- 4.2. The completion of the Verification Process and payment of the Initial Prepayment constitutes an offer by You to book the Property for Your intended Stay which can be accepted or rejected by Us within 5 Business Days.
- 4.3. If We reject Your offer, We will return the Initial Prepayment to You within 5 Business Days, subject to bank processing timeframes.
- 4.4. If We accept Your offer, We will confirm the Booking with You in writing within 5 business Days.

5. Price

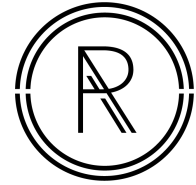
- 5.1. The balance of the Price is payable 28 days prior to the commencement of the Stay.
- 5.2. Without limiting the generality of clause 5.1 You will not be permitted to check in without making payment of the balance of the Price in full.

6. Cancellation Policy

- 6.1. This cancellation policy is subject to the policy of third party holiday accommodation platforms (*third party policy*). If this cancellation policy contradicts the third party policy, the third party policy prevails.
- 6.2. If you cancel Your Booking within 24 hours, you will receive a full refund of monies paid. This will allow You time to acknowledge and understand the terms and condition of Your Booking.

6.3. **After 24 hours of Your Booking, the below conditions apply:**

- 6.3.1. We may cancel Your Booking at any time more than 30 days prior to the Stay without cause. If we cancel Your Booking without cause, We will refund You the Initial Prepayment in full.



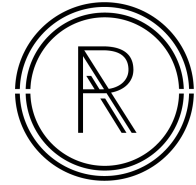
- 6.3.2. We may cancel Your Booking at any time prior to check in if You fail to pay the balance of the Price in accordance with clause 5. If We take this action, 25% of the Price will be charged to You.
- 6.3.3. We may cancel Your Booking any time if Your intended use of the Property during Your Stay may, in our reasonable opinion, breach any one or more of the conditions set out in clause 8.2.
- 6.3.4. If You cancel a Booking more than 28 days prior to the Stay, We will provide a refund of all monies paid.
- 6.3.5. If You a cancel a Booking within 28 days prior to the commencement of the Stay, no refund will be provided.
- 6.3.6. If You engage Us to arrange any Ancillary Services to be provided in connection with Your Stay, subject to the terms and conditions of the third party providers of the Ancillary Services, these may only be cancelled by You without charge at least 7 days prior to the intended date of supply.
- 6.3.7. Any cancellation requests made after 24 hours of check-in will incur 100% of the price charged to You.
- 6.4. Any refunds provided under clause 6 will incur a 10% administration fee on the amount collected to cover the processing of the refund.

7. Accommodation Licence

- 7.1. You acknowledge and agree that Your accommodation at the Property is a mere contractual licence to occupy the Property during the Stay and is subject to Our ability to immediately terminate this licence and your Stay by oral notice to You upon any breach, or our reasonable suspicion of a breach, of any of the licence conditions set out in clause 8. For the avoidance of doubt, a breach by any person of the licence conditions set out in clause 8 during the Stay is deemed to be a breach of such conditions by You.

8. Use of Property

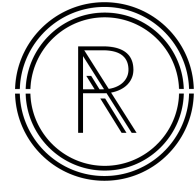
- 8.1. During the Stay, You must:**



- 8.1.1. comply with any by-laws applicable to the Property;
- 8.1.2. notify Us as soon as practicable in respect of any damage to the Property or its contents;
- 8.1.3. notify Us as soon as practicable in respect of any personal injury suffered by any person on the Property;
- 8.1.4. permit Us to access the Property between 9:00am to 5:00pm to check compliance with the Agreement upon provision of 2 hours' oral notice; and
- 8.1.5. notwithstanding clause 8.1.4 above, permit Us, without notice, immediate access to the Property upon suspicion by Us of a breach of any items under clause 8.2

8.2. During the Stay, You must not:

- 8.2.1. engage in any illegal activity at or around Property;
- 8.2.2. engage in anti-social activity on or around the Property;
- 8.2.3. create excessive noise on or around the Property for a sustained period of time (please note that all Properties have noise monitoring devices installed. These devices do NOT record conversations but monitor the dB levels in the Property);
- 8.2.4. hold any events or functions on the Property (unless permitted upon prior request on the initial booking);
- 8.2.5. permit the Property to be occupied by more persons than the Property occupies as stated on Our website;
- 8.2.6. bring any caravans or tents onto the Property unless prior written approval is given;
- 8.2.7. engage in any activity which places the Property or its contents at risk of material damage;
- 8.2.8. remove any of the contents of the Property;
- 8.2.9. sub-licence the Property to other persons;
- 8.2.10. smoke inside the Property. Cigarette butts must be disposed of properly and failure to do so will result in extra cleaning fees under clause 12;



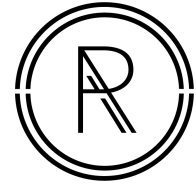
- 8.2.11. permit any domestic animal to access the Property (unless the Property is stated as 'pet friendly'); and
- 8.2.12. in relation to a pet-friendly Property, allow any animal on the furniture inside the dwelling on the Property, unless otherwise indicated in writing.

9. Indemnity of Property Owner and the Agent

- 9.1. Each covenant in clauses 9.2 and 9.3 is a separate and independent covenant given by You. They are cumulative in effect.
- 9.2. You must indemnify, and keep indemnified, the Property Owner, the Agent and their agents, contractors and employees in relation to any Claim against the Property Owner, the Agent and their agents, contractors and employees and for any Liability suffered by the Property Owner, the Agent and their agents, contractors or employees in connection with a breach of this Agreement or any negligent act or omission or wilful misconduct by You or Your invitees on the Property.
- 9.3. You must indemnify, and keep indemnified, the Property Owner and the Agent in relation to any Claim against the Property Owner and/or the Agent and for any Liability incurred by the Property Owner and/or the Agent arising from or in connection with Your breach of this Agreement.
- 9.4. If any of the separate and independent covenants set out in clauses 9.2 and 9.3 is or becomes invalid or unenforceable for any reason:
 - 9.4.1. clause 9.1 applies; and
 - 9.4.2. without limiting the operation of clause 9.1, the covenant which is or becomes invalid or unenforceable is severed from the Agreement.

10. Check In and Check Out

- 10.1. You may check in to the Property as per the Booking on the first day of the Stay (*Check In*). You must check out of the Property as per the Booking on the last day of the Stay and return keys to Our office or key safe if provided at the Property (*Check Out*).



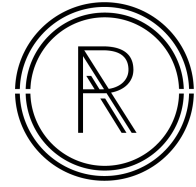
- 10.2. You must attend to the following prior to Check Out:
- 10.2.1. clean the Property so that it is in a similar condition it was in at the commencement of Your Stay, including but not limited to the cleaning of the BBQ (if applicable) and any animal waste (if applicable);
 - 10.2.2. wash all dishes or stacking the dishwasher and turning it on prior to Your departure;
 - 10.2.3. place all rubbish in the correct bins on the Property;
 - 10.2.4. turn off all lights, heating/cooling and appliances;
 - 10.2.5. removal all personal belongings from the Property;
 - 10.2.6. securing all windows and doors; and
 - 10.2.7. such other matters We reasonably require you to attend.

11. Damages and Missing Items

- 11.1. Any breakages and damages to the Property, including any items in the Property, must be reported to Us.
- 11.2. No items are to be removed from the Property.
- 11.3. Failure to comply with this clause will result in additional charges for replacement of any items in accordance with clause 12 below.

12. Additional charges

- 12.1. We may charge You reasonable additional amounts following the conclusion of Your Stay in relation to:
 - 12.1.1. any damage to the Property or its contents caused by You or Your invitees;
 - 12.1.2. any failure to clean the Property as required under clause 10.2;
 - 12.1.3. the loss of any keys, access passes or garage remotes; and
 - 12.1.4. any costs reasonably incurred by the Agent in connection with Your Stay, which the parties agree will include an administrative staff cost of \$100 per hour.



- 12.2. Any extra cleaning requires will be charged at a per-hour rate of \$85 plus GST with public holiday and weekend surcharges applicable.
- 12.3. If there are any charges applicable after Your Stay, we will notify you of the charges and provide photographic evidence for your reference.

13. Schoolies Bookings

- 13.1. Schoolies Bookings or any booking made by guests under 25 years old:
 - 13.1.1. require a security deposit of \$1,000.00 or \$100.00 per person (whichever is greater) (*Security Deposit*) payable by electronic funds transfer prior to Check In and released within 14 days after Check Out and
 - 13.1.2. have a 3 car limit in terms of cars that may be parked on the Property during the Stay.
- 13.2. Without limiting the generality of clause 13.1, You will not be permitted to check in until the Security Deposit has been paid.

14. Risk

- 14.1. Subject to the operation of the Consumer Guarantees, You acknowledge and agree Your occupation of the Property (and that of any of Your invitees) is at Your sole risk. Specifically:
 - 14.1.1. The Property Owner and We are not liable to You for any breakdown of electrical appliances during the Stay;
 - 14.1.2. The Property Owner and We are not liable to You for any Loss You or Your invitees may suffer as a result of a failure of power or gas or any other services connected to the Property;
 - 14.1.3. The Property Owner and We are not responsible for any personal injury You or Your invitees suffer at the Property;
 - 14.1.4. The Property Owner and We are not responsible for any damage to, or theft of, Your property located on the Property during Your Stay, or left on the Property following Your Stay.



- 14.1.5. You are responsible for any damage You or Your invitees cause to the Property or its contents; and
- 14.1.6. You are responsible for any personal injury suffered by any person by reason of Your conduct during the Stay.

14.2. Property Suitability for your needs:

- 14.2.1. Should the property not meet guest expectations, refunds/compensation will NOT be considered once you are staying at the property, or after you leave/vacate the property.
- 14.2.2. Guests are welcome to come and inspect properties prior to the booking to consider if the property is suitable for their needs. All properties display current photographs, up to date descriptions and rates/tariffs charged.
- 14.2.3. To the maximum extent permitted by law and excluding the Consumer Guarantees, all terms, conditions and warranties that would be implied into this Agreement or in connection with the supply of the accommodation services under law, statute, custom or international convention are excluded.

15. Complaints and Rectification Process

- 15.1. If You identify any issue with the Property upon arrival or at any time during Your Stay, You must notify regionalXscapes immediately to allow Us the opportunity to investigate and rectify the issue.
- 15.2. For urgent matters (including but not limited to loss of essential services, access issues, or safety concerns), You must contact Us by telephone. Notification by email, messaging platforms, or other written communication alone will not be considered sufficient for urgent issues.
- 15.3. For non-urgent matters, notify us via the booking channel or in writing, including clear photographic evidence where applicable.
- 15.4. regionalXscapes must be given a reasonable opportunity to attend the Property and rectify any reported issue. What constitutes a reasonable time



will depend on the nature and severity of the issue and the availability of trades or services.

- 15.5. You agree to provide reasonable access to the Property for inspection and rectification;
- 15.6. To the extent permitted by law:
 - 15.6.1. If You do not provide Us with a reasonable opportunity to rectify the issue; or
 - 15.6.2. If You refuse reasonable access to the Property; or
 - 15.6.3. If You arrange repairs, replacement accommodation, or incur expenses without Our prior written consent;
 - 15.6.4. You will not be entitled to any refund, compensation, reimbursement, or claim in respect of that issue.
- 15.7. No refund or compensation will be payable for any complaint raised after departure unless the Guest notified regionalXscapes as soon as the issue arose during the Stay and provided regionalXscapes with a reasonable opportunity to investigate and rectify the issue.

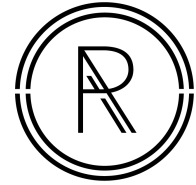
16. Limitation of Liability

- 16.1. Except in the case of a breach of the Consumer Guarantees, Our liability to You for any loss or damage suffered by You in contract, tort or otherwise is limited to the refund of the Price or the re-supply of replacement accommodation services.

17. Privacy disclosure and consent

- 17.1. You authorise Us to collect and store Your personal information in accordance with Our privacy policy located on Our website and amended from time to time.
- 17.2. You consent to Us using Your personal information for the purposes of entering You into Our marketing list so that We can send You information and offers relating to our services.

18. Changes to the Terms and Conditions



18.1. We reserve the right to amend these Terms and Conditions at any time without notice. The version published on our websites www.solterravine.com.au and www.regionalescapes.com.au at any given time is the current and prevailing version, superseding all prior oral or written versions. It is Your responsibility to ensure You are referring to the most recent version prior to Your booking or arrival at the Property.

19. General

- 19.1. This Agreement shall be governed by the laws of Victoria and the parties submit to the non-exclusive jurisdiction of the courts operating in that state.
- 19.2. You warrant that this Agreement creates binding and valid legal obligations.
- 19.3. You must not assign this Agreement to any other party without the Agent's written consent which may be withheld at its absolute discretion.
- 19.4. You warrant that You have read and understood this Agreement and has had an opportunity to obtain legal advice before executing them.