

# Terms and Conditions

The following Terms and Conditions apply to your stay at CLLIX Apartments and Hotels.

## Non-Refundable Bookings:

Reservations booked on Pre-Paid or Non-Refundable Rates; full cancellation charges are applicable if the booking is cancelled.

In case there is a lockdown impacting your travel, due to the COVID19 outbreak, the following will be applicable:

Free change of date or destination up to 24-hours before check-in. Whilst no booking fees will apply, date and hotel changes will be subject to availability and any difference in rate. If bookings have been made via a third party, travel agent, or tour operator, please contact them directly.

## General

Terms & Conditions below are for bookings made directly via the Hotels' website and payments via the payment gateway system through CLLIX Apartments and Hotels brand of Song Properties Pty Ltd operating under ABN 83 600 168 876. These terms and conditions may be updated from time to time and are subject to change at our complete discretion without further notice to you.

## Early Check-Out

The property reserves the right to charge an early departure fee in the event a guest departs earlier than the original departure date.

## Late Check-Out

Late checkouts are available upon request. Please contact Reception to check availability. Additional fees may be applied. A late check-out fee may apply if the property is not vacated before the set check-out time of the property.

## Guarantee Policy

A valid Credit Card is required at the time of booking and a valid Credit Card must be presented at the time of check-in.

## No Party Policy

CLLIX has a strict no-party policy. In the event that any apartment/guest is identified as having a party, the hotel reserves the right to immediately request all occupants of the apartment up to, and including, the guest who has registered for the apartment to vacate the premises. In the event that an eviction does occur, the accommodation is non-refundable. In addition, the registered guests will be required to settle the account before departure for any expense resulting from additional cleaning of the apartment, replacement of any furniture/fixture/fitting breakage, as well as for any required repairs.

## Pre-paid

Guests booking pre-paid rates will be charged at the time of making the booking on the Credit Card provided.

## Pay On Arrival Policy

Guests can choose to book now and pay later with particular rates (i.e., Best Flexible Rate). A valid Credit Card is required at the time of booking however the full payment is not required until check-in. Changes and cancellations are permitted up until 2 pm hotel local time within 48 hours before arrival. Changes or cancellations within this time will be charged in full. No shows will also be charged in full. Reservations made on Free Cancellation Policy can be amended or cancelled 24 hours before arrival. If the reservation is cancelled within 24 hours of arrival, full cancellation will be charged. If bookings have been made via a third party, travel agent, or tour operator, please contact them directly.

## Identification

Upon arrival at your selected property Guests must provide valid Federal or State Government issued photographic identification for security purposes. The booking must be under the name of the person checking in. In addition, the Guest must also provide a credit card in the name of the photographic ID.

## Pre-Authorisation Security Deposit

A Credit Card pre-authorisation of \$200 is required upon check-in. The pre-authorised amount is only a hold (set aside by your bank for a period of up to 10 working days). The pre-authorisation will affect your available fund balance or spending limit. For more information on this practice, we suggest contacting your bank for more information. Once a pre-authorisation has been made, we cannot release, remove, or lower the authorised amount till 10 working days. CLLIX Apartments and Hotels reserve the right to pre-authorise all credit cards upon check-in. Cash is not an acceptable form of pre-authorisation when staying with CLLIX Apartments and Hotels.

## Child Policy

Children sleep free on existing bedding, within the maximum allowed guests per room. If a roll-away / cot/sofa bed is required charges will apply.

For the purposes of this clause “Child” or “Children” means a person or persons aged between 2 years and 12 years; “Infant” means a person under the age of 2 years; “Adult” means a person aged 18 years or over. All ages will be determined from the date at which accommodation commenced. Children and Infants may not stay in any room without an Adult.

## Fees

All Credit Cards (excl Amex & Diners Club) will incur a surcharge of 1.5% from 1 July 2021. American Express & Diners Club will continue to incur a 3% surcharge.

## Facilities

If any feature/facility is essential for the guest in choosing a particular property, we recommend contacting the hotel before booking. CLLIX Apartments and Hotels or Song Properties Pty Ltd cannot be held liable for omissions or errors whether temporary or permanent of a property's facilities and services. Photos shown on the website are indicative only and may not specifically represent the exact room allocated to you. Destination images featured on the CLLIX Hotels website may not represent the views offered from our locations. The accommodation facilities listed may not apply to all room types.

## Internet Access

CLLIX Hotels offers its guests inclusive Wi-Fi internet access that allows customers to connect to the Internet on up to 3 mobile devices per booking. CLLIX Hotels cannot be held responsible for the non-availability of the Internet network, the inability of accessing the Website, external intrusion, computer viruses, or non-authorized online transactions using our Wi-Fi access. Part of your accommodation booking includes a charge payable

to CLLIX Hotels for internet on the terms set out in your guest registration card provided upon arrival.

## No-Shows / Failure to Cancel

Each rate booked at a CLLIX property is subject to a Cancellation Policy. Failure to check in on the reserved arrival date will incur a penalty charge as detailed in the Cancellation Policy of the particular type of rate booked. We reserve the right to cancel or modify reservations where it appears that a customer has engaged in a fraudulent or inappropriate activity or under other circumstances where it appears that the reservations contain or resulted from a mistake or error. We reserve the right to cancel or amend bookings if they do not adhere to our terms & conditions. If a guest chooses to shorten their stay or check out early a penalty charge will apply, as detailed in the Cancellation Policy associated with the rate booked.

## Pricing Errors

CLLIX Apartments and Hotels and its affiliates reserve the right to cancel contracts based upon incorrect information being displayed about price, inclusions, or service at any point in time.

## Foreign Currency

Conversion into foreign currency is given as an indication and is not binding. Only the currency confirmed during your reservation is confirmed.

## Relocation

In the event of a situation whereby the Property cannot provide accommodation as previously confirmed for whatever reason, the Property will undertake to relocate guests to a comparable alternate CLLIX Apartments and Hotels group property at its absolute discretion with no additional cost to the guest. Should the guest wish to choose a property of a higher standard other than offered under this condition, the guest will be required to pay any price difference. Should the guest not wish to accept the relocation, a full refund & booking cancellation may be granted.

## Disclaimers

As a condition of your use of this Website, you warrant to CLLIX Apartments and Hotels that you will not use this Website for any purpose that is unlawful or prohibited by these terms, conditions, and notices. Although CLLIX Apartments and Hotels may from time to



time monitor or review discussions, chats, postings, transmissions, bulletin boards, and the like on this Website, CLLIX Hotels is under no obligation to do so and assumes no responsibility or liability arising from the content of any such locations nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained in any information within such locations on the Website. You are prohibited from posting or transmitting any unlawful, threatening, libellous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law. CLLIX Apartments and Hotels will fully cooperate with any law enforcement authorities or court order requesting or directing CLLIX Apartments and Hotels to disclose the identity of anyone posting any such information or materials.

## Limitation of Liability

Notwithstanding anything contained in these Terms and Conditions to the contrary, CLLIX Apartments and Hotels and its affiliates shall not be responsible for indirect damage, damage arising from consequential damage, or special circumstances, including but not limited to loss of revenue, loss of profit, loss of use, loss of opportunity, arising out of the performance or non-performance of obligations under this Terms and Conditions.

## Insurance

CLLIX Apartments and Hotels strongly recommends you purchase Comprehensive Travel Insurance. We suggest that the policy include, but is not limited to, the following coverage – loss of payment through cancellation, loss or damage to personal baggage, loss of money, and medical expenses.

## Links to Third Parties

CLLIX Apartments and Hotels does not control any third-party website and is therefore not responsible for the content of any linked website or any link contained in a linked website. CLLIX Hotels provides such links only as a convenience to you and the inclusion of any link does not imply endorsement, investigation, or verification by CLLIX Apartments and Hotels of the linked website or any information contained in it.

## Governing Law and Jurisdiction

The products and/or services described in and available through the site may not be available in your country. We make no representation that the services or products offered on the site are appropriate or available for use in any particular location. The site is operated from Australia, and it is governed by the laws of Australia.