

BOOKING TERMS & CONDITIONS

PART 1 – GENERAL 1.

1. IMPORTANT NOTICE

Please read these Booking Terms and Conditions carefully before making a booking.

2. INTRODUCTION

- (a) These Booking Terms and Conditions relate to bookings made for rooms/beds contained in the purpose-built student accommodation properties owned, operated and/or managed by us (individually, a Property and together, the Properties).
- (b) They apply to all bookings for the Properties, including bookings made online through our website (currently located at www.scape.com.au/ (Website)), in person, over the phone, via email, or via a third party agent.
- (c) In these Booking Terms and Conditions:
 - (i) we, us or our means the operator entity of the relevant Property, Scape Australia Management Pty Ltd, its related entities and the bodies corporate that it manages; and (ii) you or your means the person making a booking at a Property.
 - (ii) you or your means the person making a booking at a Property.
- (d) If you do not accept these Booking Terms and Conditions, you must not make a booking with us for a Property. By proceeding with your booking, you expressly agree to these Booking Terms and Conditions.
- (e) We may revise these Booking Terms and Conditions (including any part to these Booking Terms and Conditions) at any time. Please check the Website hosting these Booking Terms and Conditions from time to time to review any changes that have been made, as they are binding on you.
- (f) While we endeavour to ensure that the information contained in these Booking Terms and Conditions is correct, we do not warrant the accuracy and completeness of the material in these Booking Terms and Conditions, nor do we guarantee that these Booking Terms and Conditions, or any content in these Booking Terms and Conditions, will be free from errors or omissions.
- (g) These Booking Terms and Conditions are governed by the law in force in the relevant state in which the Property you have booked is located (Relevant State). You submit to the non-exclusive jurisdiction of the courts of that Relevant State.
- (h) If you do not understand any part of these Booking Terms and Conditions, please contact us on:
 - **Phone: International Number:** +61 (3) 9977 8088 | **local Number:** 1300 068 888 | **Email:** bookings@scape.com.au

3. CANCELLATIONS, HOLDING DEPOSIT AND REFUNDS

- (a) All cancellations of a booking must be submitted to us in writing via email addressed to bookings@scape.com.au.
- (b) Please see Part 2 of these Booking Terms and Conditions for further details on our policies relating to holding deposits and refunds.

4. ROOM/BED RATES AND EARLY ARRIVAL

- (a) All rooms/beds and rates are for occupation by one person only, unless specified otherwise.
- (b) Although we try to ensure the room/bed rates and other costs published on our Website are accurate, errors may sometimes occur, and we will only be bound by the rates and costs set out in your residential tenancy agreement. For more information, please see our 'Website Terms and Conditions of Use' currently located at www.scape.com.au/terms (as may be updated from time to time).
- (c) Should you wish to arrive at the relevant Property earlier than the initial commencement date that you booked for, please contact us using the contact details provided in clause 2 (Part 1). Additional charges may apply.

5. IDENTIFICATION AND VERIFICATION

- (a) On or prior to taking possession of your room/bed at the relevant Property, you must provide us with:
 - (i) proof of enrolment at an Australian educational facility;
 - (ii) valid and current identification, including a passport with visa, driver's license or other government issued photo identification; and
 - (iii) if required by us, reference checks (including employment and/or rental checks).
- (b) If you fail to provide the evidence stated in clause 5(a) (Part 1), we may (at our discretion):
 - (i) cancel your booking, in which case, to the extent permitted by the law of the Relevant State, we may retain any holding deposit and/or any other amounts you have paid to us; or
 - (ii) delay the commencement date of your residential tenancy agreement until such time as you provide us with the required evidence.
- (c) By making a booking with us, you confirm that you have been accepted, or have applied and anticipate being accepted, into a study program at an Australian school, college, university or other similar education facility for the duration of your residential tenancy agreement.

6. AGE REQUIREMENTS

- (a) Subject to clauses 6(b) and (c) (Part 1), by making a booking with us, you confirm to us that you are 18 years of age or older.
- (b) If you are under 18 years of age when you make a booking with us, you:
 - (i) must have the consent of a parent or guardian to make the booking; and
 - (ii) by making a booking with us, confirm that your parent or guardian consented to you making the booking.
- (c) If you will be under 18 years of age on the commencement of your residential tenancy agreement, you may be required to seek permission from your relevant education facility to occupy the relevant Property. You may also be required to have a parent or guardian co-sign and/or guarantee your residential tenancy agreement.
- (d) You must be 16 years of age or older on the commencement of your residential tenancy agreement if you are booking at any property owned or managed by us. We do not accept bookings from, or enter into residential tenancy agreements with, individuals who are younger than 16 years of age.

7. RESIDENTIAL TENANCY AGREEMENT AND BOND

- (a) Please carefully review the terms of the proposed form of residential tenancy agreement before beginning your stay with us. By proceeding with your booking, you confirm that you have read and understood the terms of the residential tenancy agreement.
- (b) As per the terms of the residential tenancy agreement (and without limiting the terms of that agreement), you acknowledge that rooms/beds cannot be sub-leased, and that no pets are allowed at the relevant Property.
- (c) Among other items specified by us, payment of a bond and provision of a signed residential tenancy agreement will be required before we grant you access to your room/bed at the relevant Property.
- (d) If you fail to provide any item required by us in order to occupy your room/bed at the relevant Property (including, but not limited to, any bond, a signed residential tenancy agreement, the first instalment of your rental payment, or reference checks) prior to the timeframe stipulated by us, we may (at our discretion):
 - (i) cancel your booking, in which case, to the extent permitted by the law of the Relevant State, we may retain any holding deposit and/or any other amounts you have paid to us; or
 - (ii) delay the commencement date of your residential tenancy agreement until such time as you provide us with the required item.
- (e) To the extent of any inconsistency between:
 - (i) these Booking Terms and Conditions and the terms of your residential tenancy agreement, the terms of the residential tenancy agreement prevail; or
 - (ii) Part 1 of these Booking Terms and Conditions and Part 2 of these Booking Terms and Conditions, the terms of Part 2 of these Booking Terms and Conditions prevail.

8. PAYMENT METHODS

- (a) In order to make a booking at a Property, you must be able to make rental payments via one of the following methods:
 - (i) fortnightly direct debit, by providing Australian bank account details;
 - (ii) fortnightly payment via PayTo
 - (iii) fortnightly or full upfront payment, via bank transfer (to an account nominated by us); or
 - (iv) any other method nominated by us, at our discretion, or as otherwise required by the laws of the Relevant State.
- (b) Credit card surcharges may apply to payment made by way of credit card or with Mastercard or Visa. Any credit card surcharges must be paid by you upon booking.

9. PRIVACY

- (a) In making a booking with us, you may be required to provide us with your personal information. We may also collect private information from you (such as information about your age, gender, nationality and disability, as relevant) in order to allocate you with a suitable room/bed at the Property.
- (b) We refer you to our privacy policy at www.scape.com.au/privacy-policy (as may be updated from time to time) (Privacy Policy). Our Privacy Policy sets out the terms on which we collect, hold, use, disclose and process personal information.
- (c) By making a booking with us, you:
 - (i) confirm you have read and understood our Privacy Policy;
 - (ii) consent to the way we collect, hold, use, disclose and process personal information as outlined in our Privacy Policy; and
 - (iii) warrant that all personal information provided by you is accurate.

PART 2 – CANCELLATION & REFUNDS POLICY

1. IMPORTANT NOTICE

- The information provided in Part 2 of these Booking Terms and Conditions relates to cancellations made prior to the execution and/or commencement of your relevant residential tenancy agreement. Separate terms will apply to cancellations made after the execution and/or commencement of your relevant residential tenancy agreement.

2. REFUND PROCESS

- (a) Despite any other provision in these Booking Terms and Conditions, in order to arrange a refund of any amounts paid by you (including a holding deposit), you must first complete and provide to us a refund form (Refund Form). A copy of the Refund Form is available at Part 3 of these Booking Terms and Conditions (as may be updated from time to time).
- (b) All refunds will be made via bank transfer (or otherwise via a method of our choosing) within the timeframe required by the law of the Relevant State or, if no such timeframe is stipulated by the law of the Relevant State, within a reasonable period of time after the applicable Refund Form has been duly completed and provided to us.

3. PROPERTIES LOCATED IN NEW SOUTH WALES, AUSTRALIA

- (a) To reserve a room/bed at a Property located in New South Wales, Australia, you must pay a holding deposit equivalent to one weeks' rent when booking your room/bed.
- (b) After payment of the holding deposit, you will be provided with a 'cooling off' period that will end on the earlier of:
 - (i) the commencement date of your residential tenancy agreement; and
 - (ii) 48 hours after payment of the holding deposit, (the Cooling Off Period).
- (c) During the Cooling Off Period, you will be entitled to inform us in writing that you are cancelling your booking, in which case your booking will be cancelled and the holding deposit will be refunded in full to you. To receive this refund as and when required by the law of the Relevant State, please complete and provide to us a Refund Form.
- (d) You will be required to sign a residential tenancy agreement prior to your arrival at the relevant Property, at which point the holding deposit will be applied towards the first instalment of rent payable under your residential tenancy agreement.
- (e) If you request to cancel your booking, or do not sign your residential tenancy agreement within the required timeframe specified by us, the booking may be cancelled and all fees (if any) paid by you will be refunded to you, less the holding deposit.

4. PROPERTIES LOCATED IN QUEENSLAND, AUSTRALIA

- (a) To reserve a room/bed at a Property located in Queensland, Australia, you must pay a holding deposit equivalent to one weeks' rent when booking your room/bed.
- (b) After payment of the holding deposit, you will be provided with a 'cooling off' period that will end on the earlier of:
 - (i) the commencement date of your residential tenancy agreement; and
 - (ii) 48 hours after payment of the holding deposit, (the Cooling Off Period).
- (c) During the Cooling Off Period, you will be entitled to inform us in writing that you are cancelling your booking, in which case your booking will be cancelled and the holding deposit will be refunded in full to you. To receive this refund as and when required by the law of the Relevant State, please complete and provide to us a Refund Form.
- (d) You will be required to sign a residential tenancy agreement after paying the holding deposit within the period of time required by us, at which point the holding deposit will form part of the rental bond.
- (e) If you:
 - (i) do not inform us in writing of a request to cancel your booking during the Cooling Off Period request to cancel your booking after the Cooling Off Period; or
 - (ii) do not enter into your residential tenancy agreement within the period of time required by us pursuant to clause 4
- (d) (Part 2), we may cancel your booking and all fees paid by you will be refunded to you, less the holding deposit.

5. PROPERTIES LOCATED IN VICTORIA, AUSTRALIA

- (a) To reserve a room/bed at a Property located in Victoria, Australia, you must pay a holding deposit equivalent to one week's rent when booking your room/bed.
- (b) After payment of the holding deposit, you will be provided with a 'cooling off' period that will end on the earlier of:
 - (i) the commencement date of your residential tenancy agreement; and
 - (ii) 48 hours after payment of the holding deposit, (the Cooling Off Period).
- (c) During the Cooling Off Period, you will be entitled to inform us in writing that you are cancelling your booking, in which case your booking will be cancelled and the holding deposit will be refunded in full to you. To receive this refund as and when required by the law of the Relevant State, please complete and provide to us a Refund Form.
- (d) You will be required to sign a residential tenancy agreement within 14 days of paying the holding deposit
- (e) To receive a refund of your holding deposit as and when required by the law of the Relevant State, please complete and provide to us a Refund Form.

6. PROPERTIES LOCATED IN SOUTH AUSTRALIA, AUSTRALIA

- (a) To reserve a room at a Property located in South Australia, Australia, you must pay a holding deposit equivalent to one weeks' rent when booking your room.
- (b) After payment of the holding deposit, you will be provided with a 'cooling off' period that will end on the earlier of:
 - (i) the commencement date of your residential tenancy agreement; and
 - (ii) 48 hours after payment of the holding deposit, (the Cooling Off Period).
- (c) During the Cooling Off Period, you will be entitled to inform us in writing that you are cancelling your booking, in which case your booking will be cancelled and the holding deposit will be refunded in full to you. To receive this refund as and when required by the law of the Relevant State, please complete and provide to us a Refund Form.
- (d) You will be required to sign a residential tenancy agreement prior to your arrival at the relevant Property, at which point the holding deposit will be applied towards the first instalment of rent payable under your residential tenancy agreement.
- (e) If you request to cancel your booking, or do not sign your residential tenancy agreement within the required timeframe specified by us, the booking may be cancelled and all fees (if any) paid by you will be refunded to you, less the holding deposit.

7. UNFORESEEN CIRCUMSTANCES

- (a) We understand that some individuals apply for accommodation while waiting for confirmation of acceptance to and/or enrolment in an education facility and subsequent course offer, or issue of an Australian student visa by the Australian Government.
- (b) Notwithstanding any other clause in these Booking Terms and Conditions, if you have paid a holding deposit for a Property and:
 - (i) your application for an Australian student visa is denied or not provided by the Australia Government; and/or
 - (ii) you are not accepted into any education facility you applied for; you may request in writing for your booking to be cancelled in which case:
 - (i) your booking will be cancelled; and
- (j) the holding deposit and all fees paid by you will be refunded in full, (Full Refund).
- (c) In order to qualify for a Full Refund, you must provide us with:
 - (i) written proof of the relevant circumstance set out in clause 7(b) (Part 2);
 - (ii) a minimum of 3 days written notice prior to the commencement date of your residential tenancy agreement; and
 - (iii) a duly completed Refund Form.
- (d) If you do not comply with the requirements set out in clause 7(c) (Part 2), you will not qualify for the Full Refund and this clause 7 (Part 2) will not apply.

8. CANCELLATIONS BY US

At any time prior to the execution and/or commencement of your residential tenancy agreement, we may (at our complete discretion, but otherwise to the extent permitted by the law of the Relevant State) cancel your booking if any of the following occurs:

- (a) the information you provide as part of the booking process is false or misleading; or
- (b) you fail to comply with your obligations in these Booking Terms and Conditions.

In this case, to the extent permitted by the law of the Relevant State, we may retain any holding deposit and/or any other amounts you have paid to us.

PART 3 – REFUND FORM

Follows on next page.

SCAPE REFUND FORM

Please complete the following in English and in BLOCK CAPITALS

CUSTOMER DETAILS

Property Name:	<input type="text"/>	Room Number:	<input type="text"/>
First Name:	<input type="text"/>	Last Name:	<input type="text"/>
Email:	<input type="text"/>	Phone:	<input type="text"/>

Please complete Option A or Option B below by typing the information carefully. Incorrect information may delay the refund process.

OPTION A: AUSTRALIAN BANK ACCOUNT

Bank Name:	<input type="text"/>	Account Holders Name:	<input type="text"/>
BSB:	<input type="text"/>	Account Number:	<input type="text"/>

OPTION B: INTERNATIONAL BANK TRANSFER FEE

International bank fees may apply. *SWIFT code is a standard format of Bank Identifier Codes (BIC) and it is unique identification code for a particular bank. It is a minimum of 8 digits. Please contact your bank to obtain your SWIFT code..

Bank Name:	<input type="text"/>	Account Holders Name:	<input type="text"/>
Account Number:	<input type="text"/>	SWIFT/BIC*:	<input type="text"/>
IBAN: (European Bank Only)	<input type="text"/>	Bank Address:	<input type="text"/>
City:	<input type="text"/>	Country:	<input type="text"/>
Account Holders Address:	<input type="text"/>		

AUTHORISATION

Refunds will be processed within 30 days of receiving the form.

Customer Signature:	<input type="text"/>	Date:	<input type="text"/>
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..... (OFFICE USE ONLY)

REFUND DETAILS (OFFICE USE ONLY)

Amount:	<input type="text"/>	Entry ID:	<input type="text"/>
Reason for Refund:	<input type="text"/>		

APPROVED BY

Managers Name:	<input type="text"/>	Date:	<input type="text"/>
Managers Signature:	<input type="text"/>		

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