THE
EXECUTIVE

TERMS AND CONDITIONS

1. IMPORTANT

Please read these terms and conditions carefully

1.1 All bookings made via Participating Websites or with The Executive directly are made subject to these terms and conditions and the person making the booking will be deemed to have accepted these Terms and Conditions on behalf of all persons who will be staying at the Property under the booking once any payment is made in relation to the booking.

1.2 Bookings may also be governed by and subject to additional terms and conditions. These terms and conditions may relate to items such as payments, deposits and cancellations and you should confirm the exact conditions directly with the Property before booking. If there is any inconsistency between the Property terms and conditions and these Terms and Conditions, the latter will prevail.

1.3 If booking via your Travel Agent the terms and conditions provided by your Travel Agent will apply to your booking and you should ask your Travel Agent for a copy of these terms and conditions.

1.4 Any prices, fees, deposit amounts or charges which are specified or referred to in these terms and conditions are in the same currency as the booking to which they relate.

2. DEFINITIONS

In these Terms and Conditions

2.1 "Best Available Rate" means the best rate available on any given day.

2.2 "Child" has the meaning given in clause 23.

2.3 "Infant" has the meaning given in clause 23.

2.4 "Minor" means a person who is under the age of 18 years.

2.5 "Modern Slavery" means the exploitation of a worker, human trafficking, slavery, servitude, forced labour, debt bondage or deceptive recruiting for labour or services, or similar types of conduct.

2.6 "Modern Slavery Laws" means any law which prohibits Modern Slavery, and which is applicable to you, The Executive or its business activities relevant to these Terms and Conditions, or which imposes Modern Slavery reporting obligations on one or both of the parties to these Terms and Conditions.

2.7 "Non-refundable Booking" means a booking at the Property which is advertised as a booking that has Booking Conditions that states it is a non-refundable booking.

2.8 "Peak Season Booking" means a booking at the Property which falls within Christmas & New Year period.

2.9 "Responsible Adult" in relation to a Minor, means an adult who is-

(a) a parent, step-parent or guardian of the minor;

(b) the minor's spouse or de facto partner, or

(c) for the time being standing in as the parent of the minor, with written authority from the parent, step-parent or guardian.

2.10 "Special Date Booking" means a booking at the Property which falls within a public holiday weekend and the Newcastle 500 Supercars weekend.

2.11 "Standard Booking" means a booking at the Property, excluding Non-refundable Booking, Special Dates Booking or Peak Season Booking.

2.12 "You" and "Your" mean the person who is making the booking.

3. PHOTOGRAPHIC IDENTIFICATION

3.1 All guests staying the room are required to register separately at the time of check-in.

3.2 When you check-in you will be asked to provide photographic identification for all guests over the age of 18 staying in the room, stating name and current address. Any Minor staying under the booking must be accompanied by a Responsible Adult in possession of photographic identification.

3.3 If you are unable to provide such identification your booking may be cancelled and you may be liable to pay The Executive an amount equal to the full booking amount plus any other costs incurred by The Executive in connection with the booking. Accordingly, any pre-payment you have made in relation to the booking will be forfeited to The Executive under this term.

4 HOW TO BOOK / QUOTES AND RESERVATIONS

4.1 You must be over 18 years of age to make a booking.

4.2 Bookings are subject to the availability and applicable pricing at the time of the booking and some conditions and/ exclusions may apply including but not limited to minimum stay requirements.

4.3 Any quote given is an estimate only of price and the price will only be confirmed once a payment is made on the booking and you receive written advice from The Executive that the booking has been confirmed.

4.4 Any confirmed price is subject to change if:

i A payment which is due on a booking is not received by The Executive by the date the payment is due.

ii There is a change in or imposition of a government charge, tax or levy which entitles or necessitates The Executive changing the price of your booking.

iii Any details relating to your booking are amended, for example your dates of stay, your room type or the number of persons staying under your booking, in which case clause 9, 10 or 11 will apply.

4.5 If you reasonably believe a written confirmation or invoice which has been provided to you is incorrect, you can request that The Executive property reissue that written confirmation or invoice and you may either pay the amount specified on the reissued written confirmation or invoice by the date which it is specified as being due, or cancel your booking.

5 PAYMENT

5.1 Payments may be made by Visa, MasterCard, Diners, American Express or Australian Dollar.

5.2 The Executive accepts no responsibility for monies paid by you to a travel agency until cleared funds are received in the bank account of The Executive property.

6 DEPOSIT AND FINAL PAYMENT

6.1 For STANDARD BOOKINGS a valid credit card is required to confirm the reservation, with payment taken at the time of check-in to The Executive .

6.2 For SPECIAL DATE & PEAK SEASON BOOKINGS (Easter, Christmas & New Year Period, Newcastle 500 Supercars). Full payment must be received at least 7 days prior to your scheduled day of arrival or, if you're booking is made within 7 days of your scheduled day of arrival, at the time of booking. Please contact the property directly to organise the payment.

6.3 For NON-REFUNDABLE BOOKINGS full payment is required at the time of booking.

6.4 If any deposit or final payment is not received by the due date, The Executive reserves the right to cancel the booking and any monies paid by you in relation to your booking will be forfeited to The Executive .

7 RATES AND CHARGES

7.1 The currency applicable to any quoted rates will be specified with the quoted rate. All quoted rates are subject to change at any time until full payment is received.

7.2 Quoted rates are inclusive of all compulsory government or regulatory charges and taxes (for example GST) where applicable.

7.3 Quoted rates do not include transport to or from the Property or items of a personal nature including but not limited to laundry, telephone, taxis, room service, meals or transfers, airport taxes), unless otherwise indicated.

7.4 If you have been quoted a rate that includes items including but not limited to meals, you should contact the Executive directly to obtain details of these inclusions.

7.5 Some rates which are quoted are valid only for a minimum number of nights and if the number of nights included in your booking changes the rate may also change.

7.6 For information on rates for Children, Infants and extra persons, please refer to clauses 23 and 24.

7.7 Please visit the Property website or contact the Property direct for further information on specific inclusions and exclusions.

8 REFUNDS

8.1 Any amount paid by you to The Executive for your booking (including deposits) shall be dealt with as stated in these Terms and Conditions.

9 STANDARD BOOKINGS - CANCELLATION / AMENDMENT

9.1 Full payment of accommodation charges will be processed to your nominated credit card upon check-in on the date of your scheduled arrival.

9.2 If you amend your booking the following charges will apply in relation to each room you have booked:

i Amendments for Standard Bookings may be requested up to 24 hours prior to your scheduled check-in time.

ii All amendment requests are subject to availability and pricing.

9.3 If you cancel your booking the following charges will apply in relation to each booking:

i Up to 24 hours prior to your scheduled check-in time: No cancelation fee will be applied and any deposit you have paid for your booking will be returned.

ii Within 24 hours of your scheduled check-in time: a cancellation fee equal to 1 nights accommodation will apply and you will be required to pay to The Executive this amount less any amount which you have already paid.

iii Should you amend your booking during your stay and depart early a cancellation fee of 1 night accommodation charge will apply to remaining nights of the booking.

10 SPECIAL DATE & PEAK SEASON BOOKINGS - CANCELLATION / AMENDMENT 7 DAYS

10.1 Full payment of accommodation charges will be processed to your nominated credit card 7 days prior to your scheduled arrival date.

10.2 If you amend your booking the following charges will apply in relation to each room you have booked:

i Amendments for Special Date Bookings may be requested up to 7 days prior to your scheduled check in time.

ii All amendment requests are subject to availability and pricing.

iii Should you amend your booking during your stay and depart early a 100% cancellation fee will apply to remaining package charges.

10.3 If you cancel your booking the following charges will apply in relation to each booking:

i Up to 7 days prior to your scheduled check-in time: No cancelation fee will be applied and any deposit you have paid for your booking will be returned.

ii Within 7 days of your scheduled check-in time: a 100% cancellation fee will apply and you will be required to pay to The Executive the full amount of your booking less any amount which you have already paid.

iii Should you amend your booking during your stay and depart early a 100% cancellation fee will apply to remaining package charges.

11 NON-REFUNDABLE BOOKINGS - CANCELLATION

11.1 Full payment of accommodation charges will be processed to your nominated credit card at the time of booking.

11.2 Amendments to Non-refundable Bookings are not permitted.

11.3 For Non-refundable Bookings, if you cancel your booking at any time after it is made there a 100% cancellation fee will apply.

12 NO-SHOWS OR TERMINATIONS

12.1 If you do not show up for your booking or terminate your booking early after you have checked in you will be charged a 100% cancellation fee and will be required to pay to The Executive the full amount of your booking plus any incidentals charges incurred less any amount which you have already paid.

13 BOOKING CREDIT

13.1 Any Booking Credit to be applied to future accommodation bookings with The Executive will be issued in the form of a Gift Voucher.

14 CHECK-IN

14.1 Check-in time is 2:00pm.

14.2 If you wish to guarantee your ability to check-in prior to 2:00pm you must book an additional night's stay and pay the applicable rate for that additional night.

15 CHECK-OUT

15.1 Check-out time is 10:00am.

15.2 Requests for a later check out should be made direct with the The Executive prior to or when you check-in.

16 LATE CHECK-OUT

16.1 If you wish to check-out later than the 10:00am check-out time you must obtain approval from The Executive at least 12 hours prior to your scheduled check-out time. Late check out approval is subject to availability.

16.2 The Executive may approve a request for late check-out at their discretion:

i if you check-out between 10:00am and 11:00pm a surcharge of $60.00;

ii if you check-out between 11:00am and 12:00pm a surcharge of $100.00;

iii if you check-out after 12pm a charge equivalent to the fully daily rate will be applied.

17 SECURITY DEPOSITS

17.1 You must provide a credit card pre-authorisation or imprint of $100 when you check-in.

17.2 The pre-authorisation may be used to cover incidental items including but not limited to telephone charges, security bond or deposit for any breakages or damage incurred during your stay or cleaning charges in excess of the normal level of cleaning.

17.3 The pre-authorisation process validates your credit card, and protects both the cardholder and merchant from increasing fraud incidents.

17.4 The pre-authorised amount is set aside by the card issuer for a period of up to 14 days from the date of preauthorisation and the pre-authorisation will affect your available funds balance or spending limit. For more information on this practice please contact your card issuer.

18 ROOM ASSIGNMENT

18.1 All requests will be taken into consideration but NOT guaranteed.

19 HOTEL OVERBOOKING

19.1 In the unlikely event that The Executive cannot provide accommodation at the Property for which you have booked, The Executive will at no additional expense to you relocate you into an alternative property which in the reasonable opinion of The Executive is of comparable quality and in a comparable location. 19.2 If a property of comparable quality in a comparable location is not available, The Executive may relocate you to a property of less comparable quality or less comparable location in which case The Executive will pay you an amount which it reasonably believes represents the difference between the rate payable for the alternate property and the rate paid by you for the Property at which you had booked.

19.3 Should you wish to be relocated to an alternative property other than the property chosen by The Executive under this term, you will be required to pay any difference in price between the The Executive choice of property and your chosen property.

19.4 If you and The Executive cannot agree on an alternative property under this clause then you may request The Executive cancel your booking and issue you with a Booking Credit for the full amount of that booking less any amounts which you owe to The Executive .

20 HOTEL SERVICING

20.1 Your booking will include daily room servicing unless the rate booked specifically states otherwise.

21 NO PARTY POLICY

21.1 Strict noise restrictions apply after 10pm, any complaints will result in additional charges and possible eviction.

21.2 In the event that any guest is identified as having a party, the hotel reserves the right to immediately request all occupants of the room up to, and including, the guest who has registered for the room 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 prior to departure for any expense resulting from additional cleaning of the room, replacement of any furniture / fixture/fitting breakage, as well as for any required repairs.

22 NON SMOKING PROPERTY

22.1 The Executive is a non-smoking property, any evidence of smoking of any kind will incur a $300.00 additional cleaning fee and may result in eviction from the property.

23 CHILD POLICY

23.1 “Child” or “Children” means a person or persons aged between 3 years and 15 years; and “Infant” means a person under the age of 3 years. All ages will be determined from the date at which accommodation commenced.

24 EXTRA PERSON POLICY

24.1 Persons aged 15 and under are complimentary when no additional bedding is required. A port-a-cot can be provided for an additional charge.

24.2 Persons aged over 15 years will be charged an additional Extra Person rate of $60.00 per night for each person staying in a room.

25 UNACCOMPANIED MINORS

25.1 All guests under the age of 18 must be accompanied by a Responsible Adult.

25.2 If a guest is found to be a Minor who is not accompanied by a Responsible Adult, The Executive may immediately cancel the guest's booking and the full booking amount will be forfeited to The Executive under this clause.

26 FACILITIES AND SERVICES

26.1 Whilst care is taken to ensure that the description of facilities and services of the The Executive is accurate, these are continually being changed, upgraded, and on occasion taken out of service and if any feature/facility is essential to you, it is your responsibility to confirm with the Executive prior to making your booking that the feature/facility will be available during your stay.

26.2 To the extent permitted by law The Executive is not liable for omissions, errors or changes to the facilities and services, whether temporary or permanent.

26.3 Accommodation facilities listed may not apply to all room types.

27 CAR PARKING

27.1 Please be advised that parking spaces are provided, however are strictly one space per room, any additional cars will be required to park outside the property.

28 MINI BAR

28.1 Mini bar items are placed in each room upon arrival. Please advise Reception of any items you use, otherwise any items found missing upon checkout will be charged immediately to the credit card details given at check in.

29 SPECIAL REQUESTS

29.1 Whilst The Executive attempts to satisfy all special requests, The Executive does not guarantee that special requests can be accommodated.

30 TRAVEL INSURANCE

30.1 The Executive strongly recommends that at the time of booking you purchase comprehensive travel insurance to cover items including but not limited to: loss of booking amount through cancellation, loss or damage to personal baggage, loss of money and medical expenses.

31 DRESS CODE

Dress Standard for the Hotel, Bar and Restaurants

31.1 For the comfort of all patrons, a minimum dress standard of smart casual attire and footwear is required at all times, irrespective of fashion trends. Patrons and guests are permitted entry to the hotel and Wests New Lambton bars and restaurants where their overall appearance is deemed suitable for entry, and does not:

i Bear offensive slogans or pictures

ii Appear ripped, dirty, soiled or untidy

iii Present a health and safety hazard

iv Present a security risk Management reserves the right to refuse entry to any person at its discretion.

32 THIRD PARTY PRODUCTS AND SERVICES

32.1 Third party products or services are sometimes sold together with accommodation provided by The Executive . In such circumstances the third party is entirely responsible for supplying the products or services to you and any involvement The Executive has in facilitating your booking with the third party is as the third party's agent. The Executive is in no way the supplier of the products and services and to the extent permitted by law The Executive is not liable for any failure by the third party to provide the products or services, nor for any act, error, omission, default or negligence of the third party.

32.2 All third party coupons, vouchers, receipts and tickets are issued subject to the terms and conditions specified by those third parties.

32.3 The Executive does not warrant the accuracy of any information, statements or representations made by third parties.

33 RELEASE, INDEMNITY AND PROPORTIONATE LIABILITY

33.1 To the extent permitted by the law, you agree to release, indemnify and hold harmless, The Executive and its current and former officers, employees, contractors, sub-contractors/consultants (including their respective employees and contractors) and agents against, from and in respect of all expenses, costs, liabilities, claims, actions, proceedings, damages, judgments and losses of any kind whatsoever (including but not limited to consequential and economic losses, property loss/damage and damages for injury, including personal injury and death) arising out of, caused by, attributable to or resulting from your booking or your stay at the Executive except to the extent such expense, cost, liability, claim, action, proceeding, damage, judgment or loss arose out of, was caused by, attributable to or resulted from The Executive negligence, wrongful act/omission or breach of these terms and conditions.

33.2 To the extent permitted by law the aggregate of The Executive liability to you is limited to an amount not exceeding the amount paid by you for your booking.

33.3 Each indemnity in these terms and conditions is a continuing and independent obligation and survives the termination or expiry of these terms and conditions.

34 CONSUMER LAW

34.1 To the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied or conferred by statute, custom or the general law that impose any liability or obligation on The Executive are excluded under these Terms and Conditions.

34.2 Nothing contained in these Terms and Conditions excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law or under anyinternational consumer protection legislation, provided that, to the extent that such law permits The Executive to limit its liability, then The Executive liability is limited to:

i. in the case of services, supplying the services again or payment of the cost of having the services supplied again; and

ii. in the case of goods, replacing the goods, supplying equivalent goods or repairing the goods, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.

35 EVENTS BEYOND CONTROL

35.1 The Executive is not responsible for any loss arising out of any occurrences or conditions beyond its control, including but not limited to acts of terrorism, act of God, defects in vehicles, war, strikes, theft, delay, cancellation, civil disorder, disaster, Government regulations or changes in itinerary or schedule.

35.2 All travel documents, observance of laws and government regulations are your responsibility.

36 USE OF INFORMATION

36.1 You consent and authorise The Executive to collect, use and disclose your personal information for the purposes of administering your booking and providing you with any services associated with your booking.

36.2 You consent to information which you have provided to The Executive or the relevant Property as part of your booking being used by The Executive , the relevant Property or any of their related bodies corporate for the purpose of informing you about offers and promotions which relate to The Executive , The Wests Group Australia and their related bodies corporate or Participating Properties.

36.3 The Executive will not provide or disclose any information you have provided to The Executive or the relevant Property to any person other than a related body corporate without your prior written consent.

36.4 Upon request by you and to the extent permitted or required by law, The Executive will provide you with access to and/or the ability to correct your personal information however only the person who made the booking will be entitled to access and/or correct personal information pertaining to that booking.

37. MODERN SLAVERY

37.1 This clause 37 applies where you are a company or otherwise are the owner, operator or conductor of business activities.

37.2 You warrant that:

i. you do not engage in any conduct or omission which may contravene any Modern Slavery Laws; and

ii. you will implement due diligence procedures for your own suppliers, and other persons in your supply chain to ensure that there is no, or there is no risk of, Modern Slavery in your supply chains.

37.3 You must promptly provide The Executive with any information or documentation upon request that The Executive reasonably requests to:

i. enable The Executive to comply with its obligations under the Modern Slavery Laws; and

ii. evidence your compliance with the Modern Slavery Laws

38 GENERAL

38.1 The Terms and Conditions are governed by and will be construed in accordance with the laws of the State of New South Wales, Australia.

38.2 If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable then it will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible, it will be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue to have full force and effect.