



Choice Sports Programme Terms and Conditions

Choice Hotels Asia Pac Pty Ltd (“**Choice Hotels**”) is a franchisor with more than 270 franchised hotels, motels, inns, suites and resorts operating across Australia and New Zealand under the Econo Lodge, Comfort, Quality or Clarion brands or as an Ascend Hotel Collection member.

Background

To increase business delivery to its franchisees, Choice Hotels wishes to partner with sporting clubs and associations located in Australia and New Zealand (“**Clubs**”) under a programme (“**Choice Sports Programme**”) which will provide discounted accommodation by Choice Hotels franchised properties participating in the Choice Sports Programme (“**CHA Hotels**”) to Clubs and their officials, employees, volunteers, sponsors, members, players and supporters (and their respective immediate and wider families, friends and associates) (collectively called for each Club, “**Club Participants**”) and the payment to Clubs of commissions/rebates on such accommodation.

Terms and Conditions

Agreement

1. An agreement between Choice Hotels and a Club for the participation by the Club and its Club Participants in the Choice Sports Programme on the terms and conditions contained in this document (**Agreement**) will commence on acceptance by Choice Hotels of a Club’s application (which must be in the form and provide all information and documentation required by Choice Hotels) and inclusion of the Club in the Choice Sports Programme on a Club Commission (explained below) which shall be set by Choice Hotels. The Agreement will continue until terminated in accordance with clauses 18, 19 or 20.

Choice Sports Programme Benefits

2. For each Club participating in the Choice Sports Programme, Choice Hotels agrees to pay or provide the following benefits:
 - (a) **Discounted Accommodation**



- Choice Hotels will facilitate bookings for discounted group and non-group accommodation with CHA Hotels based on the rates specified below.
- Clubs requiring group accommodation (defined as bookings involving at least 10 rooms or 15 paying guests (**“Group Bookings”**) must book through the Choice Hotels sports reservation desk (**“Choice Sports Desk”**) and quote the Club’s Client ID booking number.
- Clubs or Club Participants requiring non-group accommodation can book by calling the Choice Sports Desk on 1800 182 794 (Aust) or 0800 907 187 (NZ) and quoting their Club’s Client ID booking number or logging onto www.choicehotels.com.au or www.choicehotels.co.nz and entering their Club’s Client ID booking number.
- Clubs who make Group Bookings through the Choice Sports Desk for a stay at a CHA Hotel will receive the best discount negotiated and agreed by the Choice Sports Desk with the CHA Hotel. This discount will be up to 15% off the CHA Hotel’s Best Available Rates.
- Club Participants who book non-group accommodation through the Choice Sports Programme with CHA Hotels will receive a minimum of 15% discount off the hotels’ Best Available Rates.
- The accommodation rates for non-group bookings are room only rates and do not include meals or other benefits.
- As noted above, accommodation rates for Group Bookings will be negotiated with CHA Hotels by the Choice Sports Desk on behalf of the Club. Generally, the Choice Sports Desk will already have room only, room with continental breakfast and room with full breakfast Group Booking rates to choose from so unless the Club has different requirements for a stay at a given Choice Hotel, there may be no need for any negotiation between the Choice Sports Desk and the hotel.

(b) Club Commissions

- For all consumed (used) bookings at CHA Hotels made through the Choice Sports Desk or on either of Choice Hotels websites (www.choicehotels.com.au or www.choicehotels.co.nz) by a Club or Club Participant using the Club’s dedicated Client ID booking number, Choice Hotels will pay the Club a percentage of the GST exclusive value of the accommodation, which percentage shall be set by Choice Hotels on inclusion of the Club in the Choice Sports Programme. The payment is called a Club



Commission and operates as a rebate to Clubs on bookings made and paid for by them and as a commission to Clubs on bookings made and paid for by Club Participants.

- Club Commissions will be paid to each Club on a monthly basis, 21 days after each completed calendar month by electronic funds transfer to the bank account nominated in the Club's application form.
- At the time of commencement of an Agreement between Choice Hotels and a Club, Choice Hotels warrants to the Club that it is registered for GST and the Club must notify Choice Hotels if it is or is not registered for GST. Each party agrees that it will notify the other if its registration status changes. Choice Hotels will issue Recipient Created Tax Invoices (“**RCTIs**”) or Recipient Created Adjustment Notes (“**RCANs**”) in respect of the supply of Club Commissions to Clubs by Choice Hotels. Clubs will not issue tax invoices or adjustment notes in respect of the same supply. Choice Hotels will issue the original or a copy of the RCTI to Clubs at the same time as it pays their Club Commissions and the original or a copy of an RCAN to Clubs within fourteen (14) days of an adjustment.

Individual and Group Bookings made under the Choice Sports Programme

3. Bookings by the Choice Sports Desk at CHA Hotels are subject to property inventory being available in the Choice Hotels Central Reservation System.
4. Non-Group bookings must be paid to the CHA Hotel at the time of check out. If required by the Choice Sports Desk (to meet a CHA Hotel payment policy), the booking must be guaranteed with a credit card or by way of a deposit (where applicable).
5. Clubs and Club Participants must abide by each CHA Hotel's cancellation policy.
6. Clubs must make Group Bookings as far in advance as possible. Final booking lists must be provided to the Choice Sport Desk for sending to CHA Hotels within 14 days of the arrival date. The Club's Group Booking organiser (“**Organiser**”) will be contacted by the Choice Sports Desk if this has not occurred.
7. Except in the case of Club Group Bookings where the Club has been granted a credit account, the applicable deposit for a Group Booking must be paid or guaranteed with a credit card at the time the booking is made. The Organiser must give written notice to the Choice Sports Desk of any Group Booking cancellation or group number changes. Verbal notification will not suffice.



8. If a Group Booking is cancelled or the Group Booking numbers are reduced by greater than 10% within 14 days of the arrival date, then the Club (for Club bookings) will be liable to pay the entire accommodation value of the Group Booking.
9. Contact details for the Choice Sports Desk for Group Bookings are provided below:
E-mail: sports@choicehotels.com.au
Phone: 1800 182 794 (Aust)
0800 907 187(NZ)
Web www.choicehotels.com.au (Aus)
www.choicehotels.co.nz (NZ)

Use of Choice Hotels Brands

10. Choice Hotels grants each Club for the term of their Agreement a non-exclusive royalty free revocable licence to use those Choice Hotels trade marks and logos (“**Brands**”) which it makes available for use by Clubs to promote the Choice Sports Programme (“**Purpose**”).
11. On request, Choice Hotels will provide the Brands to Clubs (in the appropriate form and specification).
12. Clubs must not use the Brands for any purpose other than the Purpose.
13. Clubs must at all times ensure that the Brands and the reputation of Choice Hotels are not harmed or potentially harmed as a consequence of any Club or Club Participant act or omission.
14. The licence granted to a Club in clause 12 will automatically terminate and be revoked upon termination of their Agreement and all Brands and the intellectual property rights attached thereto shall be returned to Choice Hotels where possible, destroyed where relevant, and/or not be used in any way by the Club.

Indemnity

15. Where, for a given CHA Hotel, a Club makes a booking, the Club shall indemnify Choice Hotels and its officers, employees and agents from and against all costs, expenses, damages, liabilities, claims, actions and proceedings suffered or incurred by them as a result of or in connection with:
 - any damage to any property at the CHA Hotel which occurs as a result of any action, omission or negligence of any person who stays at the CHA Hotel under the booking (a “**Guest**”);



- the death of, or injury to any Guest or any other person as a result of any action, omission or negligence of a Guest;
 - the loss or damage to any property of a Guest.
16. Choice Hotels is not liable for any acts or omissions or negligence of the CHA Hotels or any of their employees, agents or contractors. Any concerns should be directed to the specific CHA Hotel in question.

Assignment

17. An Agreement may not be assigned by a Club to any third party.

Termination of an Agreement

18. CHA may terminate an Agreement and remove a Club from the Choice Sports Programme at any time without notice to the Club.
19. An Agreement will terminate immediately on:
- (a) the deregistration of a Club; or
 - (b) the winding up of a Club or the appointment of an external administrator to the Club.
20. A Club may terminate its Agreement by notice in writing to Choice Hotels c/- the Choice Sports Desk.
21. Notwithstanding the termination of an Agreement, the Club and its Club Participants must honour all forward bookings or pay any cancellation charges which may arise under these terms and conditions in relation thereto. While Choice Hotels will pay Club Commissions on all consumed bookings up to the date of termination of an Agreement, it will not pay Club Commissions on forward bookings.

Goods and services tax

22. Where any term is used in these terms and conditions and defined in the *A New Tax System (Goods and Services Tax) Act 1999*, it shall have the meaning which it bears in that legislation.
23. In the case of a Supply under an Agreement which is a taxable supply:
- the consideration payable or otherwise provided (apart from under this clause) to the Supplier (under the other provisions of the Agreement) will be increased by an amount equal to the Applicable GST;
 - the Applicable GST shall be the GST payable on the Supply;



- the Applicable GST shall be added to the consideration payable or otherwise provided (apart from under this clause) for the Supply under the other provisions of the Agreement so as to form an additional part of the consideration for the Supply.
- the Applicable GST shall be paid at the same time and in the same manner as the consideration for the Supply.

Variation of Terms and Conditions:

24. These terms and conditions are subject to change from time to time by Choice Hotels in its sole and absolute discretion without the requirement for any notice to be given to Clubs.

Governing Law

25. All Agreements will be governed by and construed in accordance with the laws of the State of Victoria, Australia and the parties agree to submit to the jurisdiction of the Courts in the State of Victoria, Australia in relation to any dispute arising out of in connection with such Agreements.