



Star Ratings Australia

1 July 2017-30 June 2018 Licence Agreement – Terms & Conditions

Between

This is an agreement between Star Ratings Australia, a division of Australian Tourism Industry Council Ltd ACN 095 626 976 (referred to as the 'Licensor', 'SRA', 'we', 'our' or 'us' as the context requires) and the Licensee identified overleaf or in a Star Rating Renewal Notice (referred to as the 'Licensee' or 'you' as the context requires).

Background

- A. Australian Tourism Industry Council Ltd (ACN 095 626 976) of 150 Collins St, Victoria, 3000 owns all of the Intellectual Property Rights in the Star Rating Scheme, including the Star Trade Marks.
- B. SRA operates and manages the Star Rating Scheme.
- C. You wish to participate in the Star Rating Scheme and accordingly agree to the terms of this Agreement relating to your permitted use of the Star Trade Marks at the property identified overleaf (the Property).

1. What does this agreement deal with?

- 1.1. This Agreement commences on the date we receive a copy of this Agreement which has been signed by or on behalf of you and you have paid the Fee, or, in the case of a renewal, on the date you pay the Renewal Fee. This Agreement will continue until it is terminated in accordance with the terms of this Agreement.
- 1.2. **This Agreement applies only to those parts of the Property managed and operated by you.**
- 1.3. By participating in the Star Rating Scheme, you acknowledge and agree that this Agreement is binding upon you, including if you are a member of a Group Buy Company and this Agreement has been formally entered into on your behalf.

2. Definitions

- 2.1. **Agreement** means the terms and conditions set out in this document, any schedule to this document and also includes the Standards & Guidelines together with any amendments made from time to time by the Licensor to this document or any other document incorporated by reference to this document.
- 2.2. **ATIC** means Australian Tourism Industry Council Ltd.
- 2.3. **Category** means groupings of accommodation styles having a unique set of Star Rating standards as set out in the Standards & Guidelines including, but not limited to, the categories of Hotel, Motel, Serviced Apartments, Self Catering, Caravan-Holiday Parks & Hosted Accommodation.
- 2.4. **Fee** means the annual licence fee(s) identified overleaf in this Agreement entered into by you or, if applicable, on your behalf by the Group Buy Company of which you are a member.
- 2.5. **Group Buy Company** means an accommodation chain company or other acceptable group of accommodation properties responsible for paying the Fee on your behalf and on behalf of its other members in order for you and the members to participate in the Star Rating Scheme.
- 2.6. **GST** has the meaning given to it under A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- 2.7. **Intellectual Property Rights** means all present and future rights, whether or not registered or registrable, and interests arising anywhere in the world as a result of intellectual activity (whether statutory, common law or otherwise) including patents, copyright, trade marks, logos and design marks, service marks, trade names, business names, brand names, designs, know how, confidential information, discoveries, trade secrets, domain names, other names and locators associated with the world wide web, internet addresses, computer programs and other interests of a like nature and also includes the right to register any such rights.
- 2.8. **Materials** includes any documents, artworks, designs, concepts, photographs, presentation aids, papers, research documents, equipment, software, goods, information and data stored by any means, or any other materials necessary to get full benefit of this Agreement that are provided by you, to the Licensor, in connection with this Agreement.
- 2.9. **Moral Rights** means the rights of integrity of authorship, rights of attribution of

authorship, rights not to have authorship falsely attributed, and the rights of a similar nature conferred by statute that exist, or may come to exist, anywhere in the world.

2.10. Operator means:

- (i) a person or persons or an entity who owns, leases and/ or operates the Property, as described in this Agreement or Star Rating Renewal Notice; or
- (ii) a member of a Group Buy Company described in this Agreement or Star Rating Renewal Notice.

2.11. **Prices** means the current prices (in Australian currency) at which you are or will be offering accommodation at the Property to members of the general public.

2.12. **Primary Star Rating** means the Star rating for a Property (by reference to a number of Stars and equivalent Star Trade Mark) awarded to that part of the Property representing at least 60% of the accommodation type available at the Property.

2.13. **Property** means the property identified in this Agreement or Star Rating Renewal Notice.

2.14. **Stars Assessment Report** means a report issued by or on behalf of the Licensor following a review of the Property conducted in accordance with the Standards & Guidelines.

2.15. **Property Star Rating** means the Star rating awarded by the Licensor to the Property, by reference to a number of Stars and equivalent Star Trade Mark, as set out on the front page of the Star Assessment Report in connection with the Property, awarded in accordance with the Standards & Guidelines, and as reviewed, awarded and notification in writing to the Operator from time to time. The Property Star Rating may or may not be a primary or additional rating.

2.16. **Renewal Fee** means the annual fee(s) as set out in the Star Rating Renewal Notice issued to you or to the Group Buy Company (if applicable)

2.17. **Scheme Entry Criteria** means the criteria detailed in the Standards & Guidelines that must be satisfied before a property can be awarded a Star Rating.

2.18. **Standards & Guidelines** means each of the documents relating to the Star Rating Scheme published or otherwise made available by or on behalf of the Licensor including but not limited to, the Australian Star Rating Scheme, Scheme Entry Criteria, Category Requirements, Code of Conduct and Minimum Standards, Trade Mark Guidelines and Category Standards & Guidelines for review of a Property, as amended from time to time and available from the Star Ratings Australia website at <<www.starratings.com.au>>.

2.19. **Star Rating Review Report** means an official notice or certificate issued by or on behalf of the Licensor to the Licensee following a review of a Property in accordance with the Standards & Guidelines, attaching the Star Assessment Report for the Property.

2.20. **Star Rating Scheme** means SRA's property rating scheme for the Australian tourism accommodation industry, whereby properties are reviewed and rated on the cleanliness, quality and condition and facilities and services. under this scheme, following the Licensor's review of a Property, the Licensor may award a Property a Star Rating in accordance with the Standards & Guidelines.

2.21. **Star Rating Renewal Notice** means the renewal notice issued by the Licensor offering to extend this Agreement for a further one year term.

2.22. **Star Trade Marks** means each of the Star trade marks identified in the Standards & Guidelines.

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3. Property Star Rating

- 3.1. You can request that the Licensor awards an additional Property Star Rating for different parts of the Property which are in the same Category.
- 3.2. By participating in the Star Rating Scheme you consent to making the Property available for review by us in accordance with the Standards & Guidelines. Following our review, we will issue you an Stars Assessment Report and award the Property a Property Star Rating for the relevant Category to which the review related.
- 3.3. Each Star Rating Review Report and Stars Assessment Report remains our property and we may use each such notice and report, and all information contained in them, for any and all purposes associated with our operation and management of the Star Rating Scheme. You consent to us providing a copy of the Stars Assessment Report in respect of the Property to, and/or at the request of, any new, subsequent, intending or apparent purchaser, owner, lessee, operator or manager of the Property, and to the owner or manager of any Group Buy Company of which the Property or Operator is a member.

4. Licence

- 4.1. If the Property is awarded a Property Star Rating and we issue you a Star Rating Review Report for the Property, subject to your payment of the Fee in full and your compliance with terms of this Agreement, we grant to you a non-exclusive, non-transferable and revocable licence to use the Property Star Rating and the Star Trade Mark(s) specified in the Star Assessment Report in the Category, within Australia, for the term of this Agreement (the Star Licence).
- 4.2. The Star Licence is confined to use of the Star Trade Mark(s) specified in connection with the Property on the front page of the Star Assessment Report for the Property. You must not sublicense, assign or deal in any way with all or any part of the benefit of, or rights or benefits under, this Agreement, including the Star Licence, without our prior written consent which may be withheld or granted at our sole discretion.

5. Using The Property Star Rating And Trade Mark

As a condition of the grant of the Star Licence, you must:

- (a) only use the Star Trade Mark that corresponds with the current Property Star Rating awarded for the Property as set out on the front page of the most recent Stars Assessment Report in connection with the Property;
- (b) if the Property has been awarded an additional Property Star Rating, use the Star Trade Marks that have been awarded to each part of the Property only in relation to that part (with the Primary Star Rating always being given priority);
- (c) comply with the Standards & Guidelines and make sure that the Property at all times meets the requirements set out in the Standards & Guidelines which are applicable to the Property given the Property Star Rating awarded to the Property from time to time;
- (d) only use the Star Trade Mark on the terms of this Agreement;
- (e) only use the Star Trade Mark strictly in accordance with the Standards & Guidelines including only in respect of the Category relevant to the Property;
- (f) without in any way limiting your obligations under the Standards & Guidelines, not use the Star Trade Mark in a way which would allow it to become generic, lose distinctiveness, become liable to mislead the public, or be materially detrimental to or inconsistent with the good name, goodwill, reputation and image of the Licensor;
- (g) comply with the Trade Mark Guidelines ;
- (h) observe and comply with all of our instructions and directions given to you in relation to, but not limited to, the form, disposition, colour, size and manner of use of the Star Trade Mark in relation to all and any use;
- (i) use your best endeavours to create, promote and (as against any person other than the Licensor) retain goodwill in the Star Rating Scheme and the Star Trade Marks;
- (j) publicly display the correct Primary Star Rating(s) (including any official certificate issued by or on behalf of the Licensor which contains the Primary Star Rating) at the Property in a clear, visible position, and otherwise in accordance with the Category (or Categories) as awarded and in accordance with the Standards & Guidelines. Any additional Property Star Ratings to be displayed in a manner secondary to the Primary Star Rating.
- (k) not challenge or support a challenge of our ownership of and rights to the Star Rating Scheme or the Star Trade Marks;
- (l) act at all times to protect the value in the Star Rating Scheme and Star Trade Marks and ensure that the rights and reputation in the Property Star Rating, the Star Rating Scheme and the Star Trade Marks are not damaged or infringed in any way by your use;
- (m) immediately cease to use or display the Property Star Rating and Star Trade Marks upon expiration or termination of this Agreement or upon an earlier written request by the Licensor;
- (n) insofar as it is within your power or control ensure (otherwise you must use every endeavour to ensure), that third party websites, signage and documents (that you are aware of and/ or that the Licensor notifies you of) relating to the Property and incorporating the Star Trade Marks are immediately withdrawn and removed by such third party upon expiration or termination of this Agreement or upon an earlier written request by the Licensor;
- (o) not use the Star Trade Marks in connection with any Category or purpose other than the Category as reviewed by us and as communicated to you in the relevant Star Assessment Report, and otherwise ensure that all marketing of the Property clearly refers to the correct Category;
- (p) permit us, or a person acting on our behalf, to enter upon your premises at the Property or any other location to remove any incorrectly displayed Property Star Rating decal or certificate;
- (q) on request, give to the Licensor or its authorised representative any information as to your use of the Star Trade Marks which we may require, and render any assistance reasonably required by us in obtaining the registration of and in maintaining the registration of the Star Trade Marks;
- (r) not, by virtue of this Agreement, obtain or claim any right, title or interest in or to the Star Trade Marks, Star Rating Scheme or any other of the Licensor's Intellectual Property Rights except the rights of use as specifically set out in this Agreement, and agree that the benefit of all improvements and goodwill in the Star Trade Marks, Star Rating Scheme or any other of the Licensor's Intellectual Property Rights as a result of your use of the Star Trade Marks, Star Rating Scheme or any other of the Licensor's Intellectual Property Rights at all times accrues to the exclusive benefit of the Licensor; and
- (s) where the Property consists of several units, only use the Star Trade Mark in relation to the units actually reviewed and awarded a Property Star Rating by the Licensor.



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- 5.2. You must not use any trade marks or any other Intellectual Property Rights of the Licensor except as expressly permitted by this Agreement or on the terms of a separate written agreement. Further, you must not claim any sponsorship, endorsement, affiliation or other association with the Licensor without having first obtained the written consent from the Licensor.
- 5.3. We, or a person appointed and authorised by us, have the right during the term of this Agreement, and without notice to you, to review the Property to ensure the Property complies with the terms of this Agreement and continues to meet the Standards & Guidelines.
- 5.4. You must not at any time, whether during or after expiration or termination of this Agreement:
- 5.4.1 use the Star Trade Marks as part of any corporate, business or trading name or in any style similar to the Star Trade Marks, except as may be permitted under this Agreement or the Standards & Guidelines;
- 5.4.2 adopt or use any trade marks, symbol or device which incorporates or is in our opinion confusingly similar to, or is a simulation or colourable imitation of, the Star Trade Marks; or
- 5.4.3 apply anywhere in the world to register any trade marks identical to or so nearly resembling the Star Trade Marks as to be likely, in our sole opinion, to deceive or cause confusion
- 6. Revision of the Property Star Rating**
- 6.1. If, for any reason, we consider it necessary to revisit and review your Property for cleanliness issues, you will be liable for our costs associated with such visit and re-review.
- 6.2. If we are required to revisit and review your Property in connection with the dispute resolution process set out in clause 13, then you will be liable for our associated costs.
- 6.3. If we revisit and review the Property Star Rating and award the Property with a revised Property Star Rating by issuing a new Star Rating Review Report, you must immediately or otherwise by the date specified in the Star Rating Review Report:
- (a) cease using or displaying the previous Property Star Rating and the corresponding Star Trade Mark;
- (b) without limiting clause 6.3(a), ensure that all signage, documents and website content incorporating the previous Property Star Rating and corresponding Star Trade Mark are immediately withdrawn from use and replaced with signage, documents and website content incorporating the revised Property Star Rating and the corresponding revised Star Trade Mark; and
- (c) use every endeavour and do everything in your power to ensure that any third party websites, signage or documents (that you are aware of and/or that the Licensor notifies you of) incorporating the previous Property Star Rating and the corresponding Star Trade Mark are immediately withdrawn from use by the third party and replaced with signage, documents and/or website content incorporating the revised Property Star Rating and corresponding Star Trade Mark.
- 6.4. You acknowledge and agree that you are solely liable for any all costs associated with complying with clause 6.3.
- 6.5. You acknowledge and agree that we may revisit and review the Property from time to time during the term of this Agreement in accordance with the Standards & Guidelines.
- 7. Property star rating listing and publication**
- 7.1. The Licensor may, in its absolute discretion, publish and allow third parties to publish information concerning the Property including photographs and other information provided by you as part of the Materials and the Property Star Rating
- 7.2. **The colour in which a Property Star Rating is displayed in anything published by the Licensor or a third party** concerning the Property will be black and white unless the Licensor decides otherwise. For the avoidance of doubt, the Property Star Rating itself which is included in such a publication will not change even if the colour in which the Property Star Rating is displayed is not black and white.
- 7.3. **You acknowledge and agree that the Licensor:**
- (a) is not bound to publish any listing, notice or other material;
- (b) will have sole editorial control in relation to any Property listing, notice or other material;
- (c) may publish or procure the publication of any Property listing, notice or other material in such manner, in such order and using such search criteria in such offline and online publications (including any digital or electronic media, whether or not presently available) as it deems appropriate;
- (d) may from time to time operate a website or other forum in which travellers' comments are published in relation to accommodation properties (which may include the Property and your operation or management of the Property). In doing so, you acknowledge that we only act as a medium for publishing such comments and are not responsible for the actual selection of content or do not otherwise vet or edit such comments before they are published or otherwise communicated online. Accordingly, you release us from any claim arising from the publication or communication of any adverse comments;
- (e) may disclose or provide a copy of any Stars Assessment Report (or its contents) in respect of the Property to persons referred to in clause 3.3 for the purposes contemplated by this Agreement and the administration of the Star Rating Scheme generally; and
- (f) may itself or arrange for persons acting on its behalf to enter onto the Property to remove any decal or other signage which includes any Star Trade Mark and will not be responsible for making good any damage caused by such removal.
- 7.4. **At your sole cost and expense to you:**
- (a) must provide SRA or its authorised representatives full access to the Property for the purposes of conducting a review of the Property and/or to verify, from time to time, that the information provided by you, and that use of the Property Star Rating, are accurate and that you are complying with the terms of this Agreement and the Standards & Guidelines;
- (b) must comply with all of our requests for information in relation to the Property (including regarding the Prices) in a timely manner;
- (c) must, to the extent that you provide SRA with information, material or a link to such information or material, ensure that such information or material:
- (i) is accurate, current and always kept up to date (including the Prices) and relates only to the Property
- (ii) does not infringe the Intellectual Property Rights, or any other rights, of any person;
- (iii) is not obscene, offensive, defamatory, or in any way unsuitable for people under the age of eighteen (18) years or contrary to any law;
- (iv) is not misleading or deceptive or likely to mislead or deceive (including the Prices); and
- (v) does not contain anything which may adversely reflect on the Licensor;
- (d) must notify SRA immediately if:
- (i) there is a change in the Prices or a material change to any of the other information provided by you; or



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- (ii) you receive a complaint or statutory, governmental or Council notice in relation to the Property which affects the information provided by you or the Property Star Rating;
- (e) must if SRA provides you with remote internet access to any information concerning your Property:
 - (i) keep all passwords provided to you securely and confidential; and
 - (ii) provide all hardware and software necessary to remotely access your information;
- (f) must comply with all applicable laws in relation to the conduct of the business of operating the Property;
- (g) if SRA at your request in an online listing of the Property publishes a hypertext link to a Property listing, notice or other material published by a third party or you (the "Property Web Site"):
 - (i) hereby grant SRA and its licensees an irrevocable, worldwide, royalty free licence to do so; and
 - (ii) must ensure that the Property Web Site:
 - a. only contains accurate, current and up to date information relating to the Property (including the Prices);
 - b. is accessible to internet users at all times; and
 - c. does not contain any information or material or links to any other web site that contains any information or material which would otherwise be in breach of clause 7.4(c); and
- (h) hereby authorise SRA to provide listing information to Australian Tourism Data Warehouse.

7.5. You warrant to us that the information about Prices which we have from time to time will always be the most accurate and up to date information.

8. What fees are payable?

- 8.1. In consideration for the Star Rating Licence, you must pay to us:
 - a. the Fee when returning a signed copy of this Agreement to the Licensor (on a pro rata basis to the next 30 June); and
 - b. the Renewal Fee within 90 days of receipt of the Star Rating Renewal Notice from the Licensor.
- 8.2. If you request that the Licensor awards an additional Property Star Rating to the Property, the Fee may include more than one application fee (provided that the total number of application fees included in the Fee will not exceed the number of different Star ratings which you request the Licensor to award as part of an additional Property Star Rating).
- 8.3. If the Licensor awards an additional Property Star Rating to the Property at your request, the Renewal Fee may include more than one annual fee (provided that the total number of annual fees included in the Renewal Fee will not exceed the number of different Star ratings which have been awarded to the Property as part of an additional Property Star Rating).
- 8.4. If you are a member of a Group Buy Company, the Fee may be paid on your behalf by the Group Buy Company.
- 8.5. The Licensor is not liable to refund any Fee or Renewal Fee paid by you, or on your behalf by a Group Buy Company, for any reason.
- 8.6. You acknowledge that you must pay interest on any amount due for the Fee or the Renewal Fee and not paid at the rate prescribed by Section 2 of the Penalty Interest Rates Act 1983 (Vic) as amended from time to time, from the date the Fee or the Renewal Fee is due until the date the Fee or the Renewal Fee is paid.

9. GST

- 9.1. All fees provided under this Agreement, including the Fee and Renewal Fee, are exclusive of GST, unless they are expressed to be GST inclusive. You agree to pay any GST imposed on us, now or in the future, in relation to this Agreement. Where GST is payable on any taxable supply made under this Agreement, you agree that the Fee and Renewal Fee payable for this supply will be increased by an amount equivalent to the GST payable by us in respect

of that supply.

- 10. Licensor limits its liability
- 10.1. The Licensor's liability to you for any act or omission relating to this Agreement, and any third party for any lost profits or goodwill, or for any indirect, consequential, special, exemplary or incidental damages, is expressly excluded. The provisions of this clause will apply regardless of the form of action, damage, claim, liability, cost, expense or loss whether in contract, statute, tort (including, without limitation, negligence) or otherwise.
- 10.2. The grant of a Property Star Rating does not constitute a warranty or representation that the Property complies with applicable laws in relation to its condition and/or use. You must not rely on the Property Star Rating as a reason for doing or not doing any act or thing.
- 11. Intellectual Property
 - 11.1. All Intellectual Property Rights in and to the Star Rating Scheme including the Star Trade Marks, and including all future additions and improvements, remain the sole property of the Licensor at all times.
 - 11.2. Except for the Star Licence granted under this Agreement, nothing in this Agreement confers any right, title or interest in the Star Rating Scheme, Star Trade Marks or the Licensor's Intellectual Property Rights to you.
 - 11.3. To the fullest extent permitted by law, if you (or any of your personnel), have any Moral Rights in any of the Materials then you unconditionally and irrevocably consent (and must ensure that your personnel also unconditionally and irrevocably consent), in favour of the Licensor, to any act or omission that would otherwise infringe your Moral Rights (or those of your personnel) in the Materials and without limitation, consent to the following:
 - 11.3.1 any use of the Materials that does not identify you or your personnel as authors;
 - 11.3.2 any use of the Materials that may falsely attribute authorship of them to another person; and
 - 11.3.3 any alteration, modification or deletion to the Materials (or any part of them) by or on behalf of the Licensor whatsoever.
- 11.4. You hereby grant the Licensor a non-exclusive, royalty free, perpetual, worldwide licence to use, reproduce and communicate to the public the Materials for any and all purposes associated with operation and management of the Star Rating Scheme. You warrant to us that our use of any Materials will not infringe the rights, including the Intellectual Property Rights, of any third party.
- 12. Indemnity
 - 12.1. You must observe and comply with all applicable Australian laws, enactments, regulations, codes of practice and similar instruments of governmental or other competent authorities, including health and safety, and you are at all times solely liable and responsible for such compliance.
 - 12.2. You must at all times (notwithstanding the expiry or early termination of this Agreement) fully indemnify and hold harmless the Licensor together with its officers, servants, contractors and agents ('those indemnified') against any and all liability, loss, damages, claim, action, costs (including legal costs), professional and other expenses of any nature whatsoever incurred or suffered by those indemnified and that arise out of the performance or non-performance of this Agreement, or resulting from any and all liability claims arising in any way in connection with this Agreement, including but not limited to:
 - a. any breach of this Agreement by you, including breach of any
 - b. warranty;
 - c. any unlawful or negligent act or omission by you;
 - d. any fraudulent act or omission by you;
 - e. the publication by the Licensor or any other person of the information concerning the Property (including the Prices); or

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- f. the operation of the Property including any complaint in relation to the Property.

13. Complaints / Dispute Resolution

- 13.1. If we receive a complaint in relation to you, the Property or your operation and management of the Property you consent to us providing a copy to such persons as we consider reasonably necessary to resolve or otherwise address the complaint.
- 13.2. The parties agree that if any dispute arises under or in connection with this Agreement, the parties will use their best endeavours to resolve that dispute by good faith negotiations (and, if those negotiations are not successful, in accordance with the procedures outlined in the "Procedure for Resolution of Disputes", "Procedure for Resolution of Rating Disputes" and "Consumer Complaints" sections of the rules governing the certification trade mark registrations for the Star Trade Marks).
- 13.3. This clause does not restrict or limit the right of either party to obtain interlocutory relief, or to immediately terminate this Agreement where this Agreement provides such a right.

14. How does this agreement end?

- 14.1. The Licensor will send you a Star Rating Renewal Notice no less than 30 days before 30 June each year during the term of this Agreement. This Agreement will terminate if you do not pay a Renewal Fee by the deadline specified in a Star Rating Renewal Notice.
- 14.2. Either party may terminate this Agreement without cause on 30 days' written notice to the other party.
- 14.3. This Agreement terminates immediately if the Property no longer holds a current Property Star Rating.
- 14.4. We may terminate this Agreement immediately by giving written notice to you (or in our absolute discretion suspend the Property's application for a Property Star Rating or remove the Property from the Star Rating Scheme), if any of the following happens:
- you breach any term of this Agreement and the breach cannot, in our reasonable opinion, be remedied;
 - you breach any term of this Agreement (including non-payment of the Fee or any Renewal Fee) and fail to remedy such breach (which can be remedied) for more than 14 days after receiving written notice from the Licensor requiring the breach to be remedied;
 - you do something which the Licensor reasonably believes is likely to damage the Licensor's or the Star Rating Scheme's reputation or standing;
 - you use the incorrect Property Star Rating in respect of the Property;
 - you fail to meet, no longer meet, or fail to comply with the relevant Category requirements;
 - you fail to meet, no longer meet, or fail to comply with the Scheme Entry Criteria;
 - you cease, or threaten to cease, the carrying on of the whole or a substantial part of your business from the Property in the normal manner;
 - you become, threaten, resolve to become, or are in jeopardy of becoming, subject to any form of insolvency; you, being a partnership, dissolve, threaten or resolve to dissolve, or are in jeopardy of dissolving;
 - you fail to comply with relevant local, State and Federal laws and regulations, including those relating to health and safety; and/or in the absolute opinion of the Licensor, termination of this Agreement is in the best interests of the Star Rating Scheme.

15. What if this agreement ends?

- 15.1. Upon the expiry or early termination of this Agreement:
- your rights under this Agreement immediately cease to have effect;

- the Licensor will not be liable to refund any Fee or Renewal Fee paid by you to the Licensor;
- you must immediately cease to use or display the Property Star Rating and Star Trade Mark;
- without limiting clause 15.1(c), you must immediately remove any digital or web based references to the Property Star Rating and Star Trade Mark;
- you must immediately destroy all materials, stationery, business cards and other public documents incorporating or referring to the Property Star Rating and Star Trade Mark in your possession, custody or power of control;
- you must cease to claim any association with the Star Rating Scheme;
- you must not do anything which may lead any person to believe that you are still licensed to use the Star Trade Mark or are in any way connected with the Licensor or Star Rating Scheme; and
- you permit and authorise the Licensor to enter the Property to remove any decal or other signage provided to you by the Licensor, and the Licensor will not be responsible for making good any damage caused by such removal.

15.2. The expiry or early termination of this Agreement (for any reason) will not extinguish or otherwise affect the Licensor's accrued rights.

15.3. Rights and obligations that are not specifically limited to the term of this Agreement, and which are otherwise necessary for the enforcement of this Agreement will continue despite the expiry or early termination of this Agreement.

16. Implied and Imposed Terms

- 16.1. This Agreement, and any guarantee, condition or warranty implied or imposed by legislation which is not capable of being excluded or modified, embody the whole agreement between us.
- 16.2. To the extent that any guarantee, condition or warranty implied or imposed by law is not capable of being excluded or modified the total liability of the Licensor and our officers, employees, contractors and agents for breach of such a guarantee, condition or warranty is limited, at our option, to one or more of the following:
- if the breach relates to goods, the replacement or repair of the goods, the supply of equivalent goods or the cost of replacing or repairing the goods or of acquiring equivalent goods; or
 - if the breach relates to services, the supplying of or cost of having supplied the services again.

16.3. To the extent permitted by law and regardless of any other provision in this Agreement, the Licensor's liability to you will not exceed the Fees and Renewal Fees paid by you to the Licensor under this Agreement.

17. Other Legal Matters

- 17.1. Nothing in this Agreement is intended to create a partnership between the parties, or to authorise either party to act as agent for the other.
- 17.2. To the extent that any provision of this document and the Standards & Guidelines are inconsistent, the provisions of this document will prevail to the extent of the inconsistency.
- 17.3. If you cease to be the Operator of the Property (for example if you sell or lease the Property or otherwise enter into a management agreement for the Property), you must:
- inform the Property's new owner, operator or manager (as the case may be) of the details of the Star Rating Scheme and this Agreement; and
 - notify us so that we can consider whether we consent to the assignment of your rights and obligations under this Agreement to the new owner or operator, which the Licensor may give, give conditionally

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or withhold in its absolute discretion.

17.4. You may not:

- a. assign any of your rights or obligations under this Agreement to any person; or
- b. undertake any change in control of the Licensee (when compared to the date of this Agreement), without the prior written consent of the Licensor, which the Licensor may give, give conditionally or withhold in its absolute discretion.

17.5. This Agreement continues for the benefit of, and binds, a successor in title of a party, including a person to whom party's rights and obligations are assigned in accordance with this Agreement.

17.6. The Licensor may vary or amend this Agreement upon 30 days' written notice to you. If you do not wish to be bound by the varied or amended Agreement, you must give the Licensor written notice before the expiration of the 30 day period in which case the Agreement will be terminated at the expiration of the 30 day period.

17.7. If a clause or part of a clause can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Agreement, but the rest of this Agreement is not affected.

17.8. The fact that the Licensor fails to do, or delays in doing, something the Licensor is entitled to do under this Agreement, does not amount to a waiver of any obligation of, or breach of obligation by you. A waiver by the Licensor is only effective if it is in writing.

17.9. This Agreement is governed by the laws of the State of Victoria, and the parties submit to the exclusive jurisdiction of the Courts in that State.

18. Reading this agreement

18.1. In this Agreement:

- a. headings are for convenience only and do not affect how this Agreement is interpreted;
- b. the singular includes the plural and conversely;
- c. if a word is defined its other grammatical forms have a corresponding meaning;
- d. the use of words such as includes or including to introduce a list does not limit what may be included in that list;
- e. the word person includes an entity, a firm, a body corporate, an unincorporated association or an authority; and
- f. a reference to this Agreement or an act or instrument is to this Agreement, or that act or instrument as amended, varied, novated or replaced from time to time.

Privacy Information

In order for you to take advantage of our products and services, we may need to collect some personal information about you or your representatives. This may include name, address, telephone number, credit card details, etc. We may disclose that information to our contractors and agents as required to provide you with those products and services. If you provide us with personal information about another person (including your representatives), you warrant that you have provided them with a copy of this privacy notice.

We may also use that information to offer you and your representatives products and services that we think you may be interested in. If you or your representatives do not want to receive these offers, you can opt out by mail addressed to the Privacy Officer, PO Box 16 Collins St West, 8007 Victoria, or you can email us at info@starratings.com.au stating that you wish to "opt out" of any future offers. Please refer to our website www.starratings.com.au for our detailed privacy policy. Our privacy policy contains information about how individuals can gain access to or seek correction of personal information that we hold about them. It also contains information about how individuals can make a privacy complaint and how we will deal with it.

By signing and returning to SRA this Agreement / a Star Rating Application Form / a Star Rating Renewal Notice and/or making any payment to SRA of any Fee or Renewal Fee, you agree to be bound by this Agreement



Star Ratings Australia

1 July 2017 - 30 June 2018 Licence Application & Agreement – Commercial Accommodation

Property Name:

Trading Name:

(if applicable i.e. registered business name)

How to join:

1. Visit starratings.com.au to download the relevant 'Standards & Guidelines' (e.g. review criteria) for your Star Rating accommodation category. Please take note of the Scheme Entry Criteria and Code of Conduct.
2. Read the Terms & Conditions of our 2017-18 Star Rating Licence Agreement overleaf.
3. Complete the Licence Application & Agreement in full.
4. Sign and date the Licence Application & Agreement.
5. Send completed Licence Application & Agreement and payment to Star Ratings Australia by email: info@starratings.com.au or mail: PO Box 16 Collins St West 8007.

Acknowledgement

I have read, understood and agreed to the Star Rating Licence Terms & Conditions (overleaf) together with the Scheme Entry Criteria and Code of Conduct, available at starratings.com.au.

Name of Authorised Representative:

Position/Title of Authorised Representative:

Signature of Authorised Representative:

Date:

Payment Details:

TAX INVOICE – Star Ratings Australia (a division of Australian Tourism Industry Council Ltd) – A.B.N. 31 095 626 976 A license fee includes all accommodation that is available to travellers

Annual Licence Rates

Accommodation (Inc GST)*			
1 – 5 rooms	\$360.00	6 – 25 rooms	\$490.00
26 – 100 rooms	\$616.00	101+ rooms	\$936.00
Caravan – Holiday Parks (Inc GST)*			
Sites only	\$360.00	1 – 10 cabins	\$425.00
11 – 25 cabins	\$500.00	26+ cabins	\$721.00

Annual Licence Rates and Application Fee

(Rates include a once off application fee of \$100 when joining the Star Ratings scheme)

Accommodation (Inc GST)*			
1 – 5 rooms	\$460.00	6 – 25 rooms	\$590.00
26 – 100 rooms	\$716.00	101+ rooms	\$1036.00
Caravan – Holiday Parks (Inc GST)*			
Sites only	\$460.00	1 – 10 cabins	\$525.00
11 – 25 cabins	\$600.00	26+ cabins	\$821.00

Method of payment:

Visa

Mastercard

Card No.:

Expiry Date:

Cardholders Name:

Cardholders Signature:

STAR Rating Licence (Insert Licence fee)	\$	0.00
Application Fee (Inc GST)	\$	0.00
Additional accommodation types* @ \$110.00 per type	\$	0.00
SUBTOTAL	\$	0.00
GST	\$	0.00
TOTAL inc GST	\$	0.00

For assistance:

Tel: 61 3 9601 3325

Fax: 61 3 9601 3300

Email: info@starratings.com.au

Web: www.starratings.com.au

The pricing of a Star Rating Licence is based on a per property basis. A property with multiple types of accommodation is covered for the primary (main type of accommodation) only. Additional types of accommodation beyond this will be charged at \$110.00 (inc GST) each.



Star Ratings Australia

1 July 2017 - 30 June 2018 Licence Application & Agreement – Commercial Accommodation

Contact Details:

Property Name: Trading Name:
(if applicable i.e. registered business name)

Property Address:

Main Contact:

(The Main Contact details will not be published online and will be used by Star Ratings Australia for general communication purposes and for receipt of the official Accommodation Review Report)

Title: Mr Mrs Ms Miss Other (please specify)

First Name: Surname:

Position:

Phone: Fax: Mobile:

Email:

Postal Address:

Australian Business Number:

TripAdvisor URL:

Booking.com URL:

Financial Contact:

(If different to above – the Financial Contact will receive Star Rating Licence Invoices)

Business Debtor Name:
(If applicable i.e. registered business name)

Title: Mr Mrs Ms Miss Other (please specify)

First Name: Surname:

Position:

Phone: Fax: Mobile:

Email:

Postal Address:



Star Ratings Australia

1 July 2017 - 30 June 2018 Licence Application & Agreement – Commercial Accommodation

Contact Details:

Property Name: Trading Name:
(if applicable i.e. registered business name)

Property Address:

Reservation & Booking Contact:

(The Reservation & Booking Contact details will be published online and listed on starratings.com.au Search Engine results)

Property Name:

Street Address:

Town/Suburb: State/Territory: Postcode:

(The address provided will be used to map your property on Google Maps and will show the property location and surroundings)

Contact Name:

Phone: Phone – Toll Free:

Email:

Property Website Address:

Social Media: *(How consumers can find you on social media)*

Facebook URL: Google URL:

Twitter URL: Pinterest URL:

Instagram URL:

Property Review Contact:

(The Property Review Contact will receive notification of the review and the Star Ratings report following the property review)

Title: Mr Mrs Ms Miss Other (please specify)

First Name: Surname:

Email:



Star Ratings Australia

1 July 2017 - 30 June 2018 Licence Application & Agreement – Commercial Accommodation

Contact Details:

Property Name: Trading Name:
(if applicable i.e. registered business name)

Property Address:

Accommodation Group Membership:

Are you a member of an accommodation group/chain/franchise?

Yes (If yes, please specify...)

No

Accommodation Details:

Accommodation Category:

Download a copy of the 'Standards & Guidelines' (e.g. review criteria) from starratings.com.au and confirm the correct Star Rating accommodation category for your property.

Please note, a property with multiple types of accommodation is covered for the primary or main type of accommodation only.

Select your primary / main category of accommodation:

Hotel Motel Serviced Apartment Self Catering Hosted Accommodation

Accommodation Details for Online Listing:

(This information will be displayed on your property page on www.starratings.com.au)

Guest Payment Options:

Please note, starratings.com.au is a search engine only. Guest bookings will be referred to the property via direct phone, email or website contacts.

As a guide, please select payment options available to guests:

Major Credit Cards Accepted

Mastercard American Express Visa EFTPOS facilities available



Star Ratings Australia

1 July 2017 - 30 June 2018 Licence Application & Agreement – Commercial Accommodation

Contact Details:

Property Name: Trading Name:
(if applicable i.e. registered business name)

Property Address:

Accommodation Details for Online Listing (cont):

Total number of rooms:

Your property may offer a range of categories (e.g Hotel, Motel, Serviced Apartment, Self Catering, Hosted Accommodation) or a range of types within a category (e.g Deluxe, Budget etc).

Your Star Rating Licence fee includes assessment of your primary accommodation, if you wish to have an additional assessment there is a fee of \$110 (inc GST) per section, resulting in a Split and/or Multiple Star Rating.

Properties with a Split and/or Multiple Star Rating will receive additional Search Engine line-listings on starratings.com.au.

Please provide details of your accommodation:

	Primary Accommodation <small>(Must represent 60% or more of your rooms)</small>	Additional Accommodation
Category	Hotel <input type="checkbox"/> Motel <input type="checkbox"/> Serviced Apartment <input type="checkbox"/> Self Catering <input type="checkbox"/> Hosted Accommodation <input type="checkbox"/>	Hotel <input type="checkbox"/> Motel <input type="checkbox"/> Serviced Apartment <input type="checkbox"/> Self Catering <input type="checkbox"/> Hosted Accommodation <input type="checkbox"/>
Accommodation Type <small>(Select one option for each category)</small>	Budget <input type="checkbox"/> Standard <input type="checkbox"/> Deluxe <input type="checkbox"/>	Budget <input type="checkbox"/> Standard <input type="checkbox"/> Deluxe <input type="checkbox"/>
Number of rooms in this section		
Max no. guests in room		
Room Confi	Single <input type="checkbox"/> Double <input type="checkbox"/> Twin <input type="checkbox"/> Twin/double <input type="checkbox"/> Triple <input type="checkbox"/> Quadruple <input type="checkbox"/> Family <input type="checkbox"/> Suite <input type="checkbox"/> Apartment 1 bedroom <input type="checkbox"/> Apartment 2 bedroom <input type="checkbox"/> Apartment 3 bedroom <input type="checkbox"/> Apartment 4 + bedroom <input type="checkbox"/> Other <input type="text"/>	Single <input type="checkbox"/> Double <input type="checkbox"/> Twin <input type="checkbox"/> Twin/double <input type="checkbox"/> Triple <input type="checkbox"/> Quadruple <input type="checkbox"/> Family <input type="checkbox"/> Suite <input type="checkbox"/> Apartment 1 bedroom <input type="checkbox"/> Apartment 2 bedroom <input type="checkbox"/> Apartment 3 bedroom <input type="checkbox"/> Apartment 4 + bedroom <input type="checkbox"/> Other <input type="text"/>

Star Ratings Australia

1 July 2017 - 30 June 2018 Licence Application & Agreement – Commercial Accommodation

Contact Details:

Property Name: Trading Name:
(if applicable i.e. registered business name)

Property Address:

Accommodation Details for Online Listing (cont):

Tariff	Primary Accommodation <small>(Must represent 60% or more of your rooms)</small>		Secondary/Additional Accommodation	
	From	To	From	To
1 Person	\$	\$	\$	\$
2 Persons	\$	\$	\$	\$
Extra Person (Adult)	\$	\$	\$	\$
Per Room	\$	\$	\$	\$
Weekly or Nightly				
Description (50 words each)				

Please note:

- All rates must be for Adults and must be available to all guests (e.g. not corporate or other discount rates).
- Per Night rates are for one night only. Per Week rates are for seven nights only.
- No black-out dates are applicable. Room rates must cover all room configurations, including minimum rates off-peak to maximum rates peak season.
- Rates must include GST if applicable.

Property Description & Images:

As part of your Star Rating Licence Application & Agreement you receive an online property listing on starratings.com.au.

Your online property listing includes a 30 word summary property description and up to ten property images. An additional 300 word full property description is available (once website users click through to your property page).

Please forward your property description and images (in jpeg format) to info@starratings.com.au following approval of your Star Rating Licence Application & Agreement.



Star Ratings Australia

1 July 2017 - 30 June 2018 Licence Application & Agreement – Commercial Accommodation

Contact Details:

Property Name: Trading Name:
(if applicable i.e. registered business name)

Property Address:

Accommodation Details for Online Listing (cont):

Guest Facilities & Amenities

Please select guest facilities/amenities for inclusion on your starratings.com.au property listing. Guest facilities and amenities must be located on-site and available to all guests.

24 Hour Reception Permanently manned and staff available 24/7.	<input type="checkbox"/>	Accessible facilities	<input type="checkbox"/>	Air-Conditioning Must include cooling. Does not always include heating.	<input type="checkbox"/>
Bath in unit	<input type="checkbox"/>	BBQ Includes private bbq for unit and shared bbq.	<input type="checkbox"/>	Boat ramp Direct access from property.	<input type="checkbox"/>
Breakfast Available Breakfast available in-room/unit, or from restaurant/café on the property.	<input type="checkbox"/>	Clothes Dryer Clothes dryer available in-room/unit or shared facilities on the property	<input type="checkbox"/>	Conference Facilities Private meeting room(s) on the property supplying conference equipment.	<input type="checkbox"/>
Cooking facilities Indicates at least two hot plates in-room/unit or shared kitchen facilities.	<input type="checkbox"/>	DVD in Room Self explanatory – does not include VCR.	<input type="checkbox"/>	Ensuite Adjacent bathroom from main bedroom and in addition to room/unit bathroom	<input type="checkbox"/>
Family friendly	<input type="checkbox"/>	Full kitchen in unit In-room/unit cooking facilities must include at least two hot-plates and oven.	<input type="checkbox"/>	Games Room Indicates shared and/or private entertainment room and facilities.	<input type="checkbox"/>
Guest Lounge Communal guest lounge	<input type="checkbox"/>	Gymnasium Shared fitness facilities.	<input type="checkbox"/>	Heated Pool	<input type="checkbox"/>
Internet Access In-room/unit or shared internet.	<input type="checkbox"/>	iPod Docking Station	<input type="checkbox"/>	Laundry Includes washing machine in unit and shared washing machine.	<input type="checkbox"/>
Licensed Restaurant Like all amenities, this must be on the property.	<input type="checkbox"/>	Linen for Hire Indicates availability of bed-linen such as pillow cases, sheets and blankets.	<input type="checkbox"/>	Linen Provided Indicates bed-linen such as pillow cases, sheets and blankets are provided. Might not include towels.	<input type="checkbox"/>
Meals Available In-room/unit meals for all guests and/or a restaurant/café on the property.	<input type="checkbox"/>	Microwave In-room/unit or shared use of microwave oven.	<input type="checkbox"/>	Mini Bar Alcoholic and non-alcoholic beverages available in-room/unit along with snacks. (e.g. nuts, chocolates)	<input type="checkbox"/>
On-Site Parking	<input type="checkbox"/>	Pay TV Indicates availability of Austar or Foxtel.	<input type="checkbox"/>	Pets by Arrangement Guests must confirm with operator if pets are allowed prior to arrival.	<input type="checkbox"/>
Phone in Unit International, interstate and local phone calls must be available for guests.	<input type="checkbox"/>	Playground Children's playground located on the property.	<input type="checkbox"/>	Room Service Meals and drinks delivered to the room when ordered by phone.	<input type="checkbox"/>
Spa-Pool/Bath Indicates shared spa-pool as well as in-room/unit spa bath.	<input type="checkbox"/>	Swimming Pool	<input type="checkbox"/>	Tennis Courts Indicates full and half-court facilities.	<input type="checkbox"/>
TV Lounge Shared/communal room for guests.	<input type="checkbox"/>	TV in Unit	<input type="checkbox"/>	Wireless Internet - Free	<input type="checkbox"/>
Wireless Internet Indicates wireless internet access from all units/rooms on the property with a fee.	<input type="checkbox"/>				