



Eos by SkyCity
ABN: 72 082 362 061
Festival Drive, Adelaide SA 5000
EOS Call Centre: 1800 77 3588
+61 (08) 7077 3588
www.eosbyskycity.com.au
Info@eosbyskycity.com.au

20/6/2024

Akiko Manning
Australia And Beyond Holidays Pty Ltd (AABH)
1st Floor | 106 Little Lonsdale St | Melbourne | VIC | 3000

Dear Akiko

Australia And Beyond Holidays Pty Ltd (AABH) | 25/26 WHOLESALE HOTEL CONTRACT
RATES

Eos by SkyCity (ABN 72 082 362 061) ("SkyCity") is pleased to offer you the following
wholesale rates for the above-mentioned period.

To accept this contract, please sign and return (Initialing each page) via return email
as soon as possible.

If you have any queries, or would like any further information, please do not hesitate to
contact me directly.

We look forward to welcoming your clients to the extraordinary Eos by SkyCity.

Kind regards,

John Ryan
Director of Sales & Marketing
Email: john.ryan@skycity.com.au
Mobile: +61 448 111 889

Wholesale Hotel Contract Rates Agreement

Between

Australia And Beyond Holidays Pty Ltd (AABH) ("the Client") and SKYCITY Adelaide Pty Ltd trading as EOS by SKYCITY (ABN 72 082 362 061) ("SKYCITY")

SKYCITY agrees to provide, and the Client agrees to purchase, accommodation and other ancillary services on the following terms and conditions:

Hotel	EOS by SKYCITY
Definitions	FIT means a free independent traveller. FOC means free of charge. Group means any party of 6 paying rooms or 11 room nights of booking on an ad hoc basis but does not include parties booked under contracted tour series programmes, incentive programmes or for conferences or events. Services include (but are not limited to) accommodation, meal arrangements and tourist attractions.
FOC Policy for Groups	FOC rooms will be offered on an ad hoc basis, determined in group contract. For the avoidance of doubt FOC rooms do not include any meals.
Check-in Time	From: 1500 hours
Check-out Time	Prior to: 1100 hours
Booking Terms & Conditions	- All bookings are subject to availability and should not be considered as confirmed until receipt of a confirmation number, in writing, from Eos by SkyCity. Email for booking: info@eosbyskycity.com.au - The Client undertakes to procure that at check-in all guests are aware of the need to complete a hotel registration form and provide a credit card to secure payment for all Services provided during their stay (including, but not limited to, room service and mini-bar charges). If no credit card details are provided, a cash security deposit will be required. Overbooking - Should the Eos by SkyCity hotel be over-booked at any time during any FIT's stay or the Group's stay, Eos by SkyCity reserves the right to relocate the FIT(s) or Group to an alternative accommodation provider of a similar or higher standard, as the Eos by SkyCity hotel for the relevant time period with any increase in the rate payable for the accommodation to be at Eos by SkyCity's expense. Group Bookings - For the avoidance of doubt, the rates stated within this contract are specific to FIT bookings only. Groups are quoted on an ad hoc basis, with rates based on multiple factors, including but not limited to; the day of the week, number of rooms and other room block holdings at the time of booking. - At least 30 days prior to the Group's scheduled arrival date, the Eos by SkyCity hotel is to be provided with: - final numbers; - final accommodation requirements; - final meal arrangements; and - final guest list. - Failure to provide the Eos by SkyCity hotel with final numbers, accommodation requirements, meal arrangements, guest list and payment in full (if the Client does not have credit facilities

	set up) at least 30 days prior to the Group's scheduled arrival date, may result in an automatic cancellation of that Group booking without recourse. - The Client will take responsibility and cover the cost of all Group members for all Services and incidentals incurred during their stay (including, but not limited to, room service and mini-bar charges). Any outstanding charges against a Group member not paid on departure will become the responsibility of the Client and Eos by SkyCity will invoice or charge the credit card on file accordingly. Alternatively, at check-in, the Client may ensure that all Group members complete a hotel registration form and provide a credit card to secure payment for accommodation and all other services provided during their stay (including, but not limited to, room service and mini-bar charges). If no credit card details are provided, a cash security deposit will be required. Incentive Groups, Ad Hoc Groups and Special Events - Ad Hoc Groups (which can include, but are not limited to, Incentive Groups, Sporting Event Groups and larger groups on peak dates) may be subject to Eos by SkyCity's 'Ad Hoc Group Accommodation Contract' which outlines specific requirements for rooming lists and deposits. A copy of this contract can be requested from the Hotel Sales department.
Payment Terms	In relation to Clients with credit - Payment shall be made in accordance with Eos by SkyCity's credit and invoicing terms as communicated to the Client from time to time. In relation to Clients without credit - The Client shall pay the estimated amount of the total account for Services 30 days prior to the arrival date as advised to Eos by SkyCity (irrespective of whether the FIT or Group arrives on such arrival date) unless Eos by SkyCity has agreed in writing in advance that payment shall be made either: (a) by each FIT or each member of the Group individually using credit cards registered at the time of check-in, provided that the Client shall remain liable to pay any amounts not recovered from any FIT or individual Group members; or (b) using such other method as Eos by SkyCity has expressly authorised and always in accordance with the terms of this agreement, - For the avoidance of doubt, payment in advance in respect of Services or the agreement by Eos by SkyCity to accept payment by the guests directly shall not affect the rights of Eos by SkyCity to recover from the Client for any additions made to the booking after payment or any incidental charges (including but not limited to room service and mini-bar charges) incurred by any Group member, FIT or the Client relating to that booking after the date of payment. Any such additional charges shall be payable prior to departure from the Eos by SkyCity hotel. - All payments by the Client are to be made in cash, bank cheque, company cheque, direct credit or credit card. If payment is to be by credit card then Eos by SkyCity hotel will need to be advised of the full credit card details at the time of payment, using a credit card authorisation form. Please note that a credit card surcharge of 2% will be applicable on all Amex and/or Diners Club credit and 1.5% surcharge on all Mastercard and/or Visa credit and debit card transactions.
Cancellation Policy	- All cancellations must be in writing to: info@eosbyskycity.com.au - Any deposits paid or prepayment in full, prior to the time the cancellation is made, are non-refundable. In relation to Group Bookings - A reduction or cancellation of any Service within 30 days of the Group's scheduled arrival date will incur a cancellation fee, equal to the cost of the portion of the booking that is cancelled or reduced, being charged.

	In relation to FIT Bookings - Any bookings for FITs confirmed by deposit or voucher will be held up until check-out time on the following day, irrespective of the FIT's arrival time. - Any booking confirmed by deposit or voucher that is neither cancelled nor taken up by the FIT, will incur a no-show charge equal to one night's accommodation per room booked. Any further nights included in the booking will automatically be cancelled. - Cancellations of any bookings for FITs received after 6pm one day before date of arrival will incur a cancellation fee equal to one night's accommodation per room booked. Bookings must be received in writing either via email or facsimile. Restaurant Bookings - Any restaurant bookings cancelled within 24 hours of the Group's scheduled arrival date will incur a cancellation fee equal to 100% of the rate specified in the schedule per person booked. Force Majeure - Neither party shall be liable to the other party for any loss, damage, claim or liability suffered by the first party due to any act of Parliament, regulation or direction, outbreak of state of emergency, Act of God, or warlike hostilities, civil commotion, riot, pandemic, epidemic (together "Force Majeure Event"), which is beyond the reasonable control of the first party whose performance is affected by such cause or causes. For the avoidance of doubt, the expression does not include financial management difficulties or other like difficulties, or delay caused by or in connection with contractual relations between either party and its employees, agents, subcontractors or suppliers, or any risk or event which the Party claiming could have prevented or overcome by taking reasonable care (including having in place a reasonable risk management process). - A party that wishes to rely on the above clause shall: (a) give the other party written notice as soon as possible after becoming aware of the Force Majeure Event or likelihood of the Force Majeure Event, providing details of the nature, expected duration and effect of the Force Majeure Event, and keep the other party informed of any changes in the nature of the cause and of the cessation of the Force Majeure Event; and (b) use its best endeavours to: (i) mitigate the effects of the Force Majeure Event; and (ii) perform that party's obligations under this Agreement within the time specified by this Agreement despite the Force Majeure Event. - Where any room nights must be cancelled due to a Force Majeure Event that affects Eos by SkyCity's ability to perform its obligations under this Agreement, then any instalments that have already been paid to Eos by SkyCity will be returned to the Client. Where any Room Nights have to be cancelled due to a Force Majeure Event that affects the Client's ability to perform its obligations under this Agreement, then any instalments that have already been paid to Eos by SkyCity will be retained for a period of 12 months from the original date of the first Room Night for re-use at the Eos by SkyCity hotel. If the instalments have not been used by this date the Client will forfeit them.
Extras	A rollaway bed in the same room can be provided at an additional charge of \$100 inclusive of GST per rollaway bed. This is applicable for 3rd person/adult sharing same room with two paying adults.
Allotments	Allotments, when contracted, are subject to Allotment Blackout dates. Refer to Allotment Blackout terms below.

Children	Maximum of one child aged 14 years or under may share a room with two paying adults using existing bedding for no extra charge. A rollaway bed in the same room can be provided at an additional charge of \$100 inclusive of GST per rollaway bed.
Restaurants	
Children	Children between the ages of 4 – 14 years (inclusive) are to be charged at the rate specified for children in the Schedule of Rates. Children 3 years and under will be FOC when accompanied by a paying adult.
Surcharge	A surcharge may apply on public holidays. Special menus may also be offered on Christmas Day, New Year's Day and New Year's Eve which will attract different rates to those stated in the Schedule of Rates. This clause includes breakfast on Christmas day.
FOC Policy for Groups	No SkyCity restaurants provide FOC meals or beverages for tour leaders, drivers or others associated with Groups.
General	
Rate Parity	Eos by SkyCity will offer the client a maximum of 10% commission when the room rates displayed on www.eosbyskycity.com.au 28 days prior to the arrival date of the end customer for a particular night (not being the average rate for a multiple night stay) is AUD\$5 (including GST) or less below the rate set out in this agreement in the Schedule of Rates for the same type of room on the same night ("Rate Parity Commission Offer"). The Rate Parity Commission Offer is specific to room rates displayed on a Eos by SkyCity website and does not apply to any room rates or packaged deals that include accommodation specified on, or in conjunction with: • either Eos by SkyCity Website 28 days or less prior to the arrival date of the end customer; • any third-party websites; • any government or corporate rates; • any Entertainment Book offers and/or rates; • any loyalty programmes where a membership fee is charged; or • any other marketing initiatives or promotional offer including Eos by SkyCity Hotel's Preferred Inbound Programme. To be eligible for the Rate Parity Commission Offer, the Client must provide screen shots displaying the rates, dates and rooms in question to Eos by SkyCity. Up to 10% commission will be applied to the rates specified on the screen shot. When Rate Parity Commission Offer is applied, the booking for that room will be subject to the conditions indicated on the Eos by SkyCity website at that time for that room.
Closeout of Contracted NETT Rates and Event Rates	Due to high demand for rooms Eos by SkyCity will closeout NETT Rates throughout the year at its discretion. When this occurs, Clients requesting a reservation will be advised their contracted rate is not available, but either that Event rates apply or that Eos by SkyCity can offer rooms at Best Available Rates (BAR) commonly known as retail rates as follows: • Members of Eos by SkyCity's Preferred Inbound Programme will be offered a maximum of 20% off the BAR rates to be used as their commission. The rate quoted will already have this discount applied. • Clients outside of the Preferred Inbound Programme will be offered a maximum of 10% off the BAR rates, this is to be the agent commission. The rate quoted will already have this discount applied. • This will only apply to booking requests outside of 29 (inclusive) days from arrival, inside 28 days no commission will be offered or payable on any booking requests received. • The closeout of Contracted NETT Rates does not need to be previously advised by Eos by SkyCity. • Clients with Allotment can continue to book from their allotment at contracted NETT rates until the allotment is exhausted, or a 'Blackout' notification is sent.

	On designated major event dates, Event rates will supersede BAR rates. Event rates will carry non-refundable conditions. SKYCITY will provide The Client prior notice of Event dates via email. On such dates, no commission will be offered, and rates will be quoted at BAR. On designated Event dates, Allotments will remain open and will incur a \$150.00 surcharge (inclusive of GST) until allotment is exhausted. Event dates can include but is not limited to the following: • New Year's Eve • Chinese New Year • Adelaide 500 • Test Cricket • LIV Golf • AFL Gather Round
Allotment 'blackout' dates	SKYCITY may, from time to time upon reasonable notice to the Client, 'blackout' or exclude certain dates from being available to the Client for bookings. For the avoidance of doubt, these excluded dates will include the following which may be added to from time to time by notice in writing: • New Year's Eve • Chinese New Year • Adelaide 500 • Test Cricket • LIV Golf • AFL Gather Round SKYCITY will provide prior notice of these Blackout dates by email and release all remaining allotment for the dates specified in the notification email. All bookings sent to SKYICTY after Blackout notification has been sent will no longer be accepted under contracted allotment. SKYCITY is not required to chase acknowledgement from the Client, it is the responsibility of the Client to action any such Blackout notification.
On-sale restrictions and excluded parties	The Client is solely responsible for ensuring that the rates specified in this agreement can only be supplied to consumer-based websites or third-party operators for on-selling to consumers if such rates are: a) bundled as part of a larger package to conceal the rate; or b) identical to SKYCITY's published retail rates (including GST) for the relevant night. The Client is solely responsible for ensuring that the rates specified in this agreement are not: c) available to Group bookings, party bookings booked under incentive programmes or for conferences, ad hoc or major events; or d) available to Groups/parties regarded as tour series programmes.
Term of agreement	This agreement is valid for the time periods outlined in the Schedule of Rates. Where SKYCITY wishes to continue with this agreement after the expiry of the last time, then this will be: a) confirmed in writing by SKYCITY sending a revised Schedule of Rates to the Client; and b) on the same terms and conditions as contained in this Agreement, except for the term, which shall be valid for the time periods outlined in the revised Schedule of Rates. Notwithstanding the above, SKYCITY may terminate this agreement without liability: (a) at any time by 30 days notice in writing or (b) immediately by notice in writing in the event of the Client's insolvency or the Client's breach of the terms of this Agreement (including but not limited to the Client's responsibilities in relation to on-sale restrictions).
Time	All references to time within this agreement are references to local South Australian time.
Currency	All rates and prices quoted in this agreement are in Australian dollars.

Tax/GST	Currently a goods and services tax ("GST") of 10% is chargeable in Australia under the A New Tax System (Goods and Services Tax) Act 1999 (Cth) on all products and services listed in the Schedule of Rates and/or supplied by SKYCITY. SKYCITY takes no responsibility for any change in legislation or amendment that affects the rate of GST payable under this agreement. SKYCITY shall however take steps to notify the Client should any change to the rate of GST occur. The Client is liable to pay GST to SKYCITY in addition to the rates outlined in the Schedule of Rates where GST is specified as being exclusive.
Rate review	The rates outlined in the Schedule of Rates are calculated on either historic productivity or the expectation of a specified expected productivity. SKYCITY reserves the right to review, alter and remove any rates at any time.
Indemnity	The Client shall indemnify SKYCITY against any loss suffered or liability incurred by SKYCITY, including any costs or expenses incurred, which may arise out of, or be in consequence of: a) the Client breaching any of the terms and conditions of this agreement; or b) any negligent, malicious or deliberate act or omission by the Client, the Client's employees or personnel or any member of any Group.
Limitation of Liability	To the extent permissible by law and subject to any other clause in this agreement, SKYCITY's maximum aggregate liability under or in connection with this agreement shall not exceed the total amount paid by the Client under this agreement. SKYCITY will not be liable for any loss of profits or consequential, indirect or special loss, damage or injury of any kind whatsoever suffered by the Client arising from any breach of SKYCITY's obligations under this agreement or from any negligence, misrepresentation or other act or omission on the part of SKYCITY, its employees, agents or contractors. To the fullest extent permitted by law, and except where consumer guarantees imposed by Schedule 2 of the Competition and Consumer Act 2010 (Cth) are applicable, no warranty, condition, undertaking or term (whether express or implied) as to the condition, quality, reliability, accuracy or completeness, performance, merchantability or fitness for purpose of any goods or services provided by SKYCITY under this agreement is given by SKYCITY. Pursuant to section 64A of Schedule 2 of the Competition and Consumer Act 2010 (Cth), this clause applies in respect of any of the goods or services supplied under this agreement by SKYCITY which are not of a kind ordinarily acquired for personal, domestic or household use or consumption. To the extent permitted by law, SKYCITY's liability for failure to comply with a guarantee that applies under Schedule 2 of the Competition and Consumer Act 2010 (Cth) is hereby limited to: (a) in the case of goods, at SKYCITY's option, any one or more of the following: (i) the replacement of the goods or the supply of an equivalent product; (ii) the repair of the goods; (iii) the payment of the cost of replacing the goods or acquiring an equivalent product; (iv) the payment of the cost of having the goods repaired. (b) in the case of services, at SKYCITY's option: (i) the supply of the services again; or (ii) the payment of the cost of having the services supplied again.
Intellectual Property	The Client undertakes not to use or otherwise misappropriate SKYCITY's intellectual property, including but not limited to all patents, trademarks, services marks, copyright, registered designs, trade names, business names, symbols and logos, layout design rights and photographs without SKYCITY's prior written consent.
Relationship	Nothing in this agreement constitutes a financial partnership, joint venture, agency or other relationship between the Client and SKYCITY other than that of purchaser and supplier.

Jurisdiction	This agreement shall be governed by and construed in accordance with the laws of South Australia. SKYCITY reserves the rights and at its sole discretion to apply a surcharge to the preferred rates to reflect any increase in cost to SKYCITY.
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EXECUTED as an Agreement:

I, _____ have read, understood and agree to the abovenamed terms (including the Schedules below) and I have the authority to sign this Agreement on behalf of the Client and bind the Client to these legal obligations.
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Executed for and on behalf of Australia
and Beyond Holidays Pty Ltd (AABH) by
its duly authorised officer in the presence
of:

Executed for and on behalf of SkyCity
Adelaide Pty Ltd (ACN 082 362 061) by its
duly authorised officer in the presence of:

Signature of Authorised Officer

Signature of Authorised Officer

Name of Authorised Officer

Name of Authorised Officer

Signature of Witness

Signature of Witness

Name of Witness

Name of Witness

Date:

Date:

EOS BY SKYCITY ADELAIDE PTY LTD**Schedule of ACCOMMODATION NETT Wholesale Rates – 2024/2025**

Eos by SkyCity	Midweek	Weekend
	Sunday - Thursday	Friday - Saturday
	01 APR 2025 - 31 MAR 2026	
	(Nett)	(Nett)
Allure King Room	\$299	\$449
Allure Riverview King Room	\$359	\$509
Oasis Suite	\$499	\$649
Radiance Riverview Suite	\$699	\$849

All rates listed are nett and non-commissionable

Accommodation rates are for 1 or 2 persons per room

Accommodation rates are for F.I.T. bookings for <5 rooms

A supplement of \$100 inclusive of GST will be charged for 3rd person/adult sharing same room with two paying adults

Rollaway beds are charged at \$100 inclusive of GST per rollaway bed

Cots are provided on a complimentary basis

Rates are inclusive of complimentary Wi-Fi & selected complimentary artisan mini bar produce

Blackout Dates:

- New Year's Eve
- Chinese New Year
- Adelaide 500
- Test Cricket
- LIV Golf
- AFL Gather Round

EOS BY SKYCITY ADELAIDE PTY LTD**Schedule of FOOD & BEVERAGE NETT Wholesale Rates**

Eos by SKYCITY - Restaurant Rates All rates listed below are AUD, GST inclusive and non-commissionable	
VENUE – ITL	1 April 2025 – 31 March 2026
A La Carte Breakfast – per Adult	\$38.00
A La Carte Breakfast – per Child (4-14 years inclusive)	\$19.00

Signed for and on behalf of Australia And Beyond Holidays Pty Ltd (AABH) ('the Client') by its duly authorised officer:

Name:

Position:

Date:

CONTACT DETAILS

Please update the following with all relevant contact details

YOUR CONTACT DETAILS

Contact:

Email:

Phone Number:

Postal Address:

ACCOUNTS PAYABLE CONTACT DETAILS:

Name:

Email:

Phone Number:

COMPANY DIRECTOR/S DETAILS:

Name:

Email:

Phone Number: