Victorian Universities Procurement Forum (Vupf)
The Swanston Hotel, Grand Mercure

2010 Corporate Contract
The Swanston Hotel, Grand Mercure

Positioned in an unrivalled location in the very heart of Melbourne, The Swanston Hotel, Grand Mercure is a 4.5 star hotel surrounded by the city’s most popular business and shopping precincts, theatres, galleries, bars and restaurants. With vibrant Bourke St Mall right on your doorstep, other attractions like Federation Square, Southbank, Her Majesty’s and Regent Theatres, Queen Victoria Markets and Melbourne Central Shopping Complex are just a short stroll away. In addition, a quick tram ride will take you to all major sporting venues including the MCG and Telstra Dome plus the city’s cosmopolitan shopping and entertainment hotspots such as St Kilda, Chapel Street Bridge Road and Brunswick Street.

The hotel features a well-equipped gymnasium, heated indoor relaxation pool, the chic and cosy Cocoon Bar, Soul Café, The Louden Kitchen & Grill plus 24 hour room service. Other guest facilities include same-day laundry service, valet parking and the most knowledgeable Concierge in town ready to provide you with all the information you need to make your Melbourne stay memorable.

Rooms are spacious and contemporary and have opening windows for fresh air, large screen TV, DVD players with a complimentary DVD library, pay movies, 8 Foxtel channels, fully stocked mini-bars, microwaves, toasters, personal safes plus broadband Internet connectivity.
## Accommodation Rates for 2010

<table>
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<tr>
<th>Room Types &amp; Descriptions</th>
<th>Rate (Room only)</th>
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<tbody>
<tr>
<td><strong>Executive Room</strong> – Queen configuration or twin (2 double beds), working desk, broadband internet access, DVD player, Microwave oven, toaster, in-room safe, window that opens for fresh air. Pay-per-view movies and FOXTEL.</td>
<td>$172.00</td>
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<tr>
<td><strong>Deluxe Room</strong> – Separate Bedroom to living area, large working desk, broadband internet access, DVD player, Microwave Oven, taster, in room safe, window that opens for fresh air. Pay-per-view movies and FOXTEL.</td>
<td>$202.00</td>
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### VALIDITY TERMS:
01st January 2010 – 31st December 2010 (Sunday – Thursday nights)

### SPECIAL EVENTS:
Surcharges may apply during Special Event Periods such as, but not limited to:
- Australian Open Tennis (18th January – 31st December 2010)
- Formula One Grand Prix (25th March – 28th March 2010)
- AFL Grand Final (24th September – 25th September 2010)
- Spring Racing Carnival (29th October – 02nd November 2010)

### CANCELLATION POLICY:
Less than 24 hours notice prior to arrival and non-arrivals may incur a cancellation fee of one night’s accommodation.

### BEST RATE OF THE DAY:
Should the hotel advertise a lower rate than the contracted rate for Victorian Universities Procurement Forum (Vupf) the discounted rate will also be made available to the company representative on the day.

### BOOKINGS:
- Telephone our Reservations Department on 61(3) 9663 4711 or via
  Email H3028-RE05@accor.com
- Via your Travel Management Company
Corporate Rate Agreement

By signing this Corporate Rate Agreement Victorian Universities Procurement Forum (Vupf) agrees to observe and be bound by the provisions contained in the following document:

Accommodation rates, which sets out the specific rates and conditions for the Swanston Hotel, Grand Mercure, and the Terms and Conditions, which set out the general terms and conditions of this agreement.

Please sign and return this document by mail or fax to 03 9663 7447 by no later than 5pm on the 15th November 2010.

This agreement is dated the 30th day of October 2010 between:

The Swanston Hotel, Grand Mercure of 195 Swanston Street, Melbourne 3000

and

Victorian Universities Procurement Forum (Vupf) of Level 3 440 Elizabeth Street Melbourne 3000

This agreement starts on 01st January 2010 and continues until 31st December 2010 unless it is terminated in accordance with its terms.

Signed for and on the behalf of: Victorian Universities Procurement Forum (Vupf)
(Note: the person signing must be a director or company secretary or a duly authorised representative of the company)

Name: Philip J. Masters
Title: CONVENOR VUPF
Signature: (VICTORIAN UNIVERSITIES PROCUREMENT FORUM)
Date: 15 November 2009

Keiran Spencer
Director of Business Development
Erki Group of Hotels
Phone: +61 03 8662 1344
Mobile: +61 438 174 984
Email: h3028-sm03@accor.com
Date: Friday, October 30th, 2009
Signature: Unable to sign due to electronic submission
Terms and Conditions

- The rates for each The Swanston Hotel, Grand Mercure set out are based on the agreed room night commitment.
- The Swanston Hotel, Grand Mercure reserves the right to review and renegotiate the rates set out, should the production of room nights be less or more than the agreed room night commitment in any 6 month period during the term of this Agreement.
- The rates set out are strictly for use by the Company and Personnel only for business use. The Company and Personnel must not on sell to or book such rates for any third party unless otherwise authorised by this Agreement.
- The Swanston Hotel, Grand Mercure will supply accommodation during the term of this Agreement in accordance with the terms specified herein however during special event periods certain rates may not be available and surcharges may apply.
- The Swanston Hotel, Grand Mercure has set the rates by calendar year. Should this contract not be accepted by the Company by the date indicated on the page, the Company will be offered the best publicly available unrestricted rate.
- Cancellations received by The Swanston Hotel, Grand Mercure less than 24 hours prior to arrival and non-arrivals (no shows) may incur a cancellation fee of one night's accommodation unless otherwise specified at the time of booking. Cancellation policy may vary from hotel to hotel and must be confirmed at the time of booking.
- Ordinarily, no guarantee is required if the guest is arriving before 6pm. However, if the guest is arriving after 6pm a guarantee - normally credit card - is required to hold the room.
- During busy periods some hotels may also require a guarantee - normally credit card - to secure the reservation. Please inquire at the time of reservation and take note of any sales conditions that may apply, including cancellation penalties.
- The Swanston Hotel, Grand Mercure agrees to provide quarterly (in aggregate) room night usage and room spend information to the Companys. The Company's representatives must participate in quarterly review meetings with The Swanston Hotel, Grand Mercure to review performance, room night productivity and improvement. Such meetings will be held no more frequently than at 3 monthly intervals (unless otherwise requested by Accor) and will be arranged by Accor's Account Manager.
- The Swanston Hotel, Grand Mercure reserves the right to make any changes to the rates set out at any time due to any changes in, or imposition of Government charges, taxes or levies.
- All Australian & New Zealand rates set out in this agreement include GST. Rates for all other countries are subject to tax and service charges.
- All rates are quoted in the local currency.
- The Company must hold this Agreement in confidence, so far as the law permits.
- No representation made by or on behalf of Accor, and The Swanston Hotel, Grand Mercure Account Manager and/or their respective employees and agents in respect of this Agreement will be binding unless that representation is in writing and is incorporated into this Agreement.
- The Company is liable to pay all monies in full to The Swanston Hotel, Grand Mercure for all accommodation and related costs pursuant to this Agreement. Payment must be made by either the Company or Personnel strictly in accordance with the payment terms notified to the Company or Personnel at the time of booking (unless alternative payment arrangements have been approved in writing by The Swanston Hotel, Grand Mercure.
- The Company may not assign or transfer its rights under this Agreement without Accor's prior written consent.
- The Swanston Hotel, Grand Mercure may terminate this Agreement immediately on written notice to the Company if the Company commits a breach of this Agreement and fails to remedy such breach within 7 days of receipt of notice from The Swanston Hotel, Grand Mercure specifying the breach and requiring it to be remedied. The Company and/or Personnel must first obtain written permission from The Swanston Hotel, Grand Mercure before using Accor’s or any of The Swanston Hotel, Grand Mercure’s name or trademark in any manner.
- The terms of this Agreement (including rates) are strictly confidential. Rates and access codes provided must not be published, distributed or disclosed to any third party.

Signature _______________________

Date _______________________

Please Initial _______________________

The Swanston Hotel Grand Mercure 2010
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