

HAMILTON ISLAND

LUXURY PRIVATE APARTMENTS

TERMS AND CONDITIONS

By making payment, you are agreeing to the Terms and Conditions outlined below.

1. DEPOSIT AND PAYMENT

- To confirm your booking a \$250 deposit is payable online
- Full payment is due 30 days prior to arrival date unless other arrangements have been agreed upon and are in writing.
- Preferred method of payment is EFT Transfer or Direct Bank Deposit (refer to your booking confirmation for account details).
- FINAL PAYMENT - CREDIT CARD - Visa, MasterCard, Amex or JCB are accepted and a 1.5% surcharge applies. If you wish to pay by credit card, please ring us or use the credit card authorisation form attached. This can be faxed, or scanned/emailed back to our office.
- OVERSEAS GUESTS MUST USE A CREDIT CARD FACILITY. OVERSEAS BANK TRANSFERS ARE NOT ACCEPTED.
- If final payment has not been paid 7 days prior to the arrival date, Luxury Apartments will charge the original card that the deposit was made on.

2. CHECK IN – 2:00PM AND CHECK OUT – 10:00AM

A SMS message will be sent to you the morning of check-in with your apartment's caretaker's contact number. Please make sure you save this number in your phone in case you require your caretaker's assistance.

Wherever possible, an immediate check-in and late check-out will be available. This CANNOT be arranged in advance and your Valet will advise upon your arrival if it is possible. In line with security laws throughout Australia, you will be responsible for the care of your luggage at all times. Should an immediate check-in not be available, please pack a day bag so you can enjoy the beauty of the Island until such time that the property is ready.

Please note that due to unforeseen circumstances, there may be a delay on your arrival. Due to delayed flights etc., this is sometimes unavoidable.

3. BUGGY

All accommodation includes the use of a buggy (excluding Whitsundays Apartments), as long as a valid driver's license is held on file prior to your arrival date with Luxury Apartments. Although we endeavour to provide the buggy in a good working order during your stay, as it is privately owned and a free inclusion, we are unable to offer a replacement if a break down occurs or accidental damage requires repairs unless you have Buggy Protection. We highly recommend you take out Buggy Protection during your stay. Please see below for details.

W: www.hamiltonisland.biz - www.portstephens.net.au - www.darlingharbour.net.au

P: 1300 679 559 - Australia only - Phone: + 61 2 4981 1211 - International

F: 1300 940 626 - Australia only - Fax: + 61 2 8078 3819 - International

Abn: 14 012 753 299 - Hamilton Island PA Pty Ltd

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You use the buggy at your own risk and Luxury Apartments and its entities are not responsible for any loss, damage, personal injury or death resulting from your use of the buggy. This includes the installation of any child restraints and their conditions of use.

4. **BUGGY PROTECTION**

All roads on Hamilton Island are subject to the same road rules that apply on mainland Australia and buggies are registered vehicles with the Queensland Road Authority.

ALL accidents must be reported immediately to your On-Island Representative and to Hamilton Island Security on 07 4946 9999

Buggy Protection for accidental damage with zero excess is available at \$10 per day.

Without Buggy Protection you are liable for any damage that is done to the buggy during your stay. If your buggy needs repairs, you will only be provided with a replacement buggy if you have Buggy Protection, and you have not broken any of the Hamilton Island buggy rules or conditions.

Whitsunday West 605 & Whitsunday Apartment WW1306 do NOT come with a complimentary buggy.

Attached are our Terms & Conditions for Buggy Protection for your perusal.

5. **BOND FORM**

We will require a bond form to be completed and returned prior to your arrival with the credit card details and signature of the card holder. Please note: we will only process monies on your credit card if there is reported damage to the Property, or the 'Terms and Conditions' are not adhered to. (Please see further details below).

*If you do not hold a credit card and cannot provide one as a bond, we will require a \$1000 cash bond to be paid. This payment will be refunded once we receive your departure inspection report and no charges are required. (Please inform our office via email if you wish to pay the required bond via this method).

6. **CLEANING EXCESS**

If the unit is not left in a tidy condition, an excess fee of up to \$250.00 may apply (e.g. rubbish not being removed, dishes not washed and put away). Please report any existing damage to the buggy or unit upon your arrival. Please also report any damage which occurs during your stay.

7. **CANCELLATION POLICY**

- Your \$250 deposit is non-refundable after payment, but is transferable to another date for the same apartment. The apartment must be re booked within 12 months from the cancellation date.
- If you choose to transfer your deposit, a \$100 administration fee will apply.
- After the full payment due date (30 days prior to arrival) payment is non-refundable if the unit is not re let.

8. **CHANGES AND RESPONSIBILITIES**

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- Luxury Apartments is not liable for and is not required to honour any pricing displayed that is quoted in error. Confirmation and invoices are subject to re-issue if incorrect through error or omission and you agree to then pay the correct cost or to cancel the booking. A cancellation under these circumstances does not incur any cancellation fee.
- In the event that the property you have selected is removed from the Luxury Apartments letting pool, you will be notified and we will endeavour to offer you suitable alternative accommodation options. Should an alternate holiday property option not be suitable for the period of your stay, you may cancel your booking without penalty.
- All properties under management are privately owned and are rented on a fully self-contained basis. In the event of faults and/or malfunctions of appliances or inclusions, there is no obligation from the owner or agent to compensate or discount. We will accept no responsibility for any inconvenience with machinery breakdown. In such circumstances, the agent will undertake best endeavours to repair, replace or hire an alternative. Please keep in mind you are staying on an island so if items need to be replaced or parts ordered it will take time.
- Each apartment is in a strata-titled complex, is individually owned and decorated to the owner's taste, so they are all different, however all apartments have similar facilities and inclusions.

9. TRAVEL INSURANCE

We strongly recommend TRAVEL INSURANCE to cover cancellations, travel delays and all other unforeseen incidents and accidents.

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