

## TERMS AND CONDITIONS

---

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

### 1. DEPOSIT AND PAYMENT

- All amounts are in Australian Dollars.
- To confirm your booking a \$250 deposit is payable online when booking on our website. For bookings made through our office, the deposit is payable within 3 days of making the booking.
- Final payment is due 30 days prior to arrival (60 days for Race Week bookings).
- No Online Credit Card Booking Fees. This only applies if the full payment or deposit amount is processed at the time of booking online direct with hamiltonisland.biz. Final payments, unless paid in full at time of booking, will incur a non-refundable 1.5% surcharge.
- Preferred method of payment is via Credit Card online, EFT Transfer or Direct Bank Deposit (refer to your booking confirmation for account details).
- CREDIT CARD PAYMENTS - Visa, MasterCard or Amex are accepted. A non-refundable 1.5% surcharge applies to all card payments. If you wish to pay by credit card, please call us or use our online form for payment.
- OVERSEAS GUESTS MUST USE A CREDIT CARD FACILITY. OVERSEAS BANK TRANSFERS ARE NOT ACCEPTED. ADDITIONAL FEES MAY APPLY.
- If final payment has not been paid 30 days prior to the arrival date, Hamilton Island Private Apartments (HIPA) has the right to charge the original card that the deposit was made on.

### 2. CANCELLATION POLICY

- If the booking is cancelled 60 days or prior to your arrival date, the deposit is refundable.
- If the booking is cancelled 30-60 days prior to your arrival date, the deposit is non-refundable. A credit will be issued to be used for the same property, within 12 months of the cancellation date.
- If the booking is cancelled 30 days or less (60 days or less for Race Week) before your arrival date, a 100% cancellation fee applies.
- After the full payment due date, a refund of your final payment will only be considered if the booking is replaced. The refund will depend on the rate of the replacement booking which is subject to the number of nights, promotions and guest numbers. In this case a \$100 cancellation fee will apply.

### 3. ARRIVAL AND DEPARTURE

- Check in is 2:00pm and check out is 10:00am.
- All bookings include one on-island arrival and departure transfer.

# HAMILTON ISLAND

## PRIVATE APARTMENTS

- A SMS message (from HIPA) will be sent to you the morning of check-in with caretaker's contact number for your apartment. Please make sure you save this number in your phone in case you require your caretaker's assistance during your stay.
- Please note that an early check in or late check out CANNOT be arranged in advance, as it depends on the arrival/departure schedule on the day. The caretakers will try to accommodate guests wherever possible.
- If arriving early, please pack a day bag so you can enjoy the beauty of the Island until such time that the property is ready.
- In line with security laws throughout Australia, you will be responsible for the care of your luggage, at all times.
- Please note that due to unforeseen circumstances, such as delayed flights, there may be a delay on your arrival. This is sometimes unavoidable.
- The valet will contact you by phone or SMS the afternoon prior to departure, with your check out details.

#### 4. BUGGY CONDITIONS

All accommodation (excluding Whitsundays Apartment 1306) includes a COMPLIMENTARY 4 seater golf buggy, for your personal use.

Please refer to the Buggy Protection documentation, at the end of this document, for all terms and conditions for the use of the buggy.

#### 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).

Please report any existing damage to the buggy or unit upon your arrival. Please also report any damage which occurs during your stay.

#### 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).

#### 7. CHANGES AND RESPONSIBILITIES

---

**W:** [www.hamiltonisland.biz](http://www.hamiltonisland.biz)

**P:** 1300 679 559 - Australia only | Phone: +61 755 945 694 - International  
Hamilton Island PA Pty Ltd | ABN: 52 135 906 222

Version 2022-10

# HAMILTON ISLAND

## PRIVATE APARTMENTS

- Hamilton Island Private 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 Private 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.

### 8. COMPLIMENTARY WI-FI

Your apartments WI-FI password will be SMSed the day of your arrival. Given the Islands location, there can be periods where WI-FI reception can drop out.

### 9. TRAVEL INSURANCE

We strongly recommend TRAVEL INSURANCE to cover cancellations, travel delays and all other unforeseen incidents and accidents. We do not issue refunds or credits for flights, tours or property cancellations, due to any circumstances.

### 10. INFORMATION YOU PROVIDE TO US DIRECTLY

When you visit or use some parts of our Website and/or Services we might ask you to provide Personal Data to us when you complete an enquiry form, respond to an email offer or to receive a newsletter, participate with us on social media forums, set up an account or enter a competition. Where appropriate, you will be asked to enter your name, e-mail address, mailing address and/or phone number. By doing so, you are giving this information to us voluntarily, and by providing us with this information you are giving us consent to use, collect and process this Personal Data.

We agree only to use Personal Data for the purposes we say we will, and for improving the effectiveness and efficiency of our Valet and Property Caretaking Services.

### 11. TO MARKET TO YOU

In addition to marketing communications, we may also use your Personal Data to display targeted advertising to you online. Through our own Website, through third-party websites or through social media platforms, we carry out profiling activities in order to learn more about you and offer you tailored advertising based on your behaviour on our platforms. You can opt-out and unsubscribe any time by emailing direct to [info@hamiltonisland.biz](mailto:info@hamiltonisland.biz)

---

**W:** [www.hamiltonisland.biz](http://www.hamiltonisland.biz)

**P:** 1300 679 559 - Australia only | Phone: +61 755 945 694 - International  
Hamilton Island PA Pty Ltd | ABN: 52 135 906 222

Version 2022-10

## BUGGY PROTECTION AND CONDITIONS

---

### **BUGGY PROTECTION** (Excluding Whitsunday Apartments)

Buggy Protection for accidental damage to the golf buggy, 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.

\*A replacement buggy is subject to availability through Hamilton Island Buggy Hire.

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

**Buggy Protection is Void if damage is deemed to be malicious. Protection is also void if any of the following conditions or rules for the use of the buggy are broken.**

### **BUGGY TERMS AND CONDITIONS**

All accommodation (excluding Whitsundays Apartment 1306) includes a COMPLIMENTARY 4 seater golf buggy, for your personal use.

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 and you have not broken any of the Hamilton Island Buggy Rules or Conditions. We highly recommend that you take out Buggy Protection during your stay. Please see below for details.

#### **Drivers**

- All Buggy Drivers MUST hold a current Driver's Licence recognised in the State of Queensland, and be listed as a designated driver on your booking.
- ALL drivers must provide a copy of their licence, prior to arrival.
- Holders of a Learners Permit are NOT permitted to drive the vehicle.

You use the buggy at your own risk and HIPA 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.

The guest is responsible for:

- Any cost incurred, as a result of damage to the Buggy, persons or property – even if you are not present when the damage occurs.
- Any charges claimed by Hamilton Island Enterprise Pty Ltd for parking or traffic violations while the Buggy is in your use.

Any accidents must be reported immediately to your On-Island Representative or our Office and Island Security.

# HAMILTON ISLAND

PRIVATE APARTMENTS

## Charging the Buggy

- If you fail to charge the Buggy overnight and you break down as a result, a towing fee of \$85 will apply.
- Your Buggy will need a FULL 8 hour charge before you can use it again.
- You will not be provided with a replacement Buggy whilst your Buggy is recharging.
- It is essential that you ensure that your Buggy is charging correctly. Please ask your On-Island valet if you are unsure of how to do this.

## Child Seats/Capsules

Queensland legislation states that all children under the age of 6 months are to be seated in a baby capsule facing towards the seat it is mounted to. A child 6 months to 4 years is to be in a child seat facing the same direction as the seat it is mounted to. This is subject to the amount of engineer approved restraint mounting points the buggy comes equipped with.

IMPORTANT SAFETY NOTICE: The hirer is responsible to recheck capsule anchorage points and adjust straps securing the capsule to the seat each time the child is placed in the capsule restraint. Capsule covers cannot be used when the child is positioned in the capsule.

The buggy is a registered vehicle with Queensland Road Authority and all roads on Hamilton Island are subject to the same road rules that apply on mainland Australia.

## HAMILTON ISLAND BUGGY RULES AND REGULATIONS

The Buggy is strictly limited to 4 passengers.

All passengers must wear seat belts when travelling in the Buggy.

Children are not permitted to DRIVE, STEER or SIT on the Driver's lap.

Children are not permitted to TOUCH, STAND ON or PLAY with operating pedals.

The guest agrees that the driver will:

- Drive the buggy in a safe and reasonable manner
- not contravene any Queensland Road Traffic regulations
- not contravene any Hamilton Island traffic regulations

The Buggy is not to be driven:

- between the hours of 1:00am and 5:30am (Hamilton Island Buggy Curfew).
- With a blood alcohol content in excess of 0.05%, or while adversely affected by drugs (prescription or otherwise)
- While using a mobile phone
- Faster than 20km per hour
- In any area sign posted 'No Buggies' or 'Restricted Area'
- On any unsealed road, grassed area, air strip, beach or other 'Off-road' area
- Contrary to any road sign

Queensland Police and Island Security actively patrol the Island and enforce Queensland Road Rules and Offences on Hamilton Island.

Failure to abide by the stipulated rules may result in the confiscation of the Buggy and the matter may be reported to Queensland Police.

---

**W:** [www.hamiltonisland.biz](http://www.hamiltonisland.biz)

**P:** 1300 679 559 - Australia only | Phone: +61 755 945 694 - International  
Hamilton Island PA Pty Ltd | ABN: 52 135 906 222

Version 2022-10