

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.
- 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 1.5% surcharge.
- 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.

RACE WEEK & PEAK SEASON PAYMENT AND CANCELLATION

Race Week: 16th - 26 August 2019

Peak Season: 20th December 2019 - 16th January 2020

- To confirm your booking a \$1,000.00 deposit is payable, \$500 of which is non-refundable.
- Full payment is due 60 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.
- Applies for all new bookings from the 1st September 2018.

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.

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.

A four Seat Buggy is a COMPLIMENTARY INCLUSION for your personal use only.

WHITSUNDAY APARTMENTS DO NOT INCLUDE A COMPLIMENTARY BUGGY.

A four Seat Buggy is a COMPLIMENTARY INCLUSION for your personal use only.

Please take care with the buggy to minimise any damage.

Hamilton Island Rules are mandatory.

PLEASE NOTE: The buggy is NOT to be used after 10am on the day of your departure and you are responsible for recharging your buggy. Your Valet will explain how to do this. 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 then need a FULL 8 hour recharge 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 speak to your Valet contact if you are unsure on how to do this.

BUGGIES WILL NOT BE REPLACED IN THE EVENT OF A BREAKDOWN DUE TO FAILURE TO CHARGE OR ACCIDENT.

NOTE: POINCIANA GUESTS – GATES AT COMPLEX CLOSE AT 10PM. Pedestrian entry only after 10pm.

You will be responsible for any damage caused during your stay.

Buggies are registered vehicles – Police and Island Security monitor driver behaviour, including random breath tests.

Whilst in control of a buggy, drivers must not consume alcohol and no person may drive a buggy with an alcohol level above .05%.

5. HAMILTON ISLAND BUGGY RULES

- Any person driving a buggy must be over 18 years of age and hold a current drivers licence - BUGGIES ARE A REGISTERED VEHICLE.
- Indicators must be used at all times. If indicators are not working, please use hand signals and report problem to your valet.
- A person must not drive any vehicle in excess of the sign posted speed. The maximum allowable speed for a buggy is 20km per hour.
- All drivers must abide by posted or otherwise indicated parking regulations.
- The buggy must only be driven on bitumen and paved roads and shall not be driven on grassed, gravel or pool areas.
- The maximum capacity for our buggy is four persons at all times. Any overloading of the buggy will result in confiscation of the vehicle.
- No person shall drive the buggy in a careless, reckless or dangerous manner, nor should they drive whilst under the influence of intoxicating liquor or drugs.
- The buggy should never be overloaded with luggage (including sailing gear, paddles, boxes and any heavy materials) especially on the roof and upholstery. Any person caught overloading may have the vehicle confiscated.
- Under no circumstances are children permitted to sit on the drivers lap or hold the steering wheel whilst the buggy is in motion.
- The occupant shall properly keep and maintain the buggy in good and serviceable condition; the owners reserve the right to inspect the vehicle at any time during the period of occupancy. The occupant should also leave the vehicle clean and fully charged at the end of the period of occupancy.
- The buggy may not be driven between the hours of 1.00am and 5.00am. Any person caught driving the buggy inside these hours may have the vehicle confiscated.

- The occupant is liable for any loss, damage, injury, fine or costs incurred or sustained by him/her to the buggy.
- All accidents in which damage is sustained to a person and/or property must be reported to the on-duty Security Officer immediately at the time of the accident.
- At no time should the governor, ignition or engine be tampered with. Any person driving a vehicle that has been tampered with will have it confiscated.
- At no time should the key be left in the vehicle or detached from the unit keys. This may result in the buggy getting stolen, in which case the occupant may need to cover any ignition replacement fees.
- Island Management and the Island Security Department strictly enforce local traffic rules and regulations in addition to all Queensland Motor Vehicle Laws. Any infringement of the aforementioned regulations will result in monetary and drivers licence point penalties.
- 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 6months 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.
- If the seat is hired through Hamilton Island Buggy Hire the seats will be fitted by a trained staff and should remain secured to the buggy for the duration of the rental. Securing and adjustment of straps in the capsule to fit the child is the responsibility of the parent or guardian (hirer). Capsule covers should be fitted when the capsule is not in use to prevent weather damage.
- 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.


Transport and Main Roads

Traffic Offence Penalties

Hamilton Island golf carts are motor vehicles, driven on roads under Queensland law. There are significant penalties under Queensland law for contravening road rules. Some of these are outlined below:

Offence	Penalty
Not wearing a seatbelt (driver)	Fine of least \$353 and 3 demerit points
Not wearing a seatbelt (passenger over 16 years)	Fine of least \$353 and 3 demerit points
Passenger not wearing seatbelt (driver)	Fine of least \$353 and 3 demerit points (for each unrestrained passenger)
The driver is liable for any passenger who does not wear a seatbelt or appropriate restraint	
Child not properly restrained (on a lap or not in an appropriate child restraint)	Fine of least \$353 fine and 3 demerit points (for each unrestrained child)
Drink driving	Must attend court proceeding on mainland
Open licence holder - 0.05 or more BAC	Maximum penalty of nine months imprisonment or a fine exceeding \$3,200
Provisional licence holder – over zero BAC	Maximum licence disqualification of 2 years
Drug driving	Must attend court proceeding on mainland
	Maximum penalty of nine months imprisonment or a fine exceeding \$3,200
	Maximum licence disqualification of 2 years
Driving without a valid driver licence	Must attend court proceeding on mainland
	Maximum penalty of one year's imprisonment or a fine exceeding \$4,700
Driving on the wrong side of the road	Fine of least \$94 and 2 demerit points



Queensland
Government

6. 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. Without a completed bond form property keys will not be issued.

If you do not hold a credit card and cannot provide one as a bond, we will require a \$1,000 bond which must be Electronic transferred into our Trust Account. This payment will be refunded once we receive your departure inspection report and no charges are required. This process can take 7 days to be returned.

Please inform our office via email if you wish to pay the required bond via this method.

We will only process monies on your credit card if there is reported damage to the Property. This information and claim will be reported to us by the owners appointed on-Island Property Caretakers. Bond Claims will be automatically charged without prior notices, a receipt will then be issued for the claim. Charges apply to any of the 'Terms and Conditions' which are not adhered to.

Some of our apartments allow SCHOOLIES BOOKINGS however if accepted a credit card bond and also a \$1,000 must be Electronic transferred into our Trust Account 30 days prior to your arrival date.

7. 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.

8. 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.

9. CHANGES AND RESPONSIBILITIES

- 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.
- If 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 their 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 does take time.
- Each apartment is in a strata-titled complex. All apartments are individually owned and decorated to the owner's taste, therefore, they are all different. All apartments have similar facilities and inclusions.
- Websites describe the premises and position to the best of their ability and in good faith. No responsibility or refunds for alleged misdescription can be accepted. Luxury Private Apartments cannot accept responsibility for incorrect or misinterpreted descriptions errors or omissions.
- Luxury Private Apartments will not be held responsible for any noise from construction work in surrounding building/units and areas. Luxury Private Apartment cannot accept responsibility for personal property that is left unattended in your holiday accommodation.

10. BEDDING AND GUESTS NUMBERS

- With our privately-owned apartments all bedding is different so please check our direct websites for the apartments specific bedding.
- Unfortunately, the Island does not have facilities to hire extra beds and bedding can only be what is displayed in the apartments descriptions.
- Some beds may be able to be split or joined, without 72 hours' notice requests to change cannot be made.
- Guests numbers cannot exceed the maximum apartments sleeping numbers
- Rates may change if adult guest numbers supplied when first booking do exceed the below. The below is only an estimate guide and some apartments charges may vary.

One Bedroom: Rate includes 2 guests. Extra guests \$25 per person per night

Two Bedroom: Rate Includes 4 guests. Extra guests \$25 per person per night

Three Bedroom: Rate Includes 6 guests. Extra guests \$50 per person per night

Four Bedroom: Rate Includes 6 guests. Extra guests \$50 per person per night

Regardless of the numbers of nights spent by extra guests this amount payable is calculated for the entire stay length and must be paid

- Infants and children under the age of 12 years are not charged

11. HAMILTON ISLAND WATERSPORTS

- Water sports or Kids eat free are only for guests of Hamilton Island Enterprises, we unfortunately cannot offer these deals, however guests can still hire these out at a fee.

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12. 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.

QBE Australia: [CLICK HERE](#)

Any advice is general advice only. Please consider your financial situation, needs and objectives and read the Combined FSG/PDS before deciding to buy this insurance.

13. WI-FI

Does your apartment feature free wireless (WiFi) network? If the apartment you book has Wi-Fi available for your stay this will be in the apartments feature list located under the apartments description> FEATURES > WI-FI - FREE 1 GB PER DAY.

WEBSITE: [CLICK HERE](#)

If the apartment you booked does not feature WI-FI there are alternative hotspots throughout the Island. Charges apply*

Hamilton Island enterprises the Island operator does offer wi-fi packages to all visitors. you can use their package for a fee and can be used on 4 devices. unfortunately, this can only be used in 4 to 5 designated hotspots which include front street, reef view hotel, main resort, one tree hill and the wildlife and mango hill precinct.

This package can be purchased from the service desk located inside the main resort and pool area on Catseye Beach.