

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. Final balance is due 21 days prior to arrival.
- 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 via Credit Card online, 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 scanned and emailed back to our office.
- 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 21 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.

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

P: 1300 679 559 - Australia only - Phone: +61 755 945 694 - International

ABN: 52 135 906 222 - Hamilton Island PA Pty Ltd

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3. **BUGGY**

All accommodation includes the use of a buggy (excluding Whitsundays Apartments 605 & 1306), 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.

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.

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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.
- After the full payment due date (21 days prior to arrival) payment is non-refundable if the unit is not re let. The refund will be at the rate of the new replacement booking which is subject to the number of nights, promotions and guests' numbers.

8. 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.
- 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. We do not issue refunds or credits for flights, tours or property cancellations, due to any circumstances.

10. WI-FI

- COMPLIMENTARY FREE WI-FI - Your apartments WI-FI Code will be SMSed the day of your arrival. For any Internet troubles please call the WIFI Hotline on 1800 414 823. If the apartment you booked WIFI is down or undergoing maintenance 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.

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11. 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.

12. 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

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