



# TERMS AND CONDITIONS

## Accommodation Agreement Terms & Conditions

This agreement is between MY ALANI EXPERIENCE PTY LTD ABN 54 656 408 856

("Booking Agent") and the undersigned party ("Licensee").

### 1. General

- 1.1. These terms and conditions apply to all bookings made through MY Alani Experience.
- 1.2. Placing a booking with MY Alani Experience and paying a deposit constitutes acceptance of these terms and conditions.
- 1.3. MY Alani Experience acts as agent for the Property Owners and Charter Providers.
- 1.4. Clause 5 sets out definitions and rules for interpreting these terms and conditions.
- 1.5. These terms are subject to and modified by any Special Terms & Conditions attached to or forming part of the full booking agreement signed by you.

### 2. Terms about your booking

#### 2.1. Arrival and Departure

- 2.1.1. All bookings include on island arrival and departure transfers. Keys will be supplied on arrival and must be returned on departure.
- 2.1.2. Standard check-in is 2pm and standard check-out is 10am.
- 2.1.3. For guaranteed arrival prior to 2pm, the Property must be reserved from the previous night and therefore may include an additional nightly charge and are at the discretion of MY Alani Experience.
- 2.1.4. Late check out is at the discretion of MY Alani Experience and must be requested the night before check-out otherwise may incur a fee.

### **3. Terms about your occupancy**

#### 3.1. Licensee, not tenant

3.1.1. You agree that you will be a licensee only of the Property and not a tenant of any kind.

3.1.2. Your licence to occupy may be revoked without warning if you breach the terms of this agreement, especially reasonable use and maximum occupancy.

#### 3.2. Conditions of use

3.2.1. You agree to ensure that all occupants treat the Property and all fittings with reasonable care and you agree to pay for any damage caused by misuse, neglect or abuse during your occupancy.

3.2.2. You agree that all occupants act in a manner that does not cause any nuisance or disturbance to nearby occupiers.

3.2.3. Pets are not permitted. This does not apply to seeing eye dogs.

3.2.4. You agree to comply with all applicable laws and with regulations of Hamilton Island Limited.

3.2.5. You agree to vacate the Property in a reasonably clean conditions, including all barbeques and other fittings. You agree to pay any reasonable excess cleaning fees if the Property is not left in a clean condition.

3.2.6. Mobile telephone reception on the island is generally good. There is an internet café and there are several wireless internet hot spots on the island.

3.2.7. You agree to not exceed the maximum number of occupants specified in the Booking Agreement.

#### 3.3. Security

3.3.1. You agree to provide a credit card to hold as security against damages and excess cleaning.



3.3.2. You agree that MY Alani Experience may draw upon the security deposit to make good any damages, pay any additional cleaning costs, telephone or internet costs and late check out feed.

#### 3.4. Items left behind

3.4.1. You will be notified if MY Alani Experience finds any items left on the Property that may belong to you.

3.4.2. You agree to pay the cost of complying with any forwarding instructions that you may give regarding items left behind by you, and agree that the cost may be deducted from the Security Bond.

3.4.3. If you do not give instructions as to how any found items are to be dealt with, within 7 days of MY Alani Experience requesting those instructions, then those items may be treated as abandoned and may be disposed of by MY Alani Experience without any liability to you.

#### 3.5. Health and Safety

3.5.1. The property housekeeper/caretaker cleans the Property to coronavirus (COVID-19) compliance between occupancies.

3.5.2. You must observe the Hamilton Island Stay Well Program which contains measures for safety and health before you arrive, the protective measures, social distancing, increased cleaning and sanitation, health management and limited contact measures while on the island. For details visit

<https://www.hamiltonisland.com.au/staywell>. COVID19 addendum: in the case of government enforced travel restrictions, date reschedule allowed without penalty

#### **4. Terms of use of the golf buggy**

A golf buggy will be supplied for your use while staying at the Property. You agree with MY Alani Experience that:

4.1. The buggy is supplied 'as is'. MY Alani Experience is not liable to compensate you for the unavailability of the buggy, or for any defect or break down in the functioning of the buggy, regardless of cause.

4.2. You have the right to use the buggy as licensee only and that the licence may be revoked without prior warning if you contravene any of the terms of this agreement that relate to the use of the buggy, or the buggy appears to have been abandoned.

4.3. The buggy will only be driven by an adult person 21 years and over with a valid driver's licence, who is designated as a driver in the Booking Agreement.

4.4. You will not drive (and you will not permit any other designated driver to drive) the buggy:

4.4.1. Between 1.00am and 5.30am (Hamilton Island buggy curfew);

4.4.2. With a blood alcohol content in excess of 0.05%, or while adversely affected by drugs (prescription or otherwise);

4.4.3. In any area sign posted 'No Buggies' or "Restricted Area";

4.4.4. On any unsealed road, grassed area, air strip, beach or other 'off-road' area;

4.4.5. Contrary to any road sign; or

4.4.6. Faster than 20 kilometres per hour.

4.5. You will drive the buggy (and will require any other designated driver to drive the buggy) in a safe and reasonable manner and in particular will ensure that a driver:

4.5.1. Does not contravene any Queensland road traffic regulations;

4.5.2. Does not contravene any Hamilton Island road regulations;

4.5.3. Does not carry any more than the specified maximum number of passengers;

4.5.4. Removed the ignition key from the buggy when it is not in use.

4.6. You will recharge the buggy daily or overnight as shown by the valet.

4.7. You will return the buggy in a clean, tidy and undamaged condition, fair wear and tear accepted. You agree that tyre damage, under body damage, overhead damage and



windscreen damage are not fair wear and tear. You will use the buggy entirely at your own risk; and that MY Alani Experience will not be liable for any loss, damage, personal injury or death resulting from your use of the buggy.

4.8. You agree to indemnify MY Alani Experience against any loss or damage arising out of:

4.8.1. any damage to the buggy or Property, any injury to or death of any person, and damage to your property or the property of any third party and any consequential loss, cost (including legal costs) or expense of any kind arising out of the negligent use of the buggy by any person using the buggy without your permission.

4.8.2. any charge claimed by Hamilton Island Enterprises Pty Ltd for parking or traffic violations while the buggy is licenced to you.

4.9. You agree that:

4.9.1. the cost of refuelling the buggy on return (if applicable);

4.9.2. the cost of additional cleaning and repairs; and

4.9.3. the cost amount of any indemnity in this clause; may be deducted from your Security Deposit and the surplus (if any) must be paid on demand.

## **5. Definitions and Rules**

5.1. Definitions and Interpretation

5.1.1. 'You' means the licensee who signs the Booking Agreement

5.1.2. 'MY Alani Experience' means MY Alani Experience Pty td and, where applicable, includes its employees and agents, Property Owners and Charter operators.

5.1.3. Terms used have the meanings as set out against them in the booking Agreement

5.1.4. Queensland Law applies to this agreement.

5.2. Limitation of Liability

5.2.1. The Trade Practices Act 16974 (Cth) and corresponding state and territory legislation imply terms, conditions and warranties into some contracts for the supply of



goods and services and prohibit the exclusion, restriction and modification of such terms.

Subject to those restrictions and limitations and to the full extent permitted by the law:

5.2.1.1. all goods and services booked through MY Alani Experience are provided on an 'as is' based without any warranties or representations of any kind;

5.2.1.2. all statutory or implied conditions or warranties of any kind, including but not limited to implied warranties of merchantability and fitness for a particular purpose are expressly disclaimed;

5.2.1.3. MY Alani Experience is not liable to you for any loss or liability of any kind caused by any delay or failure to (i) provide information or (ii) perform operations requested (including but not limited to payment processing) or (iii) do so correctly, including but not limited to as a result of or in connection with (i) any delay or failure in any transmission or communication facilities (ii) any failure or delay caused by third parties; or (iii) any other event beyond the reasonable control of MY Alani Experience.

5.2.2. MY Alani Experience liability to you is limited at MY Alani Experience option to replacement, repair or re-supply of goods, re-supply of services, or to payment of the cost of the same.

5.2.3. My Alani Experience shall not be liable for any loss or damage whatsoever (including without limitation, direct, indirect, incidental, special and/or consequential loss or damages (including but not limited to loss of profits, revenue, expectation, business, goodwill or data)), whether arising under contract, tort (including negligence) or any statutory cause of action, resulting directly or indirectly from or arising in connection with any goods or services provided or booked through MY Alani Experience.