



TERMS AND CONDITIONS

Booking and General Agreement Terms & Conditions

This agreement is between MY ALANI EXPERIENCE PTY LTD ABN 54 656 408 856 ("Booking Agent") and the undersigned party ("Charterer").

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 Owner and Charter Provider.
- 1.4. Clause 3 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. Deposit and Payment Terms

- 2.1.1. You must pay a 20% Booking Deposit within 48 hours of the booking being made.
- 2.1.2. You must pay the final payment 30 days prior to the Scheduled Experience Date (60 days for Race Week bookings), or if you make your booking less than 30 days prior to the Scheduled Experience Date then payment in full must be made at the time of booking.
- 2.1.3. Tentatively bookings can be held up to 48 hours until which time the booking is released if we haven't received the 20% booking deposit.
- 2.1.4. If the Deposit or final payment is not received by the due date, MY Alani Experience may cancel the booking, without any requirement to notify you.



2.2. Cancellations

Bookings cancelled by you after acceptance by MY Alani Experience and payment of the Deposit are subject to the cancellation fees below

2.2.1. If the Charterer cancels the Charter more than 30 days prior to the commencement date of the Charter, the deposit will be returned less a 20% booking and administration fee.

2.2.2. If the Charterer cancels the Charter 30 days or less prior to the commencement date of the Charter, the full amount of charter will be forfeited.

2.3. Prices, Payment Options & Invoicing

2.3.1. Prices are in Australian dollars (AUD) and all payments must be made in Australian dollars.

2.3.2. Prices are inclusive of Goods & Services Tax (GST).

2.3.3. Payment will only be credited when cleared funds are received.

2.3.4. MY Alani Experience is not responsible for delays in bank or payment system processing. It is your responsibility to ensure that payments are received within the times specified.

2.3.5. Payments accepted included credit cards (Visa & Mastercard), bank direct credits and telegraphic transfers.

2.4. Privacy

2.4.1. MY Alani Experience collects the personal information in the Booking Agreement to enable the efficient provision of the goods and/or services that you have requested and to complete the administrative and payment functions associated with that transaction.

2.4.2. You agree that MY Alani Experience may use the information collected for that purpose.

3. Definitions and Rules

3.1. Definitions and Interpretation

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

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

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

3.1.4. Queensland Law applies to this agreement.

3.2. Limitation of Liability

3.2.1. 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:

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

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

3.2.1.3. 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.



3.2.2. 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.

3.2.3. 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.