

BOOKING TERMS AND CONDITIONS

Effective from 01 April 2011 until further notice

The following conditions should be read carefully as they incorporate the basis upon which bookings are undertaken. By paying a deposit we understand that you have read and accepted these conditions. These are the current terms & conditions and replace any other terms or conditions previously published. Hibiscus Resort & Motels act in good faith however we reserve the right to make variations or alterations to accommodation to that requested and/or confirmed. Any variations will be made to the best possible advantage and every endeavour will be made to maintain a similar standard. The person making the booking will be deemed to have accepted these booking conditions on behalf of all travelling.

1. **MAKING A BOOKING.** Booking requests can be made to Hibiscus Island Resort & Motels by telephone, fax or email. All quotes are accurate estimates of the price and are valid for 7 days only and subject to change until a final confirmation of the booking is made in writing and the required deposit has been paid. GROUP rates may apply to bookings for 10 or more adults.
2. **DISCOUNTS AND SPECIALS.** All Hibiscus return guests are entitled to a 10% discount off the rack rates; subject to approval by a Hibiscus reservation manager (names and travelling dates of previous bookings must be provided). Bookings made at a special or discounted rate may require to be fully pre-paid at the time of making the booking.
3. **DEPOSIT (DOES NOT APPLY TO BOOKINGS ON SPECIALS! Refer to the payment conditions that apply to the special rate).** All deposits must be received by Hibiscus Island Resort & Motels within seven (7) days of making the booking. Payment of this deposit will indicate acceptance of these booking conditions. A deposit holds accommodation requested but does not guarantee prices. If no payment or notification has been received by the due date, we reserve the right to treat the bookings as cancelled.
 - a. For bookings not classified as Group bookings a non-refundable deposit \$100.00 per person including children is required. For bookings made within 30 days prior to arrival, full payment is required at time of booking.
 - b. For Group bookings a non-refundable deposit \$200.00 per person including children is required. For bookings made within 60 days prior to arrival, full payment is required at time of booking.
4. **PAYMENT (DOES NOT APPLY TO BOOKINGS ON SPECIALS! Refer to the payment conditions that apply to the special rate).** We accept Visa and MasterCard credit cards or Direct Deposits in Australian Dollars ONLY to Irvine's Pty Ltd, Westpac Bank Norfolk Island, BSB 032855, A/C No 510045. If for any reason the balance of monies is not received by the due date, we reserve the right to cancel the booking and apply the deposit against cancellation fees and other charges incurred on the Client's behalf.
 - a. For bookings not classified as Group bookings the balance of payment is due 30 days prior to arrival.
 - b. For Group bookings the balance of payment is due 60 days prior to arrival, or earlier as advised.
5. **AMENDMENT FEE.** Amendments requested by you to a confirmed booking may incur an amendment processing fee that will be a minimum of \$50 per booking per amendment.
6. **CANCELLATIONS.** Should you or any member of your travelling party be forced to cancel, you must notify us in writing. Cancellation penalties are as follows: After deposit – loss of deposit; After full payment – 100% of Tariff paid. Cancellation penalties are strictly enforced. Once the reservation we have booked for you commences, no refunds can be made for any unused services whether by choice or circumstance. No refund if guests fail to arrive due to their flights being delayed or cancelled. These expenses are to be recovered by the guest's Travel Insurance.
7. **AGENTS PAYMENTS.** The Deposit, Payment and Amendment Fee conditions may not apply if an Agent has an approved credit account established with Hibiscus Island Resort & Motels. However, Cancellation Fees will still apply as per above.
8. **SPECIAL NEEDS.** Passengers with disabilities or requiring assistance should advise us at the time of reservation. Please, ask for details of such facilities if you have any special needs.
9. **SECURITY BOND.** Credit card details (Visa or MasterCard) are required upon check in. We do not reserve ("freeze") the funds on the Clients' account. If the Clients are unable to provide credit card details, a cash bond of AUD 1,000 per vehicle and AUD 500 per unit is required. The bond is fully refundable upon check out providing there has been no damage done to the car or the unit and no charges are outstanding.
10. **TRAVEL INSURANCE.** We strongly recommend that all travellers purchase a comprehensive travel insurance which covers cancellation fees, loss of luggage, medical expense, etc. Passengers electing not to take Travel Insurance accept responsibility for their own costs or losses sustained in the event the travel arrangements are disrupted.
11. **RELEASE AND INDEMNITY OF HIBISCUS ISLAND RESORT & MOTELS.** Some events are beyond our control and we accept no liability caused directly or indirectly by such, including, but not limited to: war, terrorism, civil disturbance, fire, floods, acts of God, and acts of Government or of any other authorities, accident to or failure of machinery or equipment or industrial action. Additionally, we make no representation as to the safety or conditions that the destination offers. Whilst acting in good faith we are subject to the terms and conditions and limitations of liability imposed by suppliers involved in your travel booking, some of which limit or exclude liability in respect of death, personal injury, delay and loss or damage to baggage. We do not accept responsibility for injury, inconvenience, loss, damages, and delay to persons or property, or for related expenses on the part of employees, agents or individuals providing travel service. Furthermore we do not accept responsibility for any loss, damage, delay, injury, and inconvenience or for any related expense for any omission, error or any misleading statement or information contained in this brochure. We will not be held responsible for any unforeseen circumstances that necessitate any changes to your travel arrangements.