

SMITHS BEACH RESORT

NETT CONTRACT AGREEMENT 2025-26

VALID FOR TRAVEL: 01 APRIL 2025 TO 31 MARCH 2026

GENERAL INFORMATION

HOTEL DETAILS

Smiths Beach Resort
Address: Smiths Beach Rd, Yallingup, Western Australia 6282
Phone: 61 8 9750 1200
Resort Manager: Steven Hofmann
manager@smithsbeachresort.com.au

Sales contact

Lisa Fletcher, Business Development Consultant
sales@smithsbeachresort.com.au
61 (0) 477 779 630

Reservations

reservations@smithsbeachresort.com.au
Phone: 61 8 9750 1200

Name: Australia and Beyond Holidays
Address: LVL 1, 106 Little Lonsdale St, Melbourne
ABN:
TA Licence No:

Key Contact

Name: Simon Bernardi
Email: simon@aabh.com.au
Phone: 0418 111 484

Accounts Contac

Name:
Email:
Phone: 03 9606 1830

ROOM RATE INFORMATION – Nett AUD per room, per night

TYPE	LOW SEASON Min. 2-night stay 28.04.25 - 31.08.25		SHOULDER SEASON Min. 2-night stay 01.04.25 - 17.04.25 22.04.25 - 27.04.25 01.09.25 - 18.12.25 01.02.26 - 31.03.26		HIGH SEASON MIN 4-night stay 18.04.25 - 21.04.25 19.12.25 - 31.01.26	BEDDING	MAX OCCUPANCY
	MON-THU	FRI-SUN	MON-THU	FRI-SUN	MON - SUN		
1 Brm Apartment	338.00	412.50	375.00	713.00	937.50	1 King Split	2
1 Brm Ocean View Villa	488.00	637.50	637.50	825.00	2062.50	1 King	2
2 Brm Garden Villa	563.00	712.50	600.00	938.00	1500.00	2 King Split**	4
2 Brm Ocean View Villa	638.00	750.00	675.00	1013.00	1687.50	2 King Split**	4
3 Brm Ocean View Villa	713.00	825.00	750.00	1125.00	2062.50	1 King / 1 King Split / 1 Queen	6
3 Brm Beach House	750.00	937.50	1012.50	1388.00	2625.00	1 King / 2 King Split	6
4 Brm Beach House	1088.00	1500.00	1237.50	1875.00	3750.00	3 King / 1 King Split	8

** Rates refer to a maximum of four guests. Additional guest on sofa bed \$100 per night (to a maximum five occupancies)

ROOM RATE INCLUSIONS

- Daily housekeeping service
- Complimentary Wi-Fi
- Complimentary parking
- Gourmet tea, local French press ground coffee, fresh milk

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LAMONT'S

Smiths Beach

The Parties agree to comply with all applicable laws, regulations, and ordinances. Each Party shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. The Agent agrees to conduct all activities in accordance with the highest ethical standards and will not engage in any activity that could harm the reputation or business operations of Smiths Beach Resort.

Confidentiality Clause

Both Parties agree to maintain the confidentiality of information disclosed during the course of this Agreement, which includes but is not limited to contractual terms, rates, and personal guest information. Such confidential information shall not be disclosed to third parties without prior written consent from the disclosing Party, except as may be required by law or to the extent necessary to execute this Agreement.

Confidential information does not include information that is publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the receiving Party; is received from a third party without breach of any obligation of confidentiality; is independently developed by a Party without use of or reference to the other Party's confidential information; or is disclosed with the prior written approval of the disclosing Party.

In the event of termination of this Agreement, each Party agrees to return or destroy all confidential materials received from the other Party, as requested, and to certify in writing that all copies have been returned or destroyed.

Violation of this confidentiality obligation may result in immediate termination of the Agreement and the potential for legal action to recover damages from any harm caused by the breach.

KEY INFORMATION FOR GUESTS

Check in Time: 3:00pm
Check out Time: 10:00am
Late Check out: 2:00pm at 50% of nightly rate, subject to hotel confirmation at the time of booking
Reception Hours: 9:00am to 5:30pm daily. Please provide guest email and/or (AU) contact mobile for late arrival instructions. Onsite manager available 24/7 for in-house guests.
Parking: Complimentary parking is available alongside each room.

BONUS OFFERS

Winter Special: Valid for arrivals 01 May 2025 to 31 August 2025 inclusive. Includes A La Carte Breakfast per person per day (for a maximum of 2 guests), a 4-night minimum stay applies. Please quote code 'BONUS' at the time of booking to redeem.

WESTERN AUSTRALIA PUBLIC HOLIDAYS

Peak season rates and a minimum 3-night stay apply to all bookings over Western Australia Public Holidays and special event weekends as advised by the resort

GROUPS

Groups of 10 rooms or more will be quoted ad hoc.

FOC Policy for groups – For every 10 rooms confirmed, 1 x Beach Shack will be offered complimentary for a bona fide driver or guide.

PAYMENT

Full payment (in AUD, nett of overseas bank fees and transfer costs) must be received at least 28 days before the stay for low & shoulder season. Full payment must be received 90 days before the stay for high season. This clause will not be applicable if both contracting parties have agreed upon a separate written credit agreement.

CANCELLATION AND NO-SHOW CHARGES

Written notification is required for any cancellation prior to the minimum notice dates

- | | |
|---|----------------|
| • Low season within 7 days of arrival | Full charge |
| • Low season within 28 days of arrival | 1-night charge |
| • Shoulder season within 28 days of arrival | Full charge |
| • Shoulder season within 45 days of arrival | 1-night charge |
| • High season within 90 days of arrival | Full charge |

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The grandest of all moments

A handwritten signature in black ink, appearing to be "J. Lamont".

LAMONT'S

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ROOM INFORMATION

- Smiths Beach Resort is an all-apartment style property, offering fully self-contained facilities across all room types including full kitchen and in-room laundry facilities.
- Additional beds are not available at the resort unless the room contains a sofa bed as indicated above. Cots are available at an additional fee of \$25 per stay.
- Please refer to our website www.smithsbeachresort.com.au for detailed room inclusions, images and virtual tours

CHILD POLICY

- Maximum occupancy does not include infants in cots.
- Children aged 3 and above are considered one occupant.
- Cot available for an additional \$25 per stay. Stair gates for an additional \$32.50 per stairgate per stay and Highchairs are available complimentary.

MEAL RATES (LAMONT'S SMITHS BEACH), Nett Non-commissionable

- | | |
|---|--------------------------------|
| • Breakfast (A La Carte) | \$39.00 adult / \$25.00 child |
| • Dinner (2 Course A La Carte, excl drinks) | \$67.50 adult / \$30.00 child |
| • Dinner (3 Course A La Carte, excl drinks) | \$85.00 adult / \$30.00 child |
| • Half board (Breakfast and Dinner) | \$115.00 adult / \$50.00 child |
| • Hamper on arrival | from \$65.00 per hamper |

Child age for Food & Beverage pricing is up to and including the age of 12

Guests may order room service from Lamont's for self-collection. No additional room service charges apply.

Please note Lamont's is closed on Good Friday, Christmas & Boxing Day each year. Opening hours may vary throughout the year.

TERMS AND CONDITIONS

- Rates shown are nett, room only and are non-commissionable.
- All accommodation rates are exempt from GST (Goods and Services Tax). All other rates quoted are inc GST.
- The rates quoted are applicable for FIT bookings only, which are bookings with nine rooms or less.
- Charges for personal consumption, including F&B (Food and Beverage), phone usage, etc., will be billed to the guest's personal account.
- The rates are not valid for commercial business travellers, corporate accounts, or internet bookings.
- The tour operator is strictly prohibited from offering accommodation at the hotel to a third party.
- All information and rates offered are confidential and should not be distributed.
- The Agent is required to ensure that static rates on its own or any associated/affiliated website are not published unless bundled. Failure to adhere to these conditions may result in the nullification of the contract.
- It is required that the guest's details such as their full name, email address, and mobile number are provided no later than 28 days prior to the scheduled arrival date. This information is necessary due to our remote location and is crucial to communicate important check-in procedures to the guest.

Force Majeure Clause

Neither Party shall be liable for any failure to perform its obligations under this Agreement if such failure is caused by the occurrence of unforeseen events beyond its reasonable control, including but not limited to: acts of God; natural disasters; pandemics; war; terrorism; government restrictions; labour strikes; and/or utility failures. Such a non-performing Party shall notify the other Party in writing within fourteen (14) days of the occurrence of any such event, explaining the nature and expected duration of the Force Majeure event.

Upon notification, both Parties agree to negotiate in good faith efforts to agree upon reasonable alternative measures with the intention to mitigate the effects of such an event. If the Force Majeure event persists for more than sixty (60) days, either Party may terminate this Agreement without any further liability, other than for obligations accrued prior to the onset of the Force Majeure event.

Legal Compliance Clause

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NO SHOWS (Year-Round): Full booking stay will be charged

The Agent signed to this contract agrees to accept full liability for any cancellation and no-show charges as may be incurred by bookings made by this Agent.

SMITHS BEACH RESORT PORTAL ACCESS DETAILS

We take great pleasure in extending to you the opportunity to access our contracted rates for live inventory through our Agent Portal. This convenient feature empowers you to check availability, make, modify, and cancel bookings for your clients,

Link to access the portal : <https://corporateportal8.rmscloud.com/Login/Index?clientId=15812>

Your login details:

Login: info@aabh.com.au

Password: Aubeyond22

CONTRACT APPROVAL

Please return the signed contract to sales@smithsbeachresort.com.au

Signed: _____

Name: _____

Simon BERNARDI

Title: _____

MANAGING Partner

Date: _____

12.7.24

Thank you for your continuing support
Yours sincerely

Lisa Fletcher
SMITHS BEACH RESORT

11 July 24

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