

Tuesday, 24 September 2024

Dear Valued Trade Partner

Please find attached the qualia nett rates agreement ("Agreement") for the period 1 April 2025 – 31 March 2026.

To ensure we both continue to comply with our Australian GST obligations, we define our existing commercial relationship as being one where you buy Australian commercial accommodation rights from us to re-sell to third party, which could be another wholesaler, a travel agent or guest. Please advise via return email if you have a different understanding of our commercial relationship.

In particular, we draw your attention to the following items in the Agreement:

1. AGREEMENT STRUCTURE

The Agreement has now been separated into four sections:

- > The main body of the Agreement which sets out the terms and conditions on which we sell Accommodation Package Rights to you;
- > Schedule 1 which captures your details and sets out the percentage discount you can acquire the Accommodation Package Rights from us compared to the Recommended Retail Price;
- > Schedules 2 – 5 which set out the accommodation rates and inclusions, accommodation add-on rates, accommodation package rates and inclusions and floor plans. This information has been provided in a quick-reference format so you can see at glance the different types of options available and the applicable rate.
- > Schedule 6 which sets out the booking conditions and important information which you must communicate to the Guest prior to them booking.

2. TERMINOLOGY

The following terminology changes have been included in the Agreement:

- > You are now referred to as the Client.
- > The rights you purchase from us, whether they be for accommodation, accommodation add-ons or accommodation packages are collectively referred to as Accommodation Package Rights
- > Anyone you re-sell the Accommodation Package Rights to are referred to as Accommodation Package Recipients
- > The amount we sell the Accommodation Package Rights to you for is the Recommended Retail Price (in previous agreements referred to as the Sell Rate) less your Profit Percentage. The calculation is the same as previously, only the terminology has changed.

3. RATES

- > Please note we have simplified our rate structure with this contract, offering a nightly rate only.
- > Single rates are available for Leeward & Windward pavilions on the Gourmet rate only for the 2025/2026 Agreement.
- > The rates provided in this Agreement are for FIT bookings only.
- > We note the rates can be subject to change but we will provide you with notice of changes at the earliest opportunity and any changes will not affect existing bookings.
- > **All room rates in this contract cannot be booked within 60 days of travel**

4. PACKAGES

Please be aware of the following in respect of our packages for 2025/26:

- > Please note that the minimum length of stay on all packages is now 3 nights. Additional nights are available at specified rates.
- > We would like to remind you about our Heart Island Adventure Package, including helicopter flights over Heart Reef before landing on the private Heart Island Pontoon with time to explore the surrounding lagoon. Refer to Schedule 4 for more information and package rates.
- > A reminder note that the The Island Interlude package is now named **Couples Indulgence**. We have also removed our Snorkel and Dive Packages, and our Whitehaven Beach By Helicopter Package from sale
- > For the safety of all of our guests, we wish to draw your attention to the following important information in relation to packages which include diving or snorkelling. Before proceeding with a booking on any one of these packages, you must notify guests of the following:
 - > Snorkelling: Guests must acknowledge that they are a competent swimmer and are competent in English
- > Please note that special conditions apply for all packages which include tours by aircraft. Refer to Schedule 4 & 6 of the agreement for additional information including minimum passenger numbers and person's weight restrictions.
- > Strict blackout dates apply to all qualia packages:
 - > Hamilton Island Race Week: 16 - 23 August 2025 (inclusive) - **Couples Indulgence Package only**
 - > Hamilton Island Race Week Opening Weekend: 16 & 17 August 2025 (inclusive) - **all other packages**
 - > Sole use: 19-21 September 2025 (inclusive)
 - > Festive Season: 20 December 2025 - 10 January 2026 (inclusive)
- > **Packages cannot be booked within 60 days of travel**

5. FESTIVE SEASON

- > Festive Season dates are 20 December 2025 to 10 January 2026 (inclusive).
- > A minimum three night stay applies for bookings during Festive season
- > A minimum length of stay may apply to request bookings over certain dates and is subject to change as required.

6. QUALIA BLACKOUT DATES

Please note strict blackout dates apply all qualia accommodation over the following specific events (we reserve the right to add additional blackout dates to the below):

- > Hamilton Island Race Week Opening Weekend: 16 & 17 August 2025 (inclusive)
- > Sole use: 19-21 September 2025 (inclusive)

7. GROUP CONDITIONS

qualia continues to offer ad-hoc group bookings, business event bookings and wedding bookings. Rates can be provided at the time of enquiry, based on the travel dates and group details. Please refer to the Agreement for additional information relating to Groups. Group bookings may not be split over multiple reference numbers; this still constitutes a group & will be subject to group terms & conditions.

- > Leeward and Windward Pavilions: 6 or more rooms and/or where private dining/activity arrangements are required

8. GUARANTEED PAVILIONS

Specific pavilion numbers may only be guaranteed by way of the 'Guaranteed Pavilion Supplement'. Pavilions are subject to availability at time of booking and blackout dates apply. Refer to Schedule 3 of the Agreement for more details.

9. CANCELLATION POLICY

Please be aware at the time of booking the correct Guest name, booking date and Room Type must be provided. Any changes can result in the booking being cancelled, cancellation fees applying and / or a loss of the room allotment. Please also note that group bookings split over multiple booking numbers are also subject to the cancellation procedure.

10. PAYMENT DETAILS

Previously there were two bank account payment options for direct deposits. All payments are now to be made into Hamilton Island Enterprises Limited ("HIE") bank account. Details are provided in the Agreement.

11. ADVERTISING

Please note that any advertising campaigns must be submitted to us for approval prior to sale

12. ACCOMMODATION PACKAGE RECIPIENTS BOUND BY THIS AGREEMENT

Please be aware that anyone you re-sell the Accommodation Package Rights to, acquire them from you on the same terms you acquire them from us. If the Accommodation Package Recipient breaches this agreement, this constitutes a breach by you and we may seek remedy against you.

13. AUSTRALIAN GST

HIE will be liable for Australian GST on the value of Accommodation Package Rights it sells to you. HIE is not liable for any GST on the re-sale of these rights, by either you or any other party.

14. QUALIA APPROVED TRADE IMAGES

Please find the link below for our approved trade images and vision. These are the only images and vision permitted for use.

- > Hamilton Island Product Managers Handbook: <https://www.hamiltonisland.com.au/trade/selling-tools>
- > Media Library: <https://www.hamiltonisland.com.au/trade/gallery>

Please complete the details on Schedule 1 and sign the final page of the Agreement. Return all pages of the signed agreement to:

Hamilton Island
Sales & Marketing
Level 3, 100 Pacific Hwy, St Leonards, NSW 2065
Email: sales@hamiltonisland.com.au
Phone: 02 9433 3333

We look forward to working with you further and wish you a successful 2025/2026

Kind Regards,



Pete Brulisauer
CEO
qualia – Great Barrier Reef Australia



HOTEL STYLE ACCOMMODATION – QUALIA

Leeward Pavilion
Windward Pavilion
Beach House

GLOBAL RATES CONTRACT
SALE OF ACCOMMODATION RIGHTS
NETT RATE AGREEMENT
1 April 2025 – 31 March 2026

This contract has been prepared for:

Section 1 - The main body of the Agreement

Parties

Hamilton Island Enterprises Limited (ABN 61 009 946 909) of Level 3, 100 Pacific Highway, St Leonards, NSW 2065 ("HIE")

AND

The Client whose details are set out in Item 3 of Schedule 1 ("Client")

Recitals

- A. HIE owns and operates resort accommodation, food and beverage outlets and extensive recreational facilities on Hamilton Island and Dent Island. HIE also has an agency agreement with other Activity Providers to sell their products.
- B. HIE offers to sell the rights to various Accommodation Packages and Accommodation Add-Ons to the Client for on-sale at Nett Rates on the terms and conditions set out in this Agreement.
- C. The Client wishes to purchase the selling rights to various Accommodation Packages and Accommodation Add-Ons at Nett Rates to Accommodation Package Recipients on the terms and conditions set out in this Agreement.

Operative Provisions

1. Definitions

1.1 In this Agreement:

"Accommodation" means a pavilion provided by HIE in any of the following qualia properties on Hamilton Island:

- > Leeward Pavilion;
- > Windward Pavilion; or
- > Beach House;

as detailed in Part 2 of this Agreement and on the terms and conditions as set out in this Agreement.

"Accommodation Add-On" means any available add-on to an Accommodation Package booking as set out in Schedule 3 of this Agreement and on the terms and conditions as set out in this Agreement.

"Accommodation Package" means Accommodation and any additional packaged items provided by either HIE or an Activity Provider as set out in Schedules 2, 3 and 5 of this Agreement and on the terms and conditions as set out in this Agreement.

"Accommodation Package Recipients" means any entity that acquires Accommodation Package Rights from the Client.

"Accommodation Package Rights" means the right to sell an Accommodation Package or Accommodation Add-On on the terms and conditions as set out in this Agreement.

"Activity Provider" means an unrelated third party to HIE that owns or provides facilities or activities on Hamilton Island.

"Activity Provider Products" means a product owned by an Activity Provider where HIE acts as a selling agent for that product that forms part of an Accommodation Package offered by HIE.

"Ad Hoc Group" means a group of 6 or more pavilions per night, that does not require the services of HIE's Conventions, Business Events or Wedding teams for any purpose including the arrangement of any private meeting spaces, conference rooms, private dinners or organised tours and activities on Hamilton Island.

"Agreement" means the agreement between HIE and the Client, which consists of the contents of this document.

"Allotment" means a guaranteed number of Accommodation pavilions for a particular day or particular period at the discretion of HIE.

"Bar Pricing" means Best Available Rate. Pricing and commission levels for BAR pricing is not available in this contract

"Booking Conditions" means the conditions set out in Schedule 6.

"Booking Date" means the date the Guest books to stay in the Accommodation;

“Business Event Booking” means a group of 6 or more pavilions per night that are travelling together for business purposes and/or require the services of HIE’s Conventions or Business Events team for any purpose including the arrangement of any private meeting spaces, conference rooms, private dinners or organised tours and activities at qualia or on Hamilton Island.

“Cancellation Event” means one or more of the following events:

- any Guest name change to that which has been advised by the Client or the Accommodation Package Recipient to HIE;
- any change in Booking Date;
- any change in Pavilion Type;
- any reduction in the number of Accommodation pavilions booked, but only in respect of the rooms no longer required;
- the Guest is a No Show on or after the booked arrival date.
- the Guest departs prior to the booked departure date; or
- the Client splits bookings over multiple reference numbers where if the booking had been made all at once, it would be considered an Ad Hoc Group or Business Event booking in accordance with the terms of the Agreement.

“Client” means the party named in Item 3 of Schedule 1.

“Dispute” means a dispute arising out of or relating to the Agreement.

“Festive Season” means Friday 20 December 2024 to Saturday 11 January 2025 inclusive.

“FIT” means one or more Fully Independent Travelers who do not constitute an Ad Hoc Group.

“Guest” means the person or persons who has been identified as the end user of the booked Accommodation Package or Accommodation Add-On.

“GST” means Australian GST as defined in *A New Tax System (Goods and Services Tax) Act 1999* (cth) as amended (**GST Act**) or any replacement or other relevant legislation and regulations.

“Hamilton Island” means Hamilton Island and its surrounding waters.

“HIE” means Hamilton Island Enterprises Limited.

“HIE Products” means accommodation, activities, services, facilities, merchandise, promotional material, images, and all other products owned or operated by HIE.

“Improvement Works” means building, road, airport, construction, development or renovation works.

“Insolvency Event” means in respect of a person, being in liquidation or provisional liquidation or under administration, having a controller (as defined in the Corporations Act) or analogous person appointed to it or any of its property, being taken under section 459(F)(1) of the Corporations Act to have failed to comply with a statutory demand, being unable to pay its debts or otherwise insolvent, dying, ceasing to be of full legal capacity or otherwise becoming incapable of managing its own affairs for any reason, taking any step that could result in the person becoming an insolvent under administration (as defined in section 9 of the Corporations Act), entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors, or any analogous event.

“Metasearch” (also known as Metachannels or Metaconnect) means lead generation platforms and websites that provide consumers the ability to comparison shop across multiple online travel agents and HIE’s own internet booking engine. These include, but are not limited to, Trip Advisor, Trivago, Google Hotel Price Ads, Kayak, Google Places, Google Hotels, Finder, Skyscanner and Google Maps.

“Nett Rate” means the cost of each individual Accommodation Package and Accommodation Add-on, and is calculated as the Recommended Retail Price less profitable Percentage.

“No Show” means a guest or guests with a confirmed booking who neither uses or cancels the booking.

“Pavilion Type” means any one of the following:

- Leeward Pavilion;
- Windward Pavilion; or
- Beach House

“Primary Keyword Phrases” means each of the following keyword phrases:

- Beach Club
- Beach House
- Dent Island Golf Club
- Great Barrier Feast
- Great Barrier Reef Airport
- Hamilton Island
- Hamilton Island Golf Club
- Hamilton Island Holiday Homes
- Leeward Pavilion
- Palm Bungalows
- qualia
- qualia pavilion
- qualia resort
- qualia
- Reef View Hotel
- Race Week
- The Sundays
- Windward Pavilion
- Yacht Club

“Profit Percentage” means the amount specified in Item 4 of Schedule 1.

“Recommended Retail Price” means the price the Accommodation, Accommodation Package or Accommodation Add-On is recommended to be sold to the Guest, as set out in Schedules 2, 3, 4 and 5 of this Agreement.

“Search Engine” means a web or mobile-based application that facilitates a user’s search for information on the World Wide Web including Google, Bing, Yahoo, Baidu and Naver.

“Social Media” means a web or mobile-based application that allows or facilitates the creation and exchange of user-generated content including but not limited to Facebook, YouTube, Twitter, Instagram, Pinterest, Snapchat, Reddit, Tumblr, LinkedIn, Qzone, Weibo, WeChat, Ask.fm, Flickr, VK, Odnoklassniki and Meetup.

2. Relationship of Parties

- 2.1 Except as expressly provided in this Agreement, nothing in this Agreement is intended to constitute a fiduciary relationship, joint venture, employment relationship or an agency, partnership or trust.

3. Acquisition of Accommodation Package Rights

- 3.1 Subject to availability, the Client may purchase any number or combination of Accommodation Package Rights from HIE at the Nett Rate for FITs and at a rate provided by HIE upon request for Ad Hoc Groups. All purchases must be made a minimum of 60 days in advance form the date of travel.
- 3.2 Availability for FIT guest bookings can be confirmed in any of the following ways:
- 3.2.1. it is part of the Client’s Allotment;
 - 3.2.2. Siteminder shows availability at the time of Guest booking;
 - 3.2.3. by contacting HIE directly via email at reservations@qualia.com.au for all FIT requests
- 3.3 The Client can confirm availability for Ad Hoc Group booking requests by contacting qualia Groups Reservations Team at groups@hamiltonisland.com.au.
- 3.4 HIE, at its own discretion, can choose to provide an Allotment to the Client, provide the Client with access to rates via Siteminder or GDS, or require confirmation via direct email.

4. HIE Obligations

- 4.1 HIE’s obligations under this Agreement are limited to the following:
- 4.1.1. Selling Accommodation Package Rights to the Client;
 - 4.1.2. Being an authorised selling agent for Activity Provider Products;
 - 4.1.3. Providing a confirmation to the Client once an Accommodation Package or Accommodation Add-On has been booked which includes:

- a) Reservation number
- b) Guest name
- c) Accommodation Package and Accommodation Add-On details; and
- d) Booking conditions.

4.1.4. Fulfilling the Accommodation Package or Accommodation Add-On purchased by the Client in respect of HIE Products only;

4.2 HIE is not obligated to fulfil any Accommodation Packages where the Client has failed to comply with their obligations under this Agreement.

5. Client Obligations

5.1 The Client agrees to pay HIE in accordance with the payment terms.

5.2 The Client may on-sell the Accommodation Package Rights to any of the following Accommodation Package Recipients:

- 5.2.1. a Guest;
- 5.2.2. a travel agent;
- 5.2.3. a tour operator; or
- 5.2.4. a travel wholesaler.

5.3 The Client may not on-sell the Accommodation Package Rights for the purpose of any third party promotions or pricing.

5.4 The Client may not advertise a sell price of less than the Recommended Retail Price.

5.5 The Client may not split bookings over multiple reference numbers, where if the booking had been made all at once, it would be considered an Ad Hoc or Business Event Group in accordance with the terms of this Agreement.

5.6 When the Client on-sells the Accommodation Package Rights, they agree to:

- 5.6.1. Clearly communicate the Booking Terms and Conditions for the each Accommodation Package or Accommodation Add-On being sold.
- 5.6.2. Clearly communicate the selling relationship is between the Client and who they on-sell to.
- 5.6.3. Contractually agree with the Accommodation Package Recipient that they are bound by the same terms and conditions for on-sale as set out under of this Agreement, including adherence to brand guidelines and images.

5.7 The Client agrees that all Guests must comply with the qualia minimum age policy of 16 years and over. Failure to comply will result in guests being relocated to the Reef View Hotel with nil refund provided.

5.8 Remedy any breach of this Agreement by an Accommodation Package Recipient;

5.9 The Client agrees to return signed acceptance of this Agreement to HIE. Where the Client does not return signed acceptance of this Agreement to HIE, any act by the Client to on-sell the Accommodation Package Rights will be deemed to be acceptance of the terms and conditions set out in this Agreement.

5.10 The Client may not sell Accommodation Package Rights through any online travel agencies (OTA's)

6. Nett Rates

6.1 Nett Rates are valid for travel from 1 April 2025 to 31 March 2026.

6.2 Nett Rates are subject to change. Any changes will be advised to the Client at the earliest opportunity.

6.3 The Nett Rates in this Agreement are valid for FIT bookings only. Nett rates for Ad Hoc Group bookings will be provided upon request.

7. Payment Policy for FIT Bookings

7.1 This clause 7 applies to FIT Accommodation Package and Accommodation Add-On bookings only.

7.2 Where all of the nights booked in an Accommodation Package or Accommodation Add-On fall outside of the Festive Season period:

- a) a 20% deposit at the contracted rate is required at the time of the booking being confirmed and the remaining 80% due no later than 7 days prior to Guest arrival.
 - b) where a booking is made within 7 days of Guest arrival, full payment is required at the time of booking.
- 7.3 Where one or more of the nights booked in an Accommodation Package or Accommodation Add-On fall within the Festive Season period:
 - a) Bookings confirmed in excess of 60 days before travel require 20% deposit at time of booking. Full pre-payment is required no later than 60 days prior to travel to secure the booking.
 - b) Bookings confirmed within 60 days of travel require a 100% deposit at time of booking.
- 7.4 Payments not received by the due date may result in the Accommodation Package or Accommodation Add-On being cancelled.

8. Payment Details

- 8.1 Clients are to make payment to HIE by either direct deposit or credit card.
- 8.2 Direct deposit payments do not incur any fees, are the preferred method of payment and are to be made by the Client into the following bank account:

Bank Name:	Westpac Banking Corporation
Branch:	Hamilton Island
Branch Address:	Shop 3, Resort Centre, Hamilton Island, QLD 4803
BSB Number:	034-202
Account Number:	100 072
Account Name:	Hamilton Island Enterprises Limited
International swift Code:	WPACAU2S
- 8.3 Credit card payments by the Client may be subject to a credit card fee which will be advised prior to the payment being processed. Credit card payments can be made by directly contacting qualia Reservations in accordance with clause 30 (very last page).

9. Cancellation Policy for FIT Bookings

- 9.1 Notice of any Cancellation Event must be provided in writing to qualia Reservations.
- 9.2 For all FIT Accommodation Package and Accommodation Add-On bookings where all of the nights booked fall outside of the Festive Season period:
 - 9.2.1. Cancellation Event notifications received outside of 14 days prior to arrival will not incur a cancellation fee;
 - 9.2.2. Cancellations Event notifications received within 8 - 14 days of arrival will be subject to a cancellation fee of 20% of the total booking value at the contracted rate.
 - 9.2.3. Cancellation Event notifications received within 7 days of arrival will be subject to a cancellation fee of 100% of the total booking value at the contracted rate.
- 9.3 For all FIT Accommodation Package and Accommodation Add-On bookings where one or more of the nights booked fall within the Festive Season period:
 - 9.3.1. Bookings confirmed in excess of 60 days before travel require 20% deposit at time of booking. Full pre-payment is required no later than 60 days prior to travel to secure the booking.
 - 9.3.2. Bookings confirmed within 60 days of travel require a 100% deposit at time of booking.
 - 9.3.3. Cancellations received up to and including 60 days of arrival will be subject to a cancellation fee of 20% of the total booking value at the contracted rate; and
 - 9.3.4. Cancellations received within 60 days of travel will be subject to a cancellation fee of 100% of the total booking value at the contracted rate.
- 9.4 Failure to provide written notification of a Cancellation Event will result in the Client being charged a cancellation fee of 100% of the total booking value at the contracted rate.
- 9.5 Where a Cancellation Event occurs, the Client forfeits its Allotment to cancelled Accommodation rooms. HIE will use its best endeavours to re-book upon request of the Client, but availability is not guaranteed.

10. Ad Hoc Groups

- 10.1 Ad Hoc Group booking requests are to be made directly to the Hamilton Island Reservations Team at groups@hamiltonisland.com.au.
- 10.2 Ad Hoc Group Nett Rates, payment terms and cancellation policies will be provided by HIE in response to any request made in accordance with clause 10.1.
- 10.3 Please note minimum 30 guests required for ANY private dinner and can only be confirmed 3 months prior to travel.

11. Business Event Bookings

- 11.1 Business Event Bookings must be quoted, contracted and booked through the Hamilton Island Business Events Department at conference@hamiltonisland.com.au.

12. Weddings

- 12.1 All wedding accommodation enquiries are to be directed to Qualia Reservations. For wedding package rates and information relating to wedding services, contact Hamilton Island Weddings on +61 7 4946 9222 or email weddings@hamiltonisland.com.au. Note, Qualia only accepts small weddings of two to six guests to minimise the impact on other guests.

Overbooking

- 12.2 Every attempt will be made to prevent overbooking. However, in the event that overbooking occurs and any Guest must be relocated to another hotel/resort, the following procedure shall apply:
 - a) HIE and the Client will jointly agree on the alternative property.
 - b) HIE will incur any additional costs associated with moving Guests.
 - c) HIE will provide a letter of apology to all Guests who are relocated.
 - d) Seven days' notice is to be provided by HIE to the Client.
 - e) HIE must be advised in writing of the risk of consumer litigation that may result from such action.

13. Confidentiality

- 13.1 The Client agrees not to disclose to any other person, in any manner including but not limited to written, electronically, or orally, the Nett Rates contained in the Agreement.
- 13.2 The parties agree they will not disclose the terms and conditions of the Agreement to any other person, except as is necessary to ensure compliance with the terms and conditions of this Agreement by either party or the Accommodation Package Recipient.

14. Publication of HIE Products and brand assets

- 14.1 Prior to publishing any offers or advertisements of HIE Products, offline or online, the Client or Accommodation Package Recipient must obtain written approval from HIE of the content, form and creative of the proposed offer or advertisement.
- 14.2 HIE reserves the right to restrict which HIE Products may be offered or advertised by the Client or Accommodation Package Recipient and the basis or way in which the products are offered or advertised, including in relation to rates, special offers, currency, and the representation of HIE Products.
- 14.3 Suggested wordings of advertisements of HIE Products, developed by HIE, may be found in HIE's 2024/25 Product Managers Handbook or on the Trade Website www.hamiltonisland.com.au/trade.
- 14.4 Images of Hamilton Island are available from HIE as detailed in HIE's current Product Managers Handbook.
- 14.5 The Client or Accommodation Package Recipient must obtain written approval from HIE for any offline or online use of HIE brand assets, including trademarks, logos and brand images. Primary Keyword Phrases may only be used to list and describe the product offering and use is subject to the online sales and marketing restrictions contained in clause 16. HIE has rights retains all rights in relation HIE Product Managers Handbook and brand assets.
- 14.6 Where any promotional activity has been approved pursuant to this clause 15, solely for the manner in which and for the period in which the activity has been approved, HIE grants the Client or Accommodation Package Recipient a licence to use HIE brand assets.

15. Online Sales & Marketing Restrictions

15.1 The Client agrees to not to engage in any of the following behaviour in their online sales and marketing activity for HIE products:

- a) Bid on any of the Primary Keyword Phrases or any variation of these Primary Keyword Phrases, exact or broad, including common misspellings, abbreviations or change in word order, in any form of paid advertising, including but not limited to Search Engines. Clients are actively encouraged to negatively bid on these Primary Keyword Phrases to ensure they do not breach this requirement;
- b) Use HIE images and brand assets without express permission;
- c) Use unsolicited commercial email, post to non-commercial newsgroups or cross-post to multiple newsgroups at once;
- d) Advertise in any way which conceals or misrepresents the Client's identity, domain name or return email address;
- e) Participate in Metasearch programs such as Google HPA (Hotel Price Ads) and TripAdvisor's Check Rates by paying to display rates for Hamilton Island properties: Reef View Hotel, qualia, Beach Club & Palm Bungalows;
- f) Utilise Trip Advisor's Instant Booking technology to drive Accommodation, Accommodation Package or Accommodation Add-On bookings to the Client's own booking engine for Hamilton Island properties;
- g) Create business listings linking to the Client's website on Geo-targeted/mapping sites for example Google Business listings;
- h) Create official or unofficial pages/ profiles on Social Media sites that are primarily used to promote HIE products or Activity Provider Products without express written permission;
- i) Use any of the Primary Keyword Phrases or HIE images in Page/profile names, usernames, signatures, avatars and profile shots within Social Media;
- j) Post comments to forums, blogs, Social Media or review sites that insinuate that the Client is an official representative of the HIE business;
- k) Buy, or own any domain names that contain Primary Keyword Phrases in the URL; and
- l) Fail to comply with all applicable legislation and regulations governing affiliate marketing and e-mail marketing in the jurisdictions that the publisher targets

15.2 In the event that HIE finds that the Client or Accommodation Package Recipient has breached this clause, HIE will contact the Client to request that the breach is remedied within five (5) days. In the event that the Client fails to remedy any breach within five (5) days, or is found to be repeatedly in breach of this agreement, HIE reserves the right to instigate one or more of the actions below:

- a) Adjust the Profit Percentage to nil on any Accommodation Package Rights acquired by the Client during the period of breach;
- b) Remove or restrict the availability of HIE products and Activity Provider Products until the breach has been remedied;
- c) Issue a cease and desist notice; or
- d) Terminate the agreement with the Client.

16. Intellectual Property Rights

16.1 HIE has used its best endeavours to ensure that the information it provides to the Client is accurate and that it does not, either in its provision or content, constitute a breach of any third party's intellectual property rights.

17. Compliance with Other Laws

17.1 HIE uses its best endeavours to comply with all applicable Queensland and federal laws, and possesses all relevant permits and licences under those laws, including but not limited to laws relating to data protection, occupational health and safety, food and beverage, road works, and building works. The parties will maintain appropriate insurance applicable to their respective businesses for the duration of this Agreement.

18. Guest Booking Conditions

- 18.1 The provision of Accommodation, Accommodation Packages and Accommodation Add-Ons is subject to the booking conditions contained in Schedule 6. These conditions are to be clearly communicated to the Guest at the time of booking and form part booking contract between the Guest and HIE.
- 18.2 Should the Client or Accommodation Package Recipient fail to disclose any of the booking conditions at the time of booking HIE is entitled to recover the cost to HIE from any incorrect disclosure, including the cost of any compensation paid to the Guest, through the downwards adjustment of the profit Percentage on any current or future Accommodation Package Right acquisitions by Client. HIE will provide details of any such adjustments to the Client upon request.

19. Facilities on Hamilton Island

- 19.1 HIE constantly seeks to improve and expand the facilities offered on Hamilton Island. HIE has the right to commence, engage in or continue Improvement Works on Hamilton Island at all times. HIE does not warrant that Improvement Works will not be undertaken on Hamilton Island at any given time. HIE does not warrant that all facilities on Hamilton Island will be available at any given time. It is the responsibility of the Client to confirm the availability of facilities with HIE prior to introducing potential customers to HIE.

20. Force Majeure

- 20.1 The failure of HIE to perform this Agreement and these Terms and Conditions is excused if the non-performance is caused by a force majeure event such as cyclone, flood, war, terrorism fire, explosion, act of God, or any other unforeseeable causes beyond HIE's control.

21. Indemnity

- 21.1 HIE indemnifies the Client, its Clients, employees and contractors against any direct loss, damage, cost and expense arising from any claim by any person against the Client, in tort, contract, bailment or otherwise for loss or damage to property, or injury to or death of any person, arising out of any act of negligence or omission of HIE in relation to this Agreement.
- 21.2 HIE indemnifies the Client, its Clients, employees and contractors against any direct loss, damage, cost and expense arising from any delay, non-delivery or other failure by HIE to supply HIE Products as agreed, including at the specified quality. This indemnity does not extend to Activity Provider Products.
- 21.3 To the maximum extent permitted by law, HIE's liability pursuant to the indemnities granted in clauses 21.1 and 21.2 above will not exceed the cost of the HIE Product or the re-supply of the HIE Product.
- 21.4 The Client and each Accommodation Package Recipient indemnifies and holds harmless, HIE, officers, employees and contractors against all loss, damage, cost and expense arising from any claim by any person against HIE that arises out of any act or omission of the Client or Accommodation Package Recipient.

22. Claims against the Client or HIE

- 22.1 The Client will notify HIE within seven (7) days of any claim being made against it or an Accommodation Package Recipient that may result in HIE sustaining loss, damage, cost or expense under clause 14 of this Agreement or otherwise. The Client and each Accommodation Package Recipient will co-operate fully with any requests made by HIE in defending any claim for which HIE is responsible under this Agreement.

23. Dispute Resolution

- 23.1 Neither party may start arbitration or Court proceedings in respect of a Dispute unless it has first complied with this clause.
- 23.2 Any party claiming that a Dispute has arisen must notify the other party in writing, specifying the nature of the Dispute. Should the Dispute not be resolved within 30 days of the written notice being served, the Dispute will be referred for mediation before a mediator agreed by the parties or, if the parties cannot agree on a mediator, by a mediator nominated by the Australian Commercial Disputes Centre (or the Centre is unable or unwilling to nominate a mediator, by the Queensland Law Society).

24. Termination

- 24.1 Either party shall have a right to terminate this Agreement:
- a) if that right is expressly provided for in these general terms and conditions, with the termination having immediate effect; or
 - b) if a party breaches any term of this Agreement capable of remedy and fails to remedy the breach within 14 days after receiving written notice requiring it to do so; or

- c) if a party breaches any term of this Agreement that is not able of remedy and the non-breaching party has not been paid reasonable compensation within 14 days of the issue to remedy breach notice; or
- d) by giving at least 30 days' written notice to the other party.

25. Applicable Laws

- 25.1 The Agreement is governed by the laws of the State of Queensland and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of that State. If any provision of this Agreement is found to be invalid, illegal or unenforceable, the enforce-ability of the remaining provisions will not in any way be affected or impaired.

26. Amendments

- 26.1 Unless a clause expressly references an alternative method of amendment, the Agreement may only be varied by a document signed by both parties.

27. Data Protection

- 27.1 HIE and the Client each undertake and warrant to each other that they have implemented in accordance with all the applicable data protection, the necessary organisation and technical security measures within their scope to guarantee person data protection and avoid its alternation, loss, illegal use and non-authorised access.

28. GST

- 28.1 All Rates included in this Agreement are inclusive of GST.
- 28.2 HIE is responsible for the remittance of GST on payments it receives from the Client.
- 28.3 HIE will issue a tax invoice on request.
- 28.4 The Client is responsible for the remittance of GST on all amounts collected from Accommodation Package Recipients. The Accommodation Package Recipients will be subject to Australian GST on any sale to another Accommodation Package Recipient. HIE will not be liable for any GST on any sale of the Accommodation Rights apart from the sale to the Client.

29. Electronic signing and counterparts

- 29.1 This Agreement may be executed in any number of counterparts including counterparts exchanged by email or by electronic or digital signature. All counterparts taken together shall comprise this Agreement. Where the parties sign this Agreement by electronic means, the parties agree that they have each consented to the agreed method of execution and may not subsequently challenge the validity of this Agreement on the grounds of consent or effectiveness of the chosen method of execution.

SCHEDULE 1: CLIENT DETAILS

Item 1	Date of Commencement	01-April-2025
Item 2	Term	1 April 2025 - 31 March 2026
Item 3	Client Details	
	Trade Partner Name	
	ABN	(leave blank if you do not have an Australian ABN)
	Registered for Australian GST	☐ Yes
		(tick whichever box is applicable)
		☐ No
	Contact Person	
	Address	
	Phone Number	
	Email Address	
Item 4	Profit Percentage	
	qualia - FIT Bookings	20.0%
	All Ad Hoc Group Bookings	Available upon request

SCHEDULE 2: ACCOMMODATION RATES
RATE CHART 2025 - 2026
ACCOMMODATION RATES

YEAR ROUND CLASSIC RATES - (2 night minimum length of stay, must be booked 60+ days in advance)

Travel Validity: 1 April – 19 December 2025, 11 January – 31 March 2026 (inclusive)

Minimum 2 Night Stays

Rates are per pavilion, per night in AUD including all taxes	Leeward Pavilion	Windward Pavilion	Beach House
1 Adult	\$ 1,780.00 \$ 1,424.00	\$ 2,990.00 \$ 2,392.00	\$ 6,560.00 \$ 5,248.00
2 Adults	\$ 1,780.00 \$ 1,424.00	\$ 2,990.00 \$ 2,392.00	\$ 6,560.00 \$ 5,248.00
3 Adults			\$ 6,560.00 \$ 5,248.00
4 Adults			\$ 6,560.00 \$ 5,248.00

FESTIVE SEASON CLASSIC RATES - (3 night minimum length of stay, must be booked 60+ days in advance)

Travel Validity: 20 December 2025 - 10 January 2026 (inclusive)

Minimum 3 Night Stays Only

Rates are per pavilion, per night in AUD including all taxes	Leeward Pavilion	Windward Pavilion	Beach House
1 Adult	\$ 2,310.00 \$ 1,848.00	\$ 3,890.00 \$ 3,112.00	\$ 8,530.00 \$ 6,824.00
2 Adults	\$ 2,310.00 \$ 1,848.00	\$ 3,890.00 \$ 3,112.00	\$ 8,530.00 \$ 6,824.00
3 Adults			\$ 8,530.00 \$ 6,824.00
4 Adults			\$ 8,530.00 \$ 6,824.00

How to read rates

\$0.00	Recommended Retail Price
\$0.00	Nett Rate
	Option not available

NOTES:

Classic Rates include: daily a la carte breakfast at the Long Pavilion restaurant.

Refer to Schedules 3-5 for Room Inclusions, Accommodation Add-ons, Accommodation Packages, Property Details & Floor Plans.

qualia only caters for guests aged 16 years and over.

Year Round rates - a minimum two (2) night stay applies to bookings on Year Round rates.

A minimum three (3) night stay applies to bookings during Festive Season 20 December 2025 - 10 January 2026 (inclusive)

Festive Season Rates - Classic Rate bookings including the night of 31 December 2025 will be charged the gourmet rate for this night.

Additional minimum night stay restrictions may apply to request bookings over all travel dates.

Guaranteed Pavilion Supplement

All stays: Leeward Pavilion \$300 and Windward Pavilion \$700 per booking per stay

Requests to guarantee a pavilion must be made at time of booking & subject to availability

This guaranteed pavilion supplement is not applicable over festive season - 20 December 2025 – 10 January 2026 (inclusive)

Supplement is commissionable

Blackout Dates:

Hamilton Island Race Week Opening Weekend: 16 & 17 August 2025 (inclusive)

Sole use: 19-21 September 2025 (inclusive)

**** Please note, during the Race Week period of 18-22 August 2025 qualia will operate with reduced services and some communal areas may also be affected. Please contact reservations@qualia.com.au for any questions.**

SCHEDULE 2: ACCOMMODATION RATES
RATE CHART 2025 - 2026
ACCOMMODATION GOURMET RATES

YEAR ROUND GOURMET RATES - - (2 night minimum length of stay, must be booked 60+ days in advance)

Travel Validity: 1 April – 19 December 2025, 11 January - 31 March 2026 (inclusive)

Minimum 2 Night Stays

Rates are per pavilion, per night in AUD including all taxes	Leeward Pavilion	Windward Pavilion	Beach House
1 Adult	\$ 2,180.00 \$ 1,744.00	\$ 3,390.00 \$ 2,712.00	\$ 7,760.00 \$ 6,208.00
2 Adults	\$ 2,380.00 \$ 1,904.00	\$ 3,590.00 \$ 2,872.00	\$ 7,760.00 \$ 6,208.00
3 Adults			\$ 7,760.00 \$ 6,208.00
4 Adults			\$ 7,760.00 \$ 6,208.00

FESTIVE SEASON GOURMET RATES - (3 night minimum length of stay, must be booked 60+ days in advance)

Travel Validity: 20 December 2025 - 10 January 2026 (inclusive)

Minimum 3 Night Stays Only

Rates are per pavilion, per night in AUD including all taxes	Leeward Pavilion	Windward Pavilion	Beach House
1 Adult	\$ 2,710.00 \$ 2,168.00	\$ 4,290.00 \$ 3,432.00	\$ 9,730.00 \$ 7,784.00
2 Adults	\$ 2,910.00 \$ 2,328.00	\$ 4,490.00 \$ 3,592.00	\$ 9,730.00 \$ 7,784.00
3 Adults			\$ 9,730.00 \$ 7,784.00
4 Adults			\$ 9,730.00 \$ 7,784.00

How to read rates

\$0.00	Recommended Retail Price
\$0.00	Nett Rate
	Option not available

NOTES:

Gourmet Rates include: daily a la carte breakfast at the Long Pavilion restaurant and Dinner at either the Long Pavilion restaurant or Pebble Beach restaurant
Refer to Schedules 3-5 for Room Inclusions, Accomodation Add-ons, Accomodation Packages, Property Details & Floor Plans.

qualia only caters for guests aged 16 years and over.

Year Round rates - a minimum two (2) night stay applies to bookings on Year Round rates.

A minimum three (3) night stay applies to bookings during Festive Season 20 December 2025 - 10 January 2026 (inclusive)

Additional minimum night stay restrictions may apply to request bookings over all travel dates.

Guaranteed Pavilion Supplement

All stays: Leeward Pavilion \$300 and Windward Pavilion \$700 per booking per stay

Requests to guarantee a pavillion must be made at time of booking & subject to availability

This guaranteed pavilion supplement is not applicable over festive season - 20 December 2025 – 10 January 2026 (inclusive)

Supplement is commissionable

Blackout Dates:

There are no blackout dates for this period of travel; subject to change

SCHEDULE 4: ACCOMMODATION PACKAGES

RATE CHART 2025 - 2026

COUPLES INDULGENCE

All Packages must be booked 60+ days in advance

Travel Validity: 1 April – 19 December 2025, 11 January - 31 March 2026 (inclusive)

PACKAGE DESCRIPTION

PACKAGE INCLUSIONS

PACKAGE RATES

EXTRA NIGHT PRICING

PACKAGE DETAILS

PRE-BOOKING OF PACKAGE INCLUSIONS

PACKAGE NOTES

Toast your getaway together with Champagne, share an intimate luxury cruise to witness a spectacular Whitsunday sunset and indulge in the ultimate gourmet picnic experience for two on a secluded beach.

From a minimum of 3 Nights accomodation

A la carte breakfast daily at the Long Pavilion restaurant for two adults

A gourmet dinner at Long Pavilion or Pebble Beach restaurant on one evening for two adults

A Sunset Cruise on board qualia's luxurious 45ft cruiser, for two adults

A gourmet picnic & beach drop-off, including a bottle of Champagne for two adults

Refer to Schedule 5 of the Agreement for additional Room Inclusions

Package rates are as follows:

Rates are per pavilion in AUD including all taxes	Leeward Pavilion	Windward Pavilion
2 Adults	\$ 6,247.00 \$ 4,997.60	\$ 9,877.00 \$ 7,901.60

How to read rates

\$0.00	Recommended Sell Rate
\$0.00	Nett Rate

For Extra Night Package Add-On Rates, refer to Schedule 3 - Accommodation Add-Ons

qualia's Signature Sunset Cruise. Take in the magnificent palette of colours as the sun sets on the waters of the Whitsunday horizon on board , qualia’s exclusive vessel. Canapés and beverages are served throughout the cruise.

Gourmet Picnic & Beach Drop Off. Take advantage of one of the many local beaches in the Whitsunday Islands region by boat, qualia hosts will drop you off to a private location, where you will find a gourmet picnic waiting just for you.

Sunset Cruise and Gourmet Picnic inclusions will be automatically pre-booked on behalf of the guest for one of the stay days, and is subject to availability. Any missed or unused package inclusions are non-refundable. Refer to Schedule 6 for further information.

Please note qualia caters to guests aged 16 years and over only.

Refer to the Agreement for full package terms and conditions.

Prices are correct at the time of entering into this Agreement.

Package rates and package savings are subject to change.

Blackout Dates for packages - not available for travel over:

Hamilton Island Race Week: 16 - 23 August 2025 (inclusive)

Sole use: 19-21 September 2025 (inclusive)

Festive Season: 20 December 2025 – 10 January 2026 (inclusive)

SCHEDULE 4: ACCOMMODATION PACKAGES
RATE CHART 2025 - 2026
GOLF GETAWAY

All Packages must be booked 60+ days in advance

Travel Validity: 1 April – 19 December 2025, 11 January - 31 March 2026 (inclusive)

PACKAGE DESCRIPTION

Test your skills on Australia’s only island championship golf course with a round of golf at the Hamilton Island Golf Club on neighbouring Dent Island. Featuring unparalleled views of the Whitsundays and the surrounding Great Barrier Reef, the course has been designed to challenge all levels of golf enthusiasts, from resort guests to professional golfers.

PACKAGE INCLUSIONS

From a minimum of 3 Nights accomodation

A la carte breakfast daily at the Long Pavilion restaurant for two adults

A gourmet dinner at Long Pavilion or Pebble Beach restaurant on one evening for two adults

Two 18-hole rounds of golf (one per adult), including return launch transfers from Hamilton Island and use of a two-seater electric golf buggy on-course

Refer to Schedule 5 of the Agreement for additional Room Inclusions

PACKAGE RATES

Package rates are as follows:

Rates are per pavilion in AUD including all taxes	Leeward Pavilion	Windward Pavilion
2 Adults	\$ 6,062.00 \$ 4,849.60	\$ 9,692.00 \$ 7,753.60

How to read rates

\$0.00	Recommended Sell Rate
\$0.00	Nett Rate

EXTRA NIGHT PRICING

For Extra Night Package Add-On Rates, refer to Schedule 3 - Accommodation Add-Ons

PACKAGE DETAILS

The Hamilton Island Golf Club has some of the most spectacular views and settings of any golf course in the world. Designed by champion golfer Peter Thomson, the Par 71 Hamilton Island Golf Club on neighbouring Dent Island is the only championship island golf course in Australia and the perfect destination for your next Australian golfing holiday. With stunning views of the sparkling Coral Sea, the Clubhouse offers a stylishly relaxed restaurant and bar with a mouth-watering menu – the perfect place for a laid back long lunch, or morning or afternoon snack and refreshing drink.

PRE-BOOKING OF PACKAGE INCLUSIONS

The Golf Tee Time inclusion will be automatically pre-booked on behalf of the guest for one of the stay days, and is subject to availability. Any missed or unused package inclusions are non-refundable. Refer to Schedule 6 for further information.

PACKAGE NOTES

Please note qualia caters to guests aged 16 years and over only.

Refer to the Agreement for full package terms and conditions, including Schedule 6 for important golf information.

Prices are correct at the time of entering into this Agreement.

Package rates and package savings are subject to change.

Blackout Dates for packages - not available for travel over:

Race Week Opening Weekend: 16-17 August 2025 (inclusive)

Sole use: 19-21 September 2025 (inclusive)

Festive Season: 20 December 2025 – 10 January 2026 (inclusive)

** Please note, during the Race Week period of 18-22 August 2025 qualia will operate with reduced services and some communal areas may also be affected. Please contact reservations@qualia.com.au for any questions.

SCHEDULE 4: ACCOMMODATION PACKAGES
RATE CHART 2025 - 2026
HEART ISLAND LUXURY ADVENTURE
All Packages must be booked 60+ days in advance

Travel Validity: 1 April – 19 December 2025, 11 January - 31 March 2026 (inclusive)

PACKAGE DESCRIPTION

Boasting a stunning display of coral formed naturally into the shape of a heart, witnessing Heart Reef firsthand is a truly unforgettable, once-in-a-lifetime experience.

PACKAGE INCLUSIONS

From a minimum of 3 Nights accommodation
A la carte breakfast daily at the Long Pavilion restaurant for two adults
A gourmet dinner at Long Pavilion or Pebble Beach restaurant on one evening for two adults
A full day Journey to the Heart tour by Helicopter for two adults, operated by Hamilton Island Air
Refer to Schedule 5 of the Agreement for additional Room Inclusions

PACKAGE RATES

Package rates are as follows:

Rates are per pavilion in AUD including all taxes	Leeward Pavilion	Windward Pavilion
2 Adults	\$ 8,400.00 \$ 6,720.00	\$ 12,030.00 \$ 9,624.00

How to read rates

\$0.00	Recommended Sell Rate
\$0.00	Nett Rate

EXTRA NIGHT PRICING

For Extra Night Package Add-On Rates, refer to Schedule 3 - Accommodation Add-Ons

PACKAGE DETAILS

Journey to the Heart is an Activity Provider Product operated by Hamilton Island Air. Fly by helicopter to the Heart Island pontoon and take in the breathtaking views of Hardy Reef along the way. Once you have arrived, enjoy a glass bottom boat tour and snorkel around the surrounding lagoons. Each tour can host a maximum of 6 guests, ensuring a truly intimate and uninterrupted experience for all.

PRE-BOOKING OF PACKAGE INCLUSIONS

Full day Journey to the Heart tour inclusion will be automatically pre-booked on behalf of the guest for one of the stay days, and is subject to availability. Any missed or unused package inclusions are non-refundable. Refer to Schedule 6 for further information.

PACKAGE NOTES

A minimum of 2 passengers applies to packages including tours by aircraft.
Refer to Schedule 6 for additional information relating to tours by aircraft, including adult's weight restrictions.
Guests must acknowledge that they are a competent swimmer and are competent in English.
Refer to the Agreement for full package terms and conditions.
Please note qualia caters to guests aged 16 years and over only.
Prices are correct at the time of entering into this Agreement.
Package rates and package savings are subject to change.

Blackout Dates for packages - not available for travel over:
Race Week Opening Weekend: 16-17 August 2025 (inclusive)
Sole use: 19-21 September 2025 (inclusive)
Festive Season: 20 December 2025 – 10 January 2026 (inclusive)

**** Please note, during the Race Week period of 18-22 August 2025 qualia will operate with reduced services and some communal areas may also be affected. Please contact reservations@qualia.com.au for any questions.**

SCHEDULE 4: ACCOMMODATION PACKAGES

RATE CHART 2025 - 2026

SIGNATURE EXPERIENCE

All Packages must be booked 60+ days in advance

Travel Validity: 1 April – 19 December 2025, 11 January - 31 March 2026 (inclusive)

PACKAGE DESCRIPTION

qualia provides the ultimate getaway for those searching for tranquility, luxury and privacy. After settling into your pavilion with a bottle of champagne, the Signature Experience provides you with seven nights, including one complimentary night, to enjoy an indulgent escape.

PACKAGE INCLUSIONS

7 Nights accommodation (includes one complimentary night)
A la carte breakfast daily at the Long Pavilion restaurant for two adults
A gourmet dinner at Long Pavilion or Pebble Beach restaurant on one evening for two adults
A bottle of Champagne for two adults
Refer to Schedule 5 of the Agreement for additional Room Inclusions

PACKAGE RATES

Package rates are as follows:

Rates are per pavilion in AUD including all taxes	Leeward Pavilion	Windward Pavilion
2 Adults	\$ 10,680.00 \$ 8,544.00	\$ 17,940.00 \$ 14,352.00

How to read rates

\$0.00	Recommended Sell Rate
\$0.00	Nett Rate

EXTRA NIGHT PRICING

For Extra Night Package Add-On Rates, refer to Schedule 3 - Accommodation Add-Ons

PACKAGE DETAILS

Signature Experience includes one complimentary night, a complimentary bottle of Champagne on arrival at your pavilion and a complimentary gourmet dinner for two adults on one evening.

PRE-BOOKING OF PACKAGE INCLUSIONS

Any missed or unused package inclusions are non-refundable. Refer to Schedule 6 for further information.

PACKAGE NOTES

Reference must be made to the 'Signature Experience Package' at time of booking
The Signature Experience Package rate cannot be used in conjunction with any other offer or package.
Maximum of one (1) complimentary night per booking.
This package which includes a complimentary night is based on qualia Classic rates only and is not applicable on Gourmet rates.
Refer to the Agreement for full package terms and conditions.
Please note qualia caters to guests aged 16 years and over only.
Prices are correct at the time of entering into this Agreement.
Package rates and package savings are subject to change.

Whole stay must be in same pavillion type

Blackout Dates for packages - not available for travel over:
Race Week Opening Weekend: 16-17 August 2025 (inclusive)
Sole use: 19-21 September 2025 (inclusive)
Festive Season: 20 December 2025 – 10 January 2026 (inclusive)

Additional Blackout for Signature Experience Package include: 18 - 26 April 2025

**** Please note, during the Race Week period of 18-22 August 2025 qualia will operate with reduced services and some communal areas may also be affected. Please contact reservations@qualia.com.au for any questions.**

SCHEDULE 5: PAVILLION INCLUSIONS, ROOM DETAILS, FLOOR PLANS
RATE CHART 2025 - 2026
QUALIA INCLUSIONS

Travel Validity: 1 April 2025 – 31 March 2026 (inclusive)

Compare all Hamilton Island Accommodation online: hamiltonisland.com.au/accommodation/compare-hotels-and-rooms
All Property Details, Room Inclusions & Facilities, and Floor Plans, please refer to our up-to-date links below.

qualia	
Leeward Pavilions	qualia.com.au/luxury-accommodation/leeward-pavilion/
Windward Pavilions	qualia.com.au/luxury-accommodation/windward-pavilion/
Sunset Pavilion	qualia.com.au/luxury-accommodation/sunset-pavilion/
Beach House	qualia.com.au/luxury-accommodation/beach-house/
The Residence	qualia.com.au/luxury-accommodation/the-residence/
qualia Enhancements	qualia.com.au/qualia-enhancements/

NOTES: Arrival / departure details must be provided for transfers to be valid
For more information, please visit our Trade Website: www.qualia.com.au/trade/

Schedule 6

Travel Validity: 1 April 2025 – 31 March 2026 (inclusive)

The Accommodation details and inclusions are as set out in Schedule 2-5 of this agreement. qualia has a strict adults only 16+ age restriction. It is the responsibility of the client to confirm this with the guest prior to booking. Leeward and Windward Pavilions have a maximum occupancy of 2 guests, Beach House has a maximum occupancy of 4 guests. Any additional guests (regardless of age) are not permitted.

All bookings made are subject to these terms and conditions and by making a booking (paying your deposit) you are accepting these Terms and Conditions on behalf of yourself and all persons who will be staying in the accommodation.

Bookings may be subject to additional terms and conditions which are specific to unique packages. Every now and then a variation to these may be applicable to special packages or offers booked. These terms and conditions may relate to items such as payments, deposits and cancellations and you should confirm the exact conditions before booking.

Once you have made your booking, make sure to check the Room or Package inclusions on your Booking Confirmation email to be certain of the specific details that apply to your unique booking.

Hamilton Island reserves the right to modify or supplement at any time all or part of these Terms and Conditions. In this case a new version of the General Terms and Conditions will be available on the site with the effective date. Guests are advised to regularly consult the General Terms and Conditions to be aware of any changes.

1 Hamilton Island Minimum Age Requirement

All persons under the age of 18 must be accompanied by a responsible adult such as a parent, step-parent, guardian who has parental rights and responsibilities for the under 18 year old person. If a person is found to be under the age of 18 and is not accompanied by a responsible adult, Hamilton Island Enterprises Limited (HIE) may cancel the person's booking and ask them to leave the island immediately, with the full booking amount being forfeited to HIE under this condition.

qualia accepts guests over the age of 16 only. Failure to comply with this policy will result in guests being relocated to the Reef View Hotel with nil refund provided.

2 Accommodation Packages

Due to high demand of tours and activities, packaged items are automatically booked on behalf of the Guest. Contact our qualia Guest Services team on the details provided for confirmed booking dates and times of inclusions, or to amend booking dates and times of inclusions. Refer to Schedule 4 for specific package inclusions and their relevant pre-booking procedures. Any missed or unused package inclusions are non-refundable. All package inclusions are subject to availability.

3 Other Activity Providers

Any packaged item separately identified as being provided by an Activity Provider is a product provided by a business separate to the resort operator, HIE. HIE excludes all liability for any loss or damage that may arise in connection with services, activities or facilities owned or operated by an Activity Provider, and for information supplied regarding any of those services, activities or facilities.

4 Hamilton Island Airport/Marina Transfers to qualia Accommodation

Accommodation rates quoted are inclusive of return Hamilton Island Airport/Marina to hotel transfers, provided that Estimated Time of Arrival (ETA) and Estimated Time of Departure (ETD) are advised in advance to qualia Reservations. Failure to provide these details could result in the forfeit of a transfer.

Where accommodation information is issued to the guest, the paperwork must include the following: "Please email qualia Reservations at least 14 days prior to arrival at reservations@qualia.com.au to advise arrival, departure and personal contact details in order to confirm your VIP return transfers from Hamilton Island Airport/Marina to qualia accommodation".

5 Arrival Details

For any persons arriving to stay overnight on Hamilton Island, we need your Arrival Details as soon as you have them so that we can do our best to have your room ready on time. We will email you closer to your holiday to obtain these details or you can email us on reservations@qualia.com.au.

6 Check-in / Check-out

Check-in is 2.00pm. Check-out is 11.00am.

We recommend you pack a change of clothes, swimmers, book, sunscreen and sunglasses in your hand luggage so that you can enjoy some pool or beach-time while you wait for your room to be ready.

7 qualia Golf Buggy Policy

All guests will be granted access to a private electric golf buggy on arrival by presenting a full and valid driver's licence that complies with Australian standards. Learner or Provisional driver's licenses are not accepted. A credit card is required for security in case of damages. No insurance is available and the registered operator is responsible for any damages. Your buggy and keys must be returned along with your room key on check-out.

8 Spa qualia

Situated in the centre of qualia resort, the award-winning Spa qualia offers a selection of treatments. Spa qualia is open 9.00am – 7.00pm, 7 days a week. Opening times are subject to change. Spa qualia does not cater for non-qualia guests. Pre-bookings are essential, call the Spa directly on +617 4948 9484. For more information please visit <https://www.qualia.com.au/about-qualia/resort-precincts/spa-qualia>

SCHEDULE 6: BOOKINGS CONDITIONS

9 Golf Information

The following applies to any golf booking at Hamilton Island Golf Club

a) Inclusions

- i. Return ferry launch transfers from Hamilton Island Marina to Dent Island. Guest must arrive on Dent Island at least 20 minutes prior to the tee off time. Ferry transfers depart Hamilton Island Marina on the hour, every hour.
- ii. The use of a 2-seater electric golf buggy whilst on-course. A full driver's license will be required to drive the golf buggy. Note: One (1) buggy will be allocated between two (2) players.

b) Ferry Launch Transfer Times

Please take into consideration that at least five (5) hours is required to complete an 18-hole round of golf, and keep this in mind when arranging flights/ferry transfers to and from the island.

c) Golf Shoe/Club Hire

These can be hired from the Pro Shop at the Hamilton Island Golf Club. This can be arranged on arrival at the Hamilton Island Golf Club or prior to guests arrival by contacting the Golf Club directly via email golf@hamiltonisland.com.au or call the Pro Shop on +61 7 4948 9760.

d) Dress Regulations

Strict dress regulations apply at the Hamilton Island Golf Club. Visit www.hamiltonislandgolfclub.com.au for detailed dress regulations. The Hamilton Island Golf Club reserves the right to decide what is appropriate attire at all times.

10 Golf Add-On Bookings

a) Golf Add-on rates can only be booked in conjunction with a minimum of two (2) nights qualia accommodation and are subject to availability.

b) To book a Golf Add-on, contact Hamilton Island Reservations at trade@hamiltonisland.com.au and specify: number of additional rounds required, number of players per round, preferred date, preferred tee off times, shoe hire requirements, golf clubs hire requirements (including left/right clubs).

c) Tee off date and time will be advised upon confirmation of booking

d) Golf Add on Cancellation Policy

The following cancellation conditions apply to golf add-on bookings that are not booked in conjunction with an existing Hamilton Island golf package.

- i. Notice of any cancellation or amendment must be provided in writing to Hamilton Island Holidays.
- ii. Cancellations received outside of 48 hours prior to tee off time will not incur a cancellation fee.
- iii. Cancellations received within 48-12 hours prior to tee off time will be subject to a cancellation fee of 50% of the total booking value at the contracted rate, or transfer to another tee time.
- iv. Cancellations received within 12 hours of the tee off time, 'No Shows' and or 'Early Departures' will be subject to a cancellation fee of 100% of the total booking value at the contracted rate, or transfer to another tee time.

11 Non-smoking Policy

Please note all pavilions at qualia are completely non-smoking, including balconies. Smoking is permitted in the designated smoking areas at Pebble Beach and Long Pavilion

12 Packages Including Tours by Aircraft

As set out by the Activity Provider, the following applies to all package bookings which include tours by aircraft (as an Activity Provider Product)

- a) For legal and safety reasons all passengers are weighed prior to boarding – individual weights in excess of 110kg will incur an extra seat surcharge. Combined body weights per two passenger bookings in excess of 180 kgs will incur an extra seat surcharge. Maximum per seat weight is 130 kgs. Individuals cannot purchase a 2nd seat if their weight exceeds 130kgs
- b) A minimum of two (2) passengers applies to packages including tours by aircraft
- c) Flight availability is subject to weather conditions

13 Special Events

The following special events will take place during the 2025/2026 contract year:

Date	Event
Friday, 31 January 2025	Chinese New Year
Friday, 25 April 2025	ANZAC Day Dawn Service
Sunday, 4 May 2025	Hamilton Island Hilly Half Marathon
Sunday, 22 June 2025	Great Whitehaven Beach Run
16 - 23 August 2025	Hamilton Island Race Week
Saturday, 15 November 2025	Hamilton Island Triathlon
Sunday, 16 November 2025	Hamilton Island Ocean Swim
Wednesday, 24 December 2025	Carols by Candlelight
Wednesday, 31 December 2025	New Year's Eve

These events create a festive atmosphere on the island, however, there may be reduced access to certain areas and facilities during this time (for example limited availability in restaurants). We recommend you advise guests if their stays coincides with these events.

** Please note, during the Race Week period of 18-22 August 2025 qualia will operate with reduced services and some communal areas may also be affected. Please contact reservations@qualia.com.au for any questions.

SCHEDULE 6: BOOKINGS CONDITIONS

14 Purchases On Hamilton Island

Hamilton Island is a cashless environment, and we are unable to accept cash at any of our outlets.

Cash deposits and withdrawals can be made using the Bank@Post service at the Australia Post office on Front Street, where cash can also be exchanged for pre-paid or top-up Mastercards.

A 1.25% surcharge applies for all 'credit' and 'tap and go' transactions made on the island via credit or debit card.

Fee free card payments can be made via EFTPOS by inserting your card and selecting a cheque and/or savings account at the terminal.

15 Credit Card Charges in Settlement of Incidental Charges

Fees are applicable when using a credit card to pay for any incidentals upon check out.

Credit card fees apply and are subject to change.

There is no fee for guests choosing to pay by EFTPOS upon departure. Hamilton Island has EFTPOS facilities are available at reception.

16 Travel Insurance

HIE strongly recommend all guests travelling to qualia take out travel insurance including but not limited to personal liability, personal accident, medical expenses, transit, accommodation, lost baggage and cancellation charges as a result of scheduled or connecting transport cancellation, delays or diversions. Please ensure that you read the relevant product disclosure statement before confirming any policy.

17 Security Deposits

- a) You must provide a credit card for pre-authorisation or imprint when you check-in.
- b) This authorisation may be used to cover incidental items including but not limited to telephone charges, security bond or deposit for any breakages or damage incurred during your stay or cleaning charges in excess of the normal level of cleaning.
- c) The pre-authorisation process validates your credit card, and protects both the cardholder and merchant from increasing fraud incidents.
- d) The pre-authorized amount is set aside by the card issuer for a period of up to 14 days from the date of pre-authorisation and the pre-authorisation will affect your available funds balance or spending limit. For more information on this practice please contact your card issuer.
- e) Once a pre-authorisation has been made, HIE cannot release, remove or lower the authorised amount, until we process the final account on departure. This is a restriction imposed by the card issuer, and cannot be negotiated.
- f) Where a credit card is not available a minimum \$200.00 cash deposit will be required on check-in. (The actual amount required may be higher at some Participating Properties)

18 Third Party Promotions and Prizing

Hamilton Island room nights cannot be purchased for the purpose of third party promotions and prizing.

19 Third Party Products and Services

- a) Third party products or services, eg. airfares, are sometimes sold together with accommodation provided by HIE. In such circumstances the third party is entirely responsible for supplying the products or services to you and any involvement HIE has in facilitating your booking with the third party is as the third party's agent. HIE is in no way the supplier of the products and services and to the extent permitted by law HIE is not liable for any failure by the third party to provide the products or services, nor for any act, error, omission, default or negligence of the third party
- b) All third party coupons, vouchers, receipts and tickets are issued subject to the terms and conditions specified by those third parties
- c) HIE does not warrant the accuracy of any information, statements or representations made by third parties.

20 Promotional Misprints

Hamilton Island Enterprises Limited (HIE) endeavours to ensure that all prices listed on their website are accurate and up-to-date. If we discover an error in the price of any offer you have booked, we will inform you as soon as possible and give you the option of cancelling it, or reconfirming the booking at the correct price (in the case of a price error). If we are unable to contact you, the booking will be treated as cancelled and if you have already paid you will receive a full refund.

21 Release, Indemnity and Proportionate Liability

- a) To the extent permitted by the law, you agree to release, indemnify and hold harmless, HIE and its current and former officers, employees, contractors, sub-contractors/consultants (including their respective employees and contractors) and agents against, from and in respect of all expenses, costs, liabilities, claims, actions, proceedings, damages, judgments and losses of any kind whatsoever (including but not limited to consequential and economic losses, property loss/damage and damages for injury, including personal injury and death) arising out of, caused by, attributable to or resulting from your booking or your stay at the relevant Participating Property except to the extent such expense, cost, liability, claim, action, proceeding, damage, judgement or loss arose out of, was caused by, attributable to or resulted from HIE's negligence, wrongful act/omission or breach of these terms and conditions
- b) To the extent permitted by law the aggregate of HIE's liability to you is limited to an amount not exceeding the amount paid by you for your booking.
- c) Each indemnity in these terms and conditions is a continuing and independent obligation and survives the termination or expiry of these terms and conditions.

22 Consumer Law

- a) To the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied or conferred by statute, custom or the general law that impose any liability or obligation on HIE are excluded under these Terms and Conditions
- b) Nothing contained in these Terms and Conditions excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law or under any international consumer protection legislation,
 - i. In the case of services, supplying the services again or payment of the cost of having the services supplied again; and
 - ii. In the case of goods, replacing the goods, supplying equivalent goods or repairing the goods, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.

SCHEDULE 6: BOOKINGS CONDITIONS

23 Events Beyond Control

- a) HIE is not responsible for any loss arising out of any occurrences or conditions beyond its control, including but not limited to acts of terrorism, act of God, defects in vehicles, war, strikes, theft, delay, cancellation, civil disorder, disaster, Government regulations or changes in itinerary or schedule
- b) All travel documents, observance of laws and government regulations are your responsibility.

24 Use of Information

- a) You consent and authorise HIE to collect, use and disclose your personal information for the purposes of administering your booking and providing you with any services associated with your booking
- b) You consent to information which you have provided to HIE as part of your booking being used by HIE, any of their related bodies corporate for the purpose of informing you about offers and promotions which relate HIE, HIE's related bodies corporate
- c) HIE will not provide or disclose any information you have provided to HIE or the relevant Participating Property to any person other than a related body corporate without your prior written consent
- d) Upon request by you and to the extent permitted or required by law, HIE will provide you with access to and/or the ability to correct your personal information however only the person who made the booking will be entitled to access and/or correct personal information pertaining to that booking
- e) For more information, please refer to the Privacy Policy on our Website.

25 General

- a) The Terms and Conditions are governed by and will be construed in accordance with the laws of the State of Queensland, Australia
- b) If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable then it will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible, it will be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue to have full force and effect.

26 Privacy Policy

At various times Hamilton Island may collect personal information about you and or persons accompanying you during your stay at Hamilton Island. Hamilton Island handles all personal information in accordance with its privacy policy and applicable privacy laws. Hamilton Island Enterprises privacy policy is available at <https://www.hamiltonisland.com.au/privacy-policy>.

30. Contact Details

SALES & MARKETING

Address: Level 3, 100 Pacific Highway St Leonards NSW 2065 Australia
Phone: + 61 2 9433 3333
Facsimile: + 61 2 9433 0488
Website: www.hamiltonisland.com.au
Trade Website: www.hamiltonisland.com.au/trade
Email: sales@hamiltonisland.com.au

Qualia Reservations

Email is the preferred method of correspondence, as it will allow our reservations team to respond to your request in a more efficient manner.

Address: Level 3, 100 Pacific Highway St Leonards NSW 2065 Australia
Phone: 137 333 – Press option # 2 for trade bookings then #2 for qualia (within Australia)
+ 61 2 9433 0444 – International calls
Facsimile: + 61 2 9433 0499
Email: reservations@qualia.com.au
groups@hamiltonisland.com.au

ACCOUNTS RECEIVABLE

Address: Level 3, 100 Pacific Highway St Leonards NSW 2065 Australia
Phone: + 61 2 9433 0453
Facsimile: + 61 2 9433 0492
Email: accountsreceivable@hamiltonisland.com.au

QUALIA GUEST SERVICES

Address: 20 Whitsunday Boulevard
Hamilton Island, QLD 4803
Australia
Phone: + 61 7 4948 9222
Facsimile: + 61 7 4948 9532
Email: guestservices@qualia.com.au

Please update your records with the above information and do not hesitate to contact us should you require further assistance.

ACCEPTANCE OF RATES AND TERMS & CONDITIONS

Acceptance is hereby given for the entire contents of this agreement.

For and on behalf of the Client

Name: _____
Position: _____
Company: _____
Date: _____

Simon Bernardi

simon@aabh.com.au

Signature: _____

Executed by HAMILTON ISLAND ENTERPRISES LIMITED
ACN 009946909
In accordance with section 127 of the Corporations Act 2001:

Director 

Signature of Director
Name of Director: Peter Brulisauer

Company Secretary


Signature of Company Secretary
Name of Company Secretary: Michelle Turner White