



Trade Partner Booking Terms and Conditions.

Season 2026_27.

Australian Tourist Park Management (ABN 85 061 270 513) incorporating:

Angourie Resort

Turtle Sands

(collectively and separately, **NRMA**)

Property Information:

Refer to Appendix A for individual property information, contracted room types, trade rate tier and special information.

Bank Account:

Remittance advice email:	Parks.CorporateCustomers@nrmaparks.com.au
Bank:	ANZ
BSB:	012 432
Account:	838673524
Account Name:	Australian Tourist Park

1. Definitions

In these Terms and Conditions:

Confidential Information means all confidential information of the other party and the other party's group including this agreement, trade secrets, confidential know how, Trade Partner lists, supplier lists, price lists, information about the other party's affairs, tenders and proposals to prospective Trade Partners, prospective Trade Partner lists, information about products and services in development, business plans, marketing plans and computer software owned by or used by the other party or the other party's group.

Data Protection Legislation means:

- a) the Privacy Act 1988 (Cth) and any ancillary rules, guidelines, orders, directions, directives, codes of conduct or other instruments made or issued under it, as amended from time to time;
- b) the Australian Privacy Principles contained in schedule 1 of the Privacy Act 1988 (Cth); and
- c) all other laws, regulations, registered privacy codes, privacy policies and contractual terms applicable in the jurisdiction where any services under this document are being provided that relate to the processing of personal information.

Guest means an individual staying in a Room or participating in a tour booked by the Trade Partner.

GST has the meaning given to that term in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Group Accommodation Booking means a booking at a Park or Resort with a minimum of six (6) fully paid Rooms.

Hotel means a hotel, lodge, resort or park operated by NRMA.

Intellectual Property means:

- a) all copyright, trade mark rights, patent rights, design rights or any other intellectual property, including software, records, documents, specifications, plans, program listings, calculations or drawings;
- b) any advertising and promotional materials; or
- c) any Confidential Information and/or any trade secrets, know-how, customer lists, pricing, policies, operating methods and processes, research projects or other information normally considered to be trade secrets or confidential information of the other party.

Personal Information has the meaning given to that term in the Privacy Act 1988 (Cth).

Rate means the discounted rate applicable to your Trade Partner Tier at each Park or Resort.

Room means any category of accommodation booked at a NRMA property, including but not limited to; hotel rooms, cottages, cabins, villas, apartments, safari tents or glamtainers. Sites, powered sites and ensuite sites are excluded.

Terms and Conditions means these Terms and Conditions.

Trade Partner means you.



Trade Partner Tier means the level of discount applied to your bookings made under these Terms and Conditions.

2. Term

2.1. These Terms and Conditions become effective upon a Trade Partner making a booking with their applicable Rate, and supersedes all previous offers, proposals and agreements in relation to the provision of NRMA services.

3. Rates and Charges

3.1. The quoted Rates are valid for the period: 1 April 2026 to 30 March 2027.

3.2. All Rates are quoted in Australian dollars and are net commissions.

3.3. Rates are subject to availability and are not guaranteed until you have received confirmation from the Hotel.

3.4. Quotes are valid for 7 days from date of issue.

3.5. Rates are only applicable for reservations made directly with the Hotel. Trade rates are not available via third party booking websites.

3.6. Rates are subject to availability and only limited allocations of product, and product types are offered at commissionable rate, until sold out.

3.7. Subject to availability and only limited allocations of product, and product types are offered on sale or promotional rate, until sold out.

3.8. Sites, powered sites and ensuite sites are excluded.

4. Trade Partner Tier

4.1. **NRMA offers 4 levels of Trade Partner Rate Tiers:**

Rate Tier Name	Discount %	Room Nights
TD1	20%	> 500
TD2	17.50%	101 - 500
TD3	15%	51 - 100
TD4	12.50%	< 50

4.2. The Trade Partner acknowledges that their Trade Partner Tier is valid for the period specified in clause 3.1.

4.3. In the event that a Trade Partner is performing at a level that may make the Trade Partner eligible to be moved up a Trade Partner Tier, NRMA will review performance on a quarterly basis.

4.4. NRMA reserves the right to vary the Trade Partner Tier based on actual bookings made during the period and NRMA will review all Trade Partner Tier's on an annual basis.

5. GST and Service Charges

- 5.1. Unless otherwise indicated, all Rates are quoted inclusive of GST.
- 5.2. NRMA reserves the right to adjust the Rates in the event of any alteration to Federal, State or Local Government taxes relating to service charges, rooms tax or bed tax or taxes on any products and/or services offered by the Hotel.
- 5.3. A credit card surcharge will be applied to all credit card purchases including pre-payment for accommodation and payment of invoices. The credit card surcharge applicable to each Hotel is listed on pages 2 -5 of this document.

6. Advertising

- 6.1. Where applicable the Trade Partner must feature the Hotel in all tour program advertising and any relevant brochures whether digital, printed or otherwise.
- 6.2. The Trade Partner must use the materials and information supplied to them by NRMA.
- 6.3. Where the Hotel will be featured in your advertising or brochures, a sample copy must be provided to NRMA at least 7 days prior to publishing for approval, such approval will not be unreasonably withheld.

7. Group Booking complimentary inclusions

- 7.1. The following complimentary inclusions will be made available to Group Bookings:
 - a One complimentary room will be provided for Hotel bookings for every ten (10) rooms booked (including rooms booked for coach captains and tour guides) per night up to a maximum of 2 rooms per booking. The complimentary room will be of the lowest category room available for the booking dates.
 - b One complimentary meal is provided for every 10 paid meals where all members of a group dine together, up to a maximum of 2 complimentary group meals per group per meal period.

8. FIT Accommodation cancellation policy

- 8.1. The following charges apply to cancelled Hotel bookings:
 - a For Hotel bookings cancelled more than 31 days in advance of arrival – nil;
 - b For Hotel bookings cancelled less than 31 days in advance of arrival – charged in full.

9. Group release and cancellation policy

9.1. Group Accommodation:

- a 100% release is permitted outside of 61 days prior to arrival
- b Preliminary rooming list is required at 60 days prior to arrival with update of expected numbers
- c A 50% decrease is permitted between 60 days to 45 days prior to arrival date
- d Final rooming list is required at 45 days prior to arrival
- e Reductions greater than the above permitted amounts will incur the full retail value of accommodation booked

9.2. Group Food & Beverage and Group Activities:

- a 100% release is permitted outside of 61 days prior to arrival
- b An update of expected attendee numbers is required at 60 days prior to arrival
- c A 50% decrease is permitted between 60 days to 45 days prior to arrival date
- d Final attendee numbers are due at 45 days prior to arrival
- e Reductions greater than the above permitted amounts will incur the full retail value of the booking

9.3. Final Group Details:

- a Final group details must be confirmed no later than 30 days prior to the Arrival Date to allow time for preparation and ordering. Final details that are not received 30 days prior to the arrival date will be subject to availability and NRMA's discretion. Final group details must include the following:
 - rooming lists and special requirements;
 - arrival and departure times, bus movement schedules, agendas, menu selections and activities; and
 - allergy requirements, noting:
 - that dietary preferences such as paleo and low fat cannot be accommodated; and
 - While all efforts are made, NRMA is unable to guarantee a nut-free environment

9.4. No Show of the Group accommodation rooms will be charged at full rate.

10. Payment Terms

10.1. Credit Accounts:

- a Subject to approval of the NRMA Finance Manager, NRMA may extend a 30 day credit term to the Trade Partner.
- b NRMA's terms of payment are strictly that the amount shown on the invoice must be paid and received by NRMA within 30 days from the date of the invoice. NRMA reserves the right to withdraw credit facilities at any time in its sole discretion and any queries in relation to the NRMA invoice must be made within the time that payment is due.
- c NRMA reserves the right to refuse any new bookings on the credit basis until all outstanding accounts are settled.

10.2. Pre-Paid Agent Accounts:

- a Full payment is required 30 days prior to each Hotel booking.
- b Proof of payment should be sent to Parks.CorporateCustomers@nrmaparks.com.au
- c If full payment has not been received 30 day prior to the booking the booking may be subject to cancellation.

11. Tax Invoices

- 11.1. Upon departure of each client or group booked by the Trade Partner, the Hotel will submit to the Trade Partner an invoice, detailing the charges incurred as specified on the Tour Partner's booking voucher.
- 11.2. In view of the confidentiality of the Rates the Trade Partner agrees to accept the invoice without acknowledgments from the client or group.

12. Insurance

- 12.1. During the Term, NRMA shall maintain the following insurance policies with reputable insurers at its own cost:
 - a public liability insurance for at least \$20 million in the aggregate; and
 - b worker's compensation insurance as required by law.
- 12.2. The Trade Partner must ensure that the Guests do not do anything that could:
 - a cause any insurance coverage of NRMA to be reduced or cancelled;
 - b permit any insurer to deny a claim;
 - c affect any rights of NRMA under its insurances; or
 - d increase any premium payable by NRMA in connection with the NRMA Insurances.
- 12.3. The Trade Partner must:
 - a take out its own public liability insurance and property insurance in the amount of at least \$10 million for all items belonging to the Guests for the duration of the booking (Group Insurance Policy);
 - b provide a copy of the certificate of currency for the Group Insurance Policy to NRMA; and
 - c NRMA must be named as an interested party on the Group Insurance Policy or the Trade Partner must otherwise demonstrate that NRMA will be covered under the Group Insurance Policy for vicarious liability.

13. Variation and Assignment

- 13.1. You must inform NRMA of any change to your management or control at least thirty (30) days prior to the effective date, NRMA reserves the right to cancel the Trade Partner



Tier and withdraw the Rates following any change to a Trade Partners management or control.

- 13.2. These Terms and Conditions may be varied or replaced by NRMA from time-to-time by providing you at least 30 days' notice of any changes in writing, but only if the change is necessary to reflect any business, brand or operational changes to NRMA's supply of Trade Partner Bookings.

14. Termination by NRMA

- 14.1. NRMA may terminate these Terms and the provision of any Services immediately by giving the Trade Partner notice in writing:
- a if the Trade Partner is in material breach of these Terms and, where capable of remedy, has failed to remedy such breach within seven Business Days of being advised in writing of such breach by NRMA; or
 - b if the Trade Partner suffers an Insolvency Event.
- 14.2. NRMA may terminate these Terms and the provision of any Services at any time by giving the Trade Partner at least 30 days' prior written notice, provided that NRMA honours bookings made prior to termination or otherwise refunds any Fees paid relating to the period after termination.

15. NRMA Group

- 15.1. The parties acknowledge and agree that:
- a the NRMA enters into these Terms and Conditions on its own behalf and as agent for and on behalf of its Group; and
 - b the provisions of these Terms and Conditions may be enforced by NRMA on behalf of and for the benefit of its Group and NRMA will be entitled to recover damages any member of its Group has suffered on behalf of that Group member.
- 15.2. In this clause, the following definitions apply:
- a Group means, in relation to a party, that party and its Related Bodies Corporate.
 - b Related Bodies Corporate has the same meaning as under the Corporations Act 2001 (Cth).

16. Intellectual Property

- 16.1. Neither party may incorporate the name, logo, trade mark or other Intellectual Property of the other in any manner, except as or with the approval of the other party.

- 16.2. The Trade Partner warrants that it will not act in any manner which may harm or affect NRMA's name, logo, trade mark or branding or in any way diminish or adversely impact on NRMA's goodwill or reputation.

17. Confidentiality

17.1. Confidentiality

Subject only to clause 14.2, each party acknowledges that in relation to the Confidential Information of the other party, it must:

- a use solely for the purposes of the provision of bookings;
- b keep strictly confidential;
- c treat as secret and confidential;
- d not copy or disclose to any person without the prior written consent of the other party; and
- e maintain secure custody of,
- f all such Confidential Information.

17.2. Disclosure of Confidential Information

A party ("Recipient") must not disclose the other party's ("Discloser") Confidential Information to any person except:

- a with the consent of the Discloser; or
- b if the Recipient is required to do so by law or by a lawful requirement of any Government Agency having authority over the Recipient or by a stock exchange; or
- c if the Recipient is required to do so in connection with legal proceedings relating to this agreement or other agreement between the parties.

- 17.3. For the avoidance of any doubt, the Trade Partner will breach this confidentiality clause by disclosing to any person the Rates.

18. Force Majeure

- 18.1. Neither party will be liable for any failure to carry out any provision of these Terms and Conditions (except for any obligation with respect to payment) if the failure was caused by circumstances beyond its reasonable control including (but not limited to) acts of God, fire, accident, interruptions to energy supplied, pandemic, strike, riot, civil commotion or war (whether declared or not). If a party's performance of its obligations under this Terms and Conditions is affected by an event contemplated by this clause that party will use its best endeavours to promptly restore itself to a position where it can perform its obligations.

19. Liability

- 19.1. Except as required by law, neither party shall be liable for any consequential loss (including any loss of profit, loss of opportunity or disrupted travel plans) arising from this Terms and Conditions or the relationship established by it except as expressly specified in this Terms and Conditions.
- 19.2. Where any consumer guarantees apply under the Australian Consumer Law, liability of NRMA in relation to such consumer guarantees will be limited to the cost of the resupply of any affected services. This Terms and Conditions does not otherwise affect any rights you may have under the Australian Consumer Law.
- 19.3. NRMA will not be held liable for any loss suffered by guests while under transit or under the supervision of the Trade Partner and the Trade Partner hereby indemnifies NRMA accordingly.

20. Data

- 20.1. The Trade Partner acknowledges that, and must ensure that its Guests acknowledge that, NRMA may collect data resulting from or in connection with the Services (Data).
- 20.2. The Trade Partner grants, and must ensure that the Guests grant, to NRMA a non-exclusive, royalty-free, non-transferable right to access and use the Data:
- a in connection with the performance of this document;
 - b for internal business purposes; and
 - c for storage purposes,
 - d on an anonymised and de-identified basis for the purpose of improving or expanding its services and other offerings.