



**2026/27 TRADE PARTNER NETT RATE
DIRECT AGREEMENT By and between
Aldesta Hotels (Australia) Pty Ltd and Trade Partner**

This Agreement ("Agreement") is made and entered into on 01 April 2026 (the "Effective Date") by and between the Trade Partner (the "Trade Partner") and Aldesta Hotels (Australia) Pty Ltd ("AHA") and outlines the nett rates, terms and conditions upon which the Trade Partner may package and sell guest rooms, packages, transfers and touring at Heron Island Resort ("Resort"). This Agreement is applicable to all individual FIT/charter reservations and group bookings made by the Trade Partner. This Agreement outlines High Season ("High Season") which is defined as periods of 3 April 2026 - 6 April 2026, and 14 December 2026 - 21 January 2027 inclusive.

1. RATES

- 1.1** Trade partner rates are from 01 April 2026 - 31 March 2027. All nett rates quoted are subject to change with or without notice.
- 1.2** Refer to **Schedule A** for the applicable Heron Island Rate Sheet. Any imposed rate increases will be communicated by AHA to the Trade Partner and are the sole responsibility of the Trade Partner and/or its client.
- 1.3** All nett rates are quoted in and are payable in Australian dollars and inclusive of 10% GST.

2. BOOKING PROCEDURES & OPTIONS

2.1 Contact Details

Phoning within Australia: toll-free phone number: 1800 875 343
Phoning within North America: toll-free phone number: 855 251 8261
Local North America: phone number: 855 251 8261
Phoning from outside Australia/North America: phone number: +1 855 251 8261
Email: heronisland@aldestareservations.com

2.2 AHA Payment Details

BANK TRANSFER DETAILS

Bank Account Name	Aldesta Heron Island Pty Ltd
Bank Name	Westpac
Branch Location	150 Collins Street Melbourne 3000
BSB Number	033 157
Account Number	577888
Swift Code	HKBAU2S
ABN	51137854721

N.B.: When making a bank transfer, please use the booking number and surname as the reference, and then email us the remittance. Email: accounts@heronisland.com



3. FIT BOOKING POLICY

3.1 CONDITIONS

Each reservation must include the name of guest, telephone and/or email contact details, arrival and departure dates, number of adults & children, age of children, room category, applicable NETT Rate and the name of rate promotion if applicable. No rooms will be held under a group name to be advised (TBA).

- 3.2** Arrival/departure details must be supplied to AHA no later than 14 days prior to arrival (or supplied at time of booking if inside 14 days of travel).

4. FIT PAYMENT POLICY

4.1 AGENTS WITHOUT CREDIT

- 4.1.1** Credit card is required at time of booking to secure the reservation.
- 4.1.2** If a credit card cannot be provided as required by clause 4.1.1, full pre-payment is required within 7 days of booking confirmation.
- 4.1.3** If credit card is provided to secure the reservation, there are two options for payment:
- 4.1.3.1** 'Year Round' Option 1: Nett invoice is issued at time of booking for pre-payment at least 30 days prior to arrival. If guests are arriving within 30 days, full payment is required immediately; or
 - 4.1.3.2** 'Year Round' Option 2: Guest credit card is supplied and full gross payment is made directly by guests upon checkout. The agent is required to issue a tax invoice for commission payable following guest departure.
 - 4.1.3.3** 'High Season' Option 1: Nett invoice is issued at time of booking for pre-payment no later than 30 days from booking confirmation. If guests are arriving within 30 days, full payment is required immediately.
 - 4.1.3.4** 'High Season' Option 2: Guest credit card is supplied and a 50% gross deposit of confirmed accommodation amount will be charged to the card within 7 days of booking. The balance for accommodation will be charged 30 days prior to arrival. If guests are arriving within 30 days, full payment is required immediately.
- 4.1.4** If clause 4.1.3.2 is opted for but not complied with, Heron Island may charge the credit card used to secure the reservation.

4.2 AGENTS WITH CREDIT

No deposit or prepayment is required.

5. FIT CANCELLATION POLICY- YEAR ROUND EXCLUDING HIGH SEASON

5.1 NO CANCELLATION FEE APPLIES

More than 7 days prior to arrival: no Heron Island cancellation fees apply.

5.2 CANCELLATION FEE APPLIES

- 5.2.1** 7 days or less prior to arrival: full cancellation fees apply of full contracted rate per confirmed room per night cancellation fee (per room cancelled) applies, based on original booked dates
- 5.2.2** In addition to Heron Island Terms & Conditions, third party operator terms and conditions may apply to a booking made by the Heron Island Reservations and are available upon request.



6. FIT CANCELLATION POLICY – DURING HIGH SEASON

6.1 CANCELLATION FEE APPLIES

- 6.1.1** 31 days prior to arrival during High Season: no cancellation fees apply.
- 6.1.2** Within 30 days of arrival during High Season: full cancellation fees apply of full contracted rate per confirmed room per night, meals, pre-booked transfers and Heron Island day tours.

7. GROUP BOOKING POLICY

7.1 GROUP BOOKINGS

- 7.1.1** Bookings of 10 rooms or more, or bookings accompanied by a tour leader (irrespective of the number of rooms).
- 7.1.2** All Group Booking requests must be advised in writing to the Heron Island Event Coordinator.
- 7.1.3** Once a Group booking has been confirmed, a separate Group contract will apply and will be issued for each Group booking

7.2 WEDDINGS, CONFERENCE & INCENTIVE GROUPS

- 7.2.1** Once a Wedding booking has been confirmed, a separate Wedding contract will apply and will be issued for each Wedding booking
- 7.2.2** When a group requires meeting room facilities or special event or dining requirements, it may be considered a Conference and Incentive Group and a separate Conference and Incentive contract will apply.
- 7.2.3** All Wedding, Conference and Incentive Group requests should be made to Heron Island Event Coordinator.

7.3 SPECIAL CONDITIONS FOR BOOKING THE RESORT FOR EXCLUSIVE USE

- 7.3.1** When a booking request is for more than 85% of an individual Resort's total room inventory, the Resort must be booked in its entirety (i.e. on an exclusive use basis).
- 7.3.2** When the Resort is booked on an exclusive use basis, separate terms and conditions apply, which are available at time of request.
- 7.3.3** Minimum 2 night stay applies to all exclusive use bookings.

8. OPERATING TERMS AND CONDITIONS

- 8.1** Minimum length of stay restrictions may apply during the year and may vary from time-to-time at the discretion of the Resort.
- 8.2** A "Child" is defined as being 12 years' of age or under. A child will incur additional room charges if they are in addition to the 2 guests included in the room rate. An extra charge will be applied for additional rollaway beds. Unless stipulated otherwise in the booking, additional charges apply for some meals.
- 8.3** A surcharge applies to all credit card payments.
- 8.4** Any images or printed copy describing the Resort must have AHA approval prior to printing. It is the responsibility of the Trade Partner to provide an accurate description of the Resorts services and facilities.
- 8.5** A signed contract must be on file in order for the rates and allotments to be valid. The rates contained herein are applicable for FIT/charter bookings and group bookings only.



- 8.6** If a rate reduction special is provided to the Trade Partner with proper voucher/manifest verbiage, all vouchers and manifests must state the applicable verbiage. Any voucher submitted to Heron Island which does not denote the applicable verbiage or written confirmation will be billed at the original contracted rates. No exceptions will be allowed.
- 8.7** Only the contracted Trade Partner may operate under the terms and conditions of this Agreement.
- 8.8** AHA will be excused with respect to the performance of any of the terms, covenants and conditions of this agreement when prevented from doing so by force majeure which shall include, without limitation, matters caused by laws, regulations, acts of failures to act, demands, orders, interpositions of any government or agent there at, acts of God, strikes, any labour disputes, fire or other casualty, inability to obtain any material or services, tire, flood, inclement weather, war, rebellion, terrorism, insurrection, sickness, quarantine, epidemics, theft, or any other cause in the nature of a force majeure ("Force Majeure") whether such events impact on AHA directly or on a third party on whom AHA relies to perform its obligations under this agreement or to provide accommodation at the Resort. AHA will be excused with respect to performance for the duration of the event of Force Majeure.
- 8.9** To the maximum extent permitted by law, AHA, its employees, tour operators and agents for the relevant transportation carrier, hotel, ground operator, and any other supplier of services connected with tours (other providers) shall not be liable for, and the Trade Partner releases each of them from, any Loss or Claim arising from:
- 8.9.1** Any damage to, or loss of, property or injury or death of persons occasioned directly or indirectly by any act or omission of any other provider howsoever caused, including but not limited to, any damage, loss, injury or death caused or contributed to by any defect in any aircraft, watercraft or vehicle operated or provided by such other provider;
 - 8.9.2** Any loss or damage due to delay, cancellation or disruption howsoever caused, including but not limited to loss or damage caused by Force Majeure;
 - 8.9.3** Any cancellation penalty of a transportation carrier or a tour operator incurred by the purchase of a non-refundable ticket;
 - 8.9.4** Any loss of damage to, or delay in receiving any participant's baggage or personal effects during a journey, such items at all times being the sole responsibility of the participant, whether or not such loss and damage was caused or contributed to by the negligence or default of AHA or any other provider.
 - 8.9.5** Loss means all losses, costs, charges, damages, expenses and other liabilities arising out of or in connection with a fact, matter of circumstance, including all legal and other professional expenses incurred in connection with investigating, disputing, defending or settling any Claim relating to the fact, matter of circumstance and "Claim" means any allegation, debt, cause of action, liability (whether actual, contingent or prospective), claim, demand, proceeding, suit, investigation or audit of any nature and whether present or future, fixed or unascertained, actual or contingent, arising at law, in equity, under statute or otherwise.
- 8.10** Travel insurance and trip cancellation insurance is strongly recommended and advised. Guests who are unable to depart the Resort on their departure date due to Force Majeure or transfers being unavailable will be required to pay 40% off the nightly rack rate for accommodation. This rate is non-commissionable and is to be paid by guests directly to the Resort upon check-out.
- 8.11** Trade Partner acknowledges and agrees that AHA is the sole and exclusive owner of AHA's intellectual



property, including without limitation, trademarks, service marks, trade names, logos, photographs and other materials subject to copyrights (collectively, the “Materials”). Trade Partner acknowledges and agrees that it will not make any use of the Materials without AHA’s prior written consent. Trade Partner further agrees and acknowledges that it shall not acquire any interest in the Materials or the goodwill associated with the Materials by virtue of this Agreement or Trade Partner’s use of the Materials. AHA hereby reserves all such rights not specifically granted hereunder.

- 8.12** An environmental management charge (EMC) per person daily (excluding GST) will be charged directly to guests. The EMC may be subject to change.

9. GENERAL TERMS AND CONDITIONS

9.1 TERM.

The term of this Agreement shall begin on the Effective Date and shall continue thereafter for a period of 12 months from the Effective Date through until 31 March, 2027. AHA party may terminate this Agreement without cause by proving written notice to the other party. In addition, AHA may terminate this Agreement immediately if the Trade Partner commits a material breach of its obligations and such breach remains uncured seven (7) days after written notice of such breach by the non-breaching party. If AHA terminates this Agreement for any reason, the terms of this agreement will cease to have effect except for the provisions contained in this clause 9.1 and clauses 8.7, 8.8, 8.10, 9.2, 9.4-9.13 and 10 and Trade Partner will have no further rights against AHA and AHA will owe no further obligations to Trade Partner under this Agreement.

- 9.2** The Trade Partner shall indemnify, defend and hold harmless the AHA and its officers, directors, partners, agents, members and employees from and against any and all demands, Claims, damage to persons or property, Losses and liabilities, including legal fees arising out of or caused by the negligent acts or omissions, or breach of this Agreement on the part of the Trade Partner, its officers, directors, partners, agents, members or employees in connection with the performance by Trade Partner of its obligations under this Agreement.

- 9.3** AHA reserves the right to implement revised nett rates throughout the period of this Agreement at its absolute discretion. These rates will be honoured at the same or reasonably similar net rate margins as noted in Schedule A of this Agreement, as determined by AHA. To the extent of any inconsistency between this clause and the rest of the Agreement, the provisions of this clause will prevail.

9.4 GOVERNING LAW; VENUE

The parties agree that in the event of legal action concerning matters related to this Agreement, any litigation shall be brought only in Queensland and such litigation shall be decided pursuant to the laws of Queensland.

9.5 ENTIRE CONTRACT

This Agreement and any attachments constitute the entire contract between the parties with respect to the subject matter hereof and shall supersede all previous proposals both oral and written, negotiations, representations, commitments, and other communications between the parties to the extent of the terms of this agreement, conflict with any attachment or schedule hereto, the terms of the agreement shall control.

9.6 HEADINGS AND WORDING

Section and/or paragraph headings used in this Agreement are for reference purposes only and may not be



used in the interpretation hereof. No provision of this Agreement may be construed against either party as the drafter thereof.

9.7 BINDING EFFECT

Neither the rights nor obligations arising under this Agreement are assignable, delegable or transferable by the Trade Partner unless the AHA gives its prior written approval, which approval the AHA may withhold in its sole discretion. A change in effective control of the Trade Partner, or a merger or a sale of a substantial portion of the Trade Partner's assets, will be deemed an assignment under this Agreement. AHA may assign, transfer, novate or otherwise deal with any rights or obligations under this agreement by written notice to the Trade Partner without requiring the consent of the Trade Partner. Upon receipt of such written notice, Trade Partner agrees to be bound by any assignment, transfer, novation or other dealing by AHA as notified in writing to Trade Partner.

9.8 NO WAIVER

The failure of either party to enforce at any time, or for any period of time, the provisions of this Agreement will not be interpreted to be a waiver of such provisions or of the right of such party to enforce each and every such provision.

9.9 PARTIAL INVALIDATION

In the event that any provision of this Agreement is held by law, or found by a court or other tribunal of competent jurisdiction to be unenforceable as stated herein, such provision will remain enforceable to the extent permitted by applicable law or the findings of the court or other tribunal of competent jurisdiction, and the remaining portions hereof will remain in full force and effect.

9.10 COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be an original instrument, but all of which shall constitute one and the same agreement. Any party may execute this Agreement by facsimile signature and the other party will be entitled to rely on such facsimile signature as evidence that this Agreement has been duly executed by such party. Any party executing this Agreement by facsimile signature shall forward to the other party an original signature page within 10 days upon the written request of the other party; provided, however, that failure to do so will not affect the binding effect of this Agreement on such party.

9.11 THIRD PARTY BENEFICIARIES

No person or entity will be a third-party beneficiary of this Agreement. No obligations of either party may be enforced against such party by any person or entity not a party to this Agreement.

9.12 CONFIDENTIALITY

All rates, terms and conditions are strictly confidential and are not to be exposed to other parties.



9.13 DISTRIBUTION OF CONTRACT RATES ON THE INTERNET

AHA nett rates are valid for offline bundled, packaged or brochured domestic and international leisure business only, to be marked up to retail selling rates. The nett rates are not to be offered by the Trade Partner, either knowingly or unknowingly, to any party that distributes or retails nett rates via the Internet without prior written approval from AHA. Such approval is to be at the absolute discretion of AHA. AHA has the right to vary any and all terms of the Trade Partner agreement should the rates be caused to be distributed without permission.

9.14 AMENDMENT

This agreement can only be varied by the written agreement of both parties.

10. ENDORSEMENT

This agreement shall not be binding unless properly signed and returned to:

Aldesta Hotels Australia Pty Ltd
Contact name: Karen Sweeney
Address: 13 Thornton St
Surfers Paradise Qld 4217 Australia
Phone: +61 7 5528 1365 Mobile 0417 449 481
Email: sales.australia@aldestahotels.com

Please send us one (1) copy of this agreement with original signature from an authorised agent of your company and returned on or before **31 August 2025** acknowledging your full acceptance of all the terms and conditions contained herein.

Please retain a countersigned copy for your records.

I, the undersigned, acting as representative for the Trade Partner, fully understand and agree to be bound by the terms and conditions contained herein.

Signed on Behalf of:		Accepted by:
Company Name:		Resort: Aldesta Hotels Australia Pty Ltd
Name:		Name: Sam Zhang
Title:		Title: Director
Date:		Date:
e-Mail:		e-Mail: