

HAMILTON ISLAND

GREAT BARRIER REEF AUSTRALIA

Hamilton Island Holiday Homes & Yacht Club Villas Trade Agreement

Between

Hamilton Island Travel Pty Limited ABN 98 010
305 781

and

Schedule Items	
1. Agreement Date	
2. Client	
3. ABN	
4. Address	
5. Registered for GST	☐ Yes ☐ No
6. Contact Person	
7. Address	
8. Phone	
9. Email	
10. Market Segment	☐ Inbound ☐ Domestic ☐ Regional

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Agreement Date _____

Parties Hamilton Island Travel Pty Limited ABN 98 010 305 781 (HIT)
AND

- A. HIT has been engaged by HHH to sell the Accommodation Rights as agent for the Property Owners.
- B. HIT has been engaged by HIE to sell Accommodation Add-Ons Rights as agent for HIE.
- C. HIT offers to sell Accommodation Rights and Accommodation Add-ons to the Client for on-sale at Nett Rates on the terms and conditions set out in this Agreement.
- D. The Client wishes to purchase Accommodation Rights and Accommodation Add-On Rights at the Nett Rate on the terms and conditions set out in this Agreement.

Standard Conditions

1. Definitions

1.1 In this Agreement:

Accommodation means a Property over which the Property Owner has appointed HHH to be the managing agent, and who HHH has appointed HIT as selling agent for the right for Guests to stay in the Property.

Accommodation Add-On means any available add-on as set out in the Annual Rate Schedule and on the terms and conditions as set out in this Agreement.

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

Accommodation Category or Categories mean:

- a) Standard 1 bedroom;
- b) Standard 2 bedroom;
- c) Standard 3 bedroom;
- d) Standard Resortside 2 bedroom;
- e) Superior 2 bedroom;
- f) Superior 3 bedroom;
- g) Superior 4 bedroom;
- h) Superior Resortside 2 bedroom;
- i) Deluxe 3 bedroom;
- j) Deluxe 4 bedroom;
- k) Luxury 2 bedroom;
- l) Luxury 3 bedroom;

- m) Luxury 4 bedroom;
- n) Standard Yacht Club Villa 4 bedroom; or
- o) Premium Yacht Club Villa 4 bedroom;

as detailed in the Annual Rate Schedule and on the terms and conditions as set out in this Agreement. Properties in this Agreement are sold at a category level only. HIT are unable to fulfil specific Property or Property number requests. HIT reserve the right to allocate the Guest any Property within the category up until check-in.

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

Accommodation Rights means the right to sell an Accommodation on the terms and conditions as set out in this Agreement

Ad Hoc Group means a group of 6 or more separate Holiday Homes bookings per night or 5 or more separate Yacht Club Villa bookings per night, that do not require the services of Conventions, Weddings or Business Events 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 HIT and the Client, which consists of the contents of this document and any annexures or schedules.

Annual Rate Schedule means the documents sent annually outlining Property rates for the specified dates which forms part of this Agreement.

Booking Conditions means the terms and conditions set out in this website as amended from time to time: <https://www.hamiltonislandholidayhomes.com.au/about-your-stay/terms-conditions>

Booking Date means the date the Guest books to stay in the Accommodation.

Business Event Booking means a group of 8 or more separate Holiday Home bookings per night or 5 or more separate Yacht Club Villa bookings per night, where guests are travelling together for business purposes and/or require the services of Conventions and Events team for any purpose including the arrangement of any private meeting spaces, conference rooms, private dinners or organised tours and activities on Hamilton Island.

Cancellation Event means one or more of the following events:

- a) any Guest name change to that which has been advised by the Client or the Accommodation Recipient to HIT;
- b) any change in Booking Date;
- c) any change in Accommodation Category;

- d) any reduction in the number of Accommodation bookings, but only in respect of the Accommodation no longer required;
- e) the Guest is a No Show on or after the booked arrival date;
- f) the Guest departs prior to the booked departure date; or
- g) 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 2 of the Schedule.

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

Festive Season means Festive Season Dates as specified in the Annual Rate Schedule.

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.

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.

HIHH means Hamilton Island Property Services Pty. Ltd. trading as Hamilton Island Holiday Homes.

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

Inventory means all of the Accommodation managed by HIHH on behalf of Property Owners at a point in time.

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 HIT's own internet booking engine rates. 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 Right and Accommodation Add-on and is calculated as the Recommended Retail Price less Profit Percentage.

No Show means a Guest or Guests with a confirmed booking who neither uses nor cancels the booking.

Primary Keyword Phrases means each of the following keyword phrases:

- a) Anchorage
- b) Barrier Reef House
- c) Bella Vista
- d) Blue Sands
- e) Blue Water Views
- f) Casuarina Cove
- g) Clear Water
- h) Compass Point
- i) Dent Island Golf Club
- j) Element Hill
- k) Frangipani
- l) Great Barrier Reef Airport
- m) Hamilton Island
- n) Hamilton Island Golf Club
- o) Hamilton Island Holiday Homes
- p) Heliconia Gardens
- q) Hibiscus Lodge
- r) Hidden Cove
- s) Holiday Homes Hamilton Island
- t) Kirribilli House
- u) La Bella Waters
- v) Lagoon Lodge
- w) North Cape
- x) Oasis
- y) Panorama
- z) Pavilions
- aa) Peninsula
- bb) Poinciana
- cc) Race Week
- dd) Shorelines
- ee) The Edge
- ff) The Villa
- gg) Whitehaven House
- hh) Yacht Club
- ii) Yacht Club Villas

- jj) Yacht Harbour Towers
- kk) Standard Yacht Club Villa
- ll) Premium Yacht Club Villa

Profit Percentage means the percentage of commission charged by the Client and set out in the Annual Rate Schedule.

Property means a holiday home situated on Hamilton Island owned by a Property Owner.

Property Owner means an owner of one or more Properties on Hamilton Island that have appointed HHH as managing agent for self-catered guest stays in respect of their Property.

Recommended Retail Price means the price the Accommodation is recommended to be sold to the Guest, as set out in the Annual Rate Schedule.

Search Engine means a web or mobile-based application that facilitates a user's search for information on the World Wide Web including but not limited to 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 Rights and Accommodation Add-Ons

- 3.1 Subject to availability and excluding blackout dates, the Client may purchase any number or combination of Accommodation Rights from Inventory at the Nett Rate for FITs and at a rate provided by HIT upon request for Ad Hoc Groups.
- 3.2 At the same time as acquiring the Accommodation Rights referred to in clause 3.1, the Client may also acquire Accommodation Add-On Rights to any Accommodation Add-on listed in the Annual Rates Schedule. HIT may update the Client in writing each time a new Accommodation Add-On is added or deleted.
- 3.3 Inventory numbers are subject to change throughout the year as Properties are included or excluded from management by HHH, or for other reasons such as temporary shut down due to repairs. For this reason, Accommodation Rights are sold over Accommodation Categories and requests for a specific Property are not accepted.

- 3.4 Availability for FIT Guest bookings can be confirmed in any of the following ways:
- a) Siteminder shows availability at the time of Guest booking; or
 - b) By contacting HIT Reservations directly via email at trade@hamiltonisland.com.au for all FIT requests.
- 3.5 The Client can confirm availability for Ad Hoc Group booking requests by contacting the HIT Reservations at groups@hamiltonisland.com.au.
- 3.6 HIT, at its own discretion, can choose to provide the Client with access to rates via Siteminder or require confirmation via direct mail.
4. HIT Obligations
- 4.1 HIT's obligations under this Agreement are limited to the following:
- 4.1.1 Selling Accommodation Rights and Accommodation Add-On Rights to the Client;
 - 4.1.2 Providing a confirmation to the Client once Accommodation has been booked which includes:
 - a) Reservation number;
 - b) Guest name;
 - c) Accommodation details; and
 - d) Booking Conditions; and
 - 4.1.3 Arranging for the Accommodation and Accommodation Add-On booking to be fulfilled.
- 4.2 HIT is not obligated to fulfil any Accommodation bookings or Accommodation Add-On bookings where the Client has failed to comply with their obligations under this Agreement.
5. Client Obligations
- 5.1 The Client agrees to pay HIT in accordance with the payment terms.
- 5.2 The Client may on-sell the Accommodation Rights to any of the following Accommodation Recipients:
- a) A Guest;
 - b) A travel agent;
 - c) A tour operator; or
 - d) A travel wholesaler.
- 5.3 The Client may not on-sell the Accommodation Rights or Accommodation Add-On Rights for the purpose of any third-party promotions, pricing or via Online Travel Agents (OTA's).
- 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 have been a Business Event Booking or an Ad Hoc Group.

- 5.6 When the Client on-sells the Accommodation Rights, they agree to:
- a) Clearly communicate the Booking Conditions attaching to the Accommodation Rights and Accommodation Add-Ons being sold;
 - b) Clearly communicate the selling relationship is between the Client and who they on-sell to; and
 - c) Contractually agree with the Accommodation 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 referred to in clauses 14 and 15 of this Agreement.
- 5.7 Remedy any breach of this Agreement by an Accommodation Recipient.
- 5.8 The Client agrees to return signed acceptance of this Agreement to HIT. Where the Client does not return signed acceptance of this Agreement to HIT, any act by the Client to on-sell the Accommodation Rights will be deemed to be acceptance of the terms and conditions set out in this Agreement.
6. Nett Rates
- 6.1 Nett Rates are valid for travel from 1 April to 31 March for the upcoming contract year as specified in the Annual Rate Schedule issued annually and which then forms part of this Agreement when issued. The most recently issued Annual Rate Schedule is to be utilised by the parties and replaces previous versions.
- 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. Booking Conditions for FIT Bookings
- 7.1 This clause 7 applies to Accommodation Rights and Accommodation Add-on Rights purchased by the Client for FIT bookings only.
- 7.2 For all bookings made using 'Standard Rates' which fall within 'Low' or 'High' season, and all 'Festive Season' bookings, please refer to Booking Conditions as set out on this website: <https://www.hamiltonislandholidayhomes.com.au/about-your-stay/terms-conditions>
- 7.3 Please be aware that Properties will have different Terms and Conditions for bookings when one or more nights fall within the Festive Season period.
8. Payment Details
- 8.1 Clients are to make payment to HIT 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: 100 080

Account Name: Hamilton Island Travel Pty Limited/HI Travel-Holiday Homes

International swift Code: WPACAU2S

- 8.3 Credit card payments by the Client can be made directly by contacting Hamilton Island Reservations in accordance with Annexure A. Credit card fees do not apply when making payments directly to Hamilton Island Reservations. Holiday Home and Yacht Club Villa bookings made via the Hamilton Island Holiday Homes website are fee free. On Hamilton Island, a non-refundable surcharge applies for all 'credit' and 'tap and go' transactions made via credit or debit card. Fee free payments can be made via EFTPOS.
- 8.4 Hamilton Island is a cashless destination.
- 8.5 When any cancellation fees are payable, these fees must be paid to HIE at the time of the cancellation or upon receipt of the invoice including these fees. Payment of the fees must not be delayed until the time of intended travel of the Guests.
- 8.6 If HIT and the Client have agreed in writing separately to operate on credit terms, the following clauses apply further to clauses numbered 8.1 to 8.5 above:
- 8.6.1 HIT provides the Client with invoices for bookings and travel completed for the Accommodation Package or Accommodation Add-On as follows:
- 8.6.1.1 An invoice for bookings and travel completed the first half of the month is provided by HIT to the Client on the 16th of the month; and
- 8.6.1.2 An invoice for bookings and travel completed the last half of the month is provided by HIT to the Client on the first day of the next month.
- 8.6.2 A summary statement of bookings made for the Accommodation Package or Accommodation Add-On is to be sent by HIT either in place of or to accompany the invoices referred to in clause 8.6.1. The summary statement is to be submitted by HIT to the Client in a Microsoft Excel format and must include the invoice number, lead client name, nett amount to be paid and the Client's reference.
- 8.6.3 The Client must pay the invoices, or summary statement as applicable, as follows:
- 8.6.3.1 For the invoices referred to in clause 8.6.1.1. on the last day of the month after the month in which the invoice is issued; and
- 8.6.3.2 For the invoices referred to in clause 8.6.1.2, on the last day of the same month in which the invoice is issued.

at which time the amounts owing are due and payable.

8.6.4 For payment details above, we have instruction to remove: Account Number for HHH properties: 100080 and add Account Number for HHH properties: 100056.

9. Ad Hoc Groups

9.1 Ad-Hoc Group booking requests are to be made directly to HIT Reservations at groups@hamiltonisland.com.au.

9.2 Ad Hoc Group Nett Rates, payment terms and cancellation policies will be provided by HIT in response to any request made in accordance with clause 9.1. Rates and conditions will differ from this Agreement.

10. Business Event Bookings

10.1 Business Event Bookings must be quoted, contracted and booked through the Hamilton Island Business Events Department at conference@hamiltonisland.com.au. Rates, commission and conditions may differ from this Agreement.

10.2 Business Event Booking Rates, payment terms and cancellation policies will be provided by HIE/HIT in response to any request made in accordance with clause 10.1. Rates, commission and conditions may differ from this Agreement.

11. Weddings

11.1 All wedding accommodation enquiries are to be directed to HIT Reservations. For wedding package rates and information relating to wedding services, contact Hamilton Island Weddings on +61 7 4946 9222, email weddings@hamiltonisland.com.au or visit www.hamiltonislandweddings.com.au

12. Overbooking

12.1 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) HIT and the Client will jointly agree on the alternative accommodation;
- b) HIT will incur any additional costs associated with moving Guests;
- c) HIT will provide a written apology to all Guests who are relocated;
- d) HIT will use its best endeavours to give notice to the Client seven days prior to travel if possible; and
- e) HIT must be advised in writing by the Client of the risk of any consumer litigation.

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 provided to the pursuant to 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 Recipient or to comply with the law.

14. Publication of HHH Products and Brand Assets

- 14.1 Prior to publishing any offers or advertisements of Accommodation, offline or online, the Client or Accommodation Recipient must obtain written approval from HIT of the content, form and creative of the proposed offer or advertisement.
- 14.2 HIT reserves the right to restrict which Accommodation Categories may be offered or advertised by the Client or Accommodation Recipient and the basis or way in which the Accommodation is offered or advertised, including in relation to rates, special offers, currency, and the representation of Accommodation.
- 14.3 Suggested wordings of advertisements of HIE Products, developed by HIE, may be found in HIE's Product Managers Handbook or on the Trade Website www.hamiltonisland.com.au/trade.
- 14.4 Images of Hamilton Island are available on the Trade Website www.hamiltonisland.com.au/trade.
- 14.5 The Client or Accommodation Recipient must obtain written approval from HIT for any offline or online use of HIT, HHH or HIE brand assets, including trademarks, logos and brand images. Primary Keyword Phrases may only be used to list and describe the Accommodation offering and use is subject to the online sales and marketing restrictions contained in clause 15.
- 14.6 Where any promotional activity has been approved pursuant to this clause 14, solely for the manner in which and for the period in which the activity has been approved, HIT grants the Client or Accommodation Recipient a licence to use HIT, HHH or HIE brand assets.

15. Online Sales & Marketing Restrictions

- 15.1 The Client agrees not to engage in any of the following behaviour in their online sales and marketing activity for the Accommodation:
 - 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 HIT, HHH or 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 the Accommodation;
- f) Utilise Trip Advisor's Instant Booking technology to drive Accommodation 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 the Accommodation without express written permission;
- i) Use any of the Primary Keyword Phrases or HIT 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 HIT 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 HIT finds that the Client or Accommodation Recipient has breached this clause, HIT 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, HIT reserves the right to instigate one or more of the actions below:

- a) Adjust the Profit Percentage to nil on any Accommodation Rights acquired by the Client during the period of breach;
- b) Remove or restrict the availability of Accommodation 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 HIT uses 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 and Insurance

17.1 HIT and 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 and comply to all applicable laws.

18. Guest Booking Conditions

- 18.1 The provision of Accommodation is subject to the Booking Conditions.
- 18.2 The Booking Conditions are to be clearly communicated to the Guest at the time of booking and form part of the booking contract between the Guest and HIT.
- 18.3 Should the Client or Accommodation Recipient fail to disclose any of the Booking Conditions at the time of booking, HIT is entitled to recover the cost to the Property Owner 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 Right or Accommodation Add-On Right acquisitions by the Client. HIT will provide details of any such adjustments to the Client upon request.

19. Facilities on Hamilton Island

- 19.1 The owners of Hamilton Island constantly seek to improve and expand the facilities offered on Hamilton Island and has the right to commence, engage in or continue Improvement Works on Hamilton Island at any given time. HIT does not warrant that Improvement Works will not be undertaken on Hamilton Island at any given time. HIT 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 HIT prior to introducing potential customers to HIT.

20. Force Majeure

- 20.1 The failure of HIT to perform this Agreement 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 HIT's control.

21. Indemnity

- 21.1 HIT 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 HIT in relation to this Agreement.
- 21.2 HIT 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 HHH to supply the Accommodation as agreed, including at the specified quality.
- 21.3 To the maximum extent permitted by law, HIT's liability pursuant to the indemnities granted in clauses 21.1 and 21.2 above will not exceed the cost of the Accommodation or the re-supply of the Accommodation.
- 21.4 The Client and each Accommodation Recipient indemnifies and holds harmless HIT's officers, employees and contractors against all loss, damage, cost and expense

arising from any claim by any person against HIT that arises out of any act or omission of the Client or Accommodation Recipient.

22. Claims against the Client or HIT

22.1 The Client will notify HIT within seven (7) days of any claim being made against it or an Accommodation Recipient that may result in HIT sustaining loss, damage, cost or expense. The Client and each Accommodation Recipient will co-operate fully with any requests made by HIT in defending any claim for which HIT 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 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 of a remedy the breach notice; or
- d) By either party giving 30 days' written notice to the other party. No fault termination by 30 days' notice will not result in any costs, loss or damages being payable by either 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 HIT 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 The supply of Accommodation Rights by HIT to the Client under this Agreement is not subject to GST, in accordance with the instructions of each Property Owner.

28.2 The supply of Accommodation Add-on Rights by HIT to the Client under this Agreement is subject to GST.

28.3 References in this Agreement to the Profit Percentage are inclusive of GST.

28.4 HIT will issue the Client with a tax invoice for taxable supplies acquired by the Client under this Agreement upon request.

28.5 It is the responsibility of the Client to determine its GST obligations upon any on-sale of Accommodation Rights and Accommodation Add-On Rights to an Accommodation Recipient.

29. Weather

29.1 HIT takes no responsibility for adverse weather conditions on Hamilton Island. We will not consider refunds or extension of stays due to these conditions outside of our control.

30. Electronic Signing and Counterparts

30.1 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.

Annexure A

Contact Details

SALES & MARKETING

Address: Level 3, 100 Pacific Highway, St Leonards NSW 2065 Australia

Phone: +61 2 9433 3333

Websites: www.hamiltonisland.com.au and www.qualia.com.au

Trade Websites: www.hamiltonisland.com.au/trade and www.qualia.com.au/trade

HAMILTON ISLAND RESERVATIONS

Address: Level 3, 100 Pacific Highway, St Leonards NSW 2065 Australia

Phone: 137 333 – Press option # 2 for trade bookings (within Australia)

+61 2 9433 0444 – International calls

Email (FIT requests): trade@hamiltonisland.com.au

Email (Ad Hoc Group Requests): groups@hamiltonisland.com.au

ACCOUNTS RECEIVABLE

Address: Level 3, 100 Pacific Highway, St Leonards NSW 2065 Australia

Phone: +61 2 9433 0453

Email: accountsreceivable@hamiltonisland.com.au

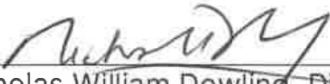
HAMILTON ISLAND

Address: Hamilton Island, The Whitsundays QLD 4803 Australia

Phone: +61 7 4946 9999

Email: guest@hamiltonisland.com.au

EXECUTED as an Agreement

Executed by HAMILTON ISLAND TRAVEL PTY LIMITED ABN 98 010 305 781 in accordance with section 127 of the Corporations Act 2001:	
 _____ Nicholas William Dowling, Director	 _____ Michelle Louise Turner White, Company Secretary

Executed by in accordance with section 127 of the Corporations Act 2001:	
 _____ shobhana@aabh.com.au	
Director	Director / Secretary
_____ [Name of Director]	_____ [Name of Director / Secretary]