



**2027/28 TRADE PARTNER NETT RATE
DIRECT AGREEMENT By and between
Delaware North Lizard Island Pty Ltd ACN 137854589 and Trade Partner**

This Agreement ("Agreement") is made and entered into on 1 April 2027 (the "Effective Date") by and between the **Trade Partner** (the "Trade Partner") and **Delaware North Lizard Island Pty Ltd ACN 137854589** ("DNC") and outlines the nett rates, terms and conditions upon which the Trade Partner may package and sell guest rooms, packages, transfers and touring at Lizard 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 the period 13 December 2027 – 09 January 2028 inclusive.

1. RATES

- 1.1.** Trade partner rates are from 01 April 2027 - 31 March 2028. All nett rates quoted are subject to change with or without notice.
- 1.2.** Refer to **Schedule A** for the applicable Lizard Island Rate Sheet. Any imposed rate increases will be communicated 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

Reservation contact details are as follows;

Phoning within Australia: toll-free phone number: 1800 867 169

Email: luxury-aus@delawarenorth.com

2.2. DNC Payment Details

BANKING DETAILS

Bank Account Name	Delaware North Venue Services Pty Ltd – Lizard Island
Bank Name	Commonwealth Bank
Branch Location	Melbourne 3000
BSB Number	063 010
Account Number	14613069
Swift Code	CTBAAU2S
ABN	13137854561

- When making a bank transfer please use the booking number and surname as the reference. Please then email us the remittance.

Email: financeapr@delawarenorth.com



3. FIT BOOKING POLICY

CONDITIONS

- 3.1. Each reservation must include the name of guest, 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 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

Agents without credit: A credit card must be supplied at the time of booking (to guarantee the reservation) or pre-payment is required immediately. If credit card is provided to secure the reservation, there are two options for payment:

4.1.1 Year Round payment policy

Option 1: Nett invoice is issued at time of booking for pre-payment 30 days prior to arrival. Payment is required immediately, when the guests are due to arrive within 30 days.

Option 2: The guest's credit card is provided to guarantee the reservation. This card will be charged 30 days prior to arrival for the accommodation costs only. The remaining balance and/or any incidentals are payable at the resort upon departure. The agent is required to issue a tax invoice for commission payable following guest departure.

4.1.2 High Season payment policy

Option 1: Nett invoice is issued at time of booking for pre-payment 60 days prior to arrival. Payment is required immediately, when the guests are due to arrive within 60 days.

Option 2: The guest's credit card is provided to guarantee the reservation. This card will be charged 60 days prior to arrival for the accommodation costs only. The remaining balance and/or any incidentals are payable at the resort upon departure. The agent is required to issue a tax invoice for commission payable following guest departure.

4.2. AGENTS WITH CREDIT

No deposit or prepayment is required.

5. FIT CANCELLATION POLICY (YEAR ROUND – Excluding High Seasons)

5.1. NO CANCELLATION FEE APPLIES

More than 31 days prior to arrival: no Lizard Island cancellation fees apply.

5.2. CANCELLATION FEE APPLIES

5.2.1. 30-15 days prior to arrival: 50% cancellation fee equivalent to accommodation (per room cancelled) applies, based on original booked dates.

5.2.2. 14– 0 days prior to arrival: a 100% cancellation fee equivalent to full contracted rate per confirmed room per night, transfers and pre-booked day tours.



5.2.3. In addition to Lizard Island Terms & Conditions, third party operator terms and conditions may apply to a booking made by the Lizard Island Reservations and are available upon request.

6. FIT CANCELLATION POLICY – HIGH SEASON

6.1. NO CANCELLATION FEE APPLIES

More than 61 days prior to arrival: no Lizard Island cancellation fees apply.

6.2. CANCELLATION FEE APPLIES

6.2.1. 60 - 31 days prior to arrival: a 50% cancellation fee equivalent to full contracted rate per confirmed room per night, transfers and pre-booked day tours.

6.2.2. 30 days prior to arrival: a 100% cancellation fee equivalent to full contracted rate per confirmed room per night, transfers and pre-booked day tours.

7. GROUP BOOKING POLICY

7.1. GROUP BOOKINGS

7.1.1. Bookings of 8 rooms or more, bookings accompanied by a tour leader (irrespective of the number of rooms) or bookings where names cannot be provided at the time of reservation are considered Group Bookings.

7.1.2. All Group Booking requests must be advised in writing to the Lizard Island Reservations.

7.2. GROUP BOOKINGS COMPLIMENTARY (FOC) POLICY

No FOC rooms are offered.

7.3. WEDDINGS, CONFERENCE & INCENTIVE GROUPS

7.3.1. Once a Wedding booking has been confirmed, a separate Wedding contract will apply and will be issued for each Wedding booking.

7.3.2. 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.

7.3.3. All Wedding, Conference and Incentive Group requests should be made to Lizard Island Reservations.

7.4. SPECIAL CONDITIONS FOR BOOKING THE RESORT FOR EXCLUSIVE USE

7.4.1. When a booking request is for more than 60% of the resort's total room inventory, the resort must be booked in its entirety (i.e. on an exclusive use basis).

7.4.2. When the resort is booked on an exclusive use basis, separate terms and conditions apply, which are available at time of request.

7.4.3. Minimum 3 night stay applies to all exclusive use bookings.



8. EXCLUSIVE USE & GROUP PAYMENT POLICY

8.1. AGENTS WITHOUT CREDIT

A non-refundable deposit of 20% of the contracted rate per room per night is due within 14 days of receipt of confirmation. A confirmed booking may be cancelled if the deposit is not received within 14 days. An additional 30% of the contracted rate per room per night is due 90 days prior to arrival. The balance of the total package is due 60 days prior to arrival. Bookings within 61 days of arrival require full payment immediately.

8.2. AGENTS WITH CREDIT

8.2.1. A non-refundable deposit of 20% of the contracted rate per room per night is due within 14 days of receipt of confirmation.

9. EXCLUSIVE USE & GROUP PAYMENT POLICY

9.1. EXCLUSIVE USE & GROUP CANCELLATION NOTIFICATIONS

Cancellations must be received in writing to Lizard Island Reservations.

9.2. EXCLUSIVE USE & GROUP BOOKING CANCELLATION FEES

DAYS PRIOR TO GROUP ARRIVAL	% OF CONFIRMED BOOKING CANCELLED	CANCELLATION FEES
91 days or more	0-100% of room block	20% deposit is non-refundable
90-61 days	0-100% of room block	50% of total rooms revenue cancelled
60 days or less	0-100% of room block	100% of contract rate for all confirmed accommodation, pre-booked additional meals, conferencing, functions, transfers and day tours

Cancellation fees are calculated by reference to the confirmed booking at the time of cancellation.

10. GROUP STATUS

10.1. ROOMING LIST REQUIREMENTS

Final rooming list, arrival and departure details, meal and tour requirements are due 30 days prior to arrival.



11. GROUP PORTERAGE POLICIES

11.1. CHARGES APPLICABLE PER PERSON

No charges apply.

12. OPERATING TERMS AND CONDITIONS

12.1. Nett rate close-out periods and minimum length of stay restrictions may apply during the year (Year Round and High Season Periods) and may vary from time to time at the discretion of the resort. Please confirm with our Reservation Specialists.

12.2. Child Age & Allowances

12.2.1. Child age specification is 9 years and under.

12.2.2. Children, 10 years and over, are catered for.

12.3. A surcharge applies to all credit card payments.

12.4. Any images or printed copy describing the Resort must have DNC approval prior to printing. It is the responsibility of the Trade Partner to provide an accurate description of the Resorts services and facilities.

12.5. A signed contract must be on file in order for the rates and any allotments to be valid. The rates contained herein are applicable for FIT/charter bookings and group bookings only.

12.6. 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 Lizard Island which does not denote the applicable verbiage or written confirmation will be billed at the original contracted rates. No exceptions will be allowed.

12.7. Only the contracted Trade Partner may operate under the terms and conditions of this contract.

12.8. DNC shall be excused for the period 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, any labor disputes, government regulations or controls, fire or other casualty, inability to obtain any materials or services or acts of God.

12.9. To the maximum extent permitted by law, DNC, 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 claim arising from:-

12.9.1. Any damage to, or loss of, property or injury or death of persons occasioned directly or indirectly by an 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;



12.9.2. Any loss or damage due to delay, cancellation or disruption howsoever caused, including but not limited to loss or damage caused by laws, regulations, acts or failures to act, demands, orders, interpositions of any government or agent there at, acts of God, strikes, fire, flood, inclement weather, war, rebellion, terrorism, insurrection, sickness, quarantine, epidemics, theft, or any other cause in the nature of a force majeure;

12.9.3. Any cancellation penalty of a transportation carrier or a tour operator incurred by the purchase of a non-refundable ticket; or

12.9.4. 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 DNC or any other provider.

12.10. 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 50% 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.

12.11. Travel insurance and trip cancellation insurance is strongly recommended and advised.

12.12. Trade Partner acknowledge that DNC is the sole and exclusive owner of DNC's intellectual property, including without limitation, trademarks, service marks, trade names, logos, photographs and other materials subject to copyrights (collectively, the "Materials"). Trade Partner agrees that it will not make any use of the Materials without DNC'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 Trade Partner's use of the Materials. DNC hereby reserves all such rights not specifically granted hereunder.

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

12.14. Two (2) Beachfront Suites have been configured for easy wheelchair access with fully accessible bathroom, including appropriate hand railings. These rooms are subject to availability at time of booking and may be allocated to any guest.

13. GENERAL TERMS AND CONDITIONS

13.1. 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. DNC party may terminate this Agreement without cause upon 30 days prior written notice to the other party. In addition, DNC 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.

13.2. The Trade Partner shall indemnify, defend and hold harmless the DNC 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 contract 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.

13.3. DNC 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 DNC. To the extent of any inconsistency between this clause and the rest of the Agreement, the provisions of this clause will prevail.

13.4. GOVERNING LAW

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

13.5. 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.

13.6. 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.

13.7. BINDING EFFECT

Neither the rights nor obligations arising under this Agreement are assignable, delegable or transferable by the Trade Partner unless the DNC gives its prior written approval, which approval the DNC 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.

13.8. 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.



13.9. 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.

13.10. 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.

13.11. 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.

13.12. CONFIDENTIALITY

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

13.13. DISTRIBUTION OF CONTRACT RATES ON THE INTERNET

DNC 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 DNC. Such approval is to be at the absolute discretion of DNC. DNC has the right to vary any and all terms of the Trade Partner agreement should the rates be caused to be distributed without permission.

13.14. AMENDMENT

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



14. ENDORSEMENT

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

Delaware North Lizard Island Pty Ltd ACN 137854589
Contact name: Geoff Pilbeam
Address: Level 5, 380 Docklands Drive, Docklands Victoria 3008
Phone: 03 9413 6200
Email: Via gpilbeam@delawarenorth.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 October 2026** 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: Delaware North Lizard Island Pty Ltd ACN 137854589
Name:	Name: Mr. Geoff Pilbeam
Title:	Title: Director of Sales – Lizard Island
Date:	Date: 06 August 2026
e-Mail:	e-Mail: gpilbeam@delawarenorth.com