

HAMILTON SHORELINES.

Please fax all three pages to Hamilton Shorelines Fax No: 08 9246 3441 Int: +61 8 9246 3441
 Or Return Post to: Hamilton Shorelines, P.O.Box 2352, Warwick, W.A. 6020

Booking Name:		Property:			
Arrival Date:		Booking No:	Hamilton Shorelines		
Departure Date:		No. of Guests:	Adults	Children	Infants
Residential Address:		Tariff Per Night:		\$	
		No. of Nights	_____ Total	\$	+ Extras \$
		20% Deposit:	\$	due on / /	
		Balance:	\$	due no later than / /	

VALET SERVICE – The Buggy Shop (Mobile) 0413610913 or (Office) 07 49468639

We will provide an arrival and departure transfer from either the airport or marina to your accommodation. Please be aware you will be responsible for you own luggage on arrival and departure. Please complete arrival and departure details below in order to receive this all inclusive service. Please be aware that check-in is not until 2pm. (Earlier if Possible)

FLIGHT DETAILS:

ARRIVAL TIME:		DEPARTURE TIME:	
FLIGHT NUMBER:		FLIGHT NUMBER:	

*** There may be up to an hour wait upon arrival for your valet transfers / Check in is at 2.00 pm earlier if possible

BY FERRY:

Arrival Time at Hamilton Island Marina - Departure Time from Hamilton Island Marina –

ARRIVAL TIME:		DEPARTURE TIME:	
---------------	--	-----------------	--

INTERNET/PHONE ACCESS:

Room phones are equipped with island dialing only. Mobile phone reception is excellent on island and recommended. If you require access to off-island phone calls for internet please circle below. A \$60 fee is charged for this plus any additional call charges which will be charged to the credit card details provided on Page 2. This will be charged once invoiced from the Internet Provider on the Island, after your departure. Please indicate below. (These rates are subject to change without notification by the Provider).

I do not require this Service	<input checked="" type="checkbox"/>
Internet Access – Own Provider	<input type="checkbox"/>

PROPERTY EXTRAS:

Extras:	Tick if Required:		
Rollaway	1 Available	<input type="checkbox"/>	<input type="checkbox"/>
Cot	1 Available	<input type="checkbox"/>	<input type="checkbox"/>
High Chair	1 Available	<input type="checkbox"/>	<input type="checkbox"/>

If you require additional beds, cot or high chair or other equipment and it is not supplied by your property, please contact:
www.babyequipment.com.au

BED CONFIGURATION: All options below required. Rate is for 6 Adults. Where Roll-away is preferred rather than Divan (ie 5 Persons) then no charge is made for Roll-away.

Bed 1:	King	<input type="checkbox"/>	<input type="checkbox"/>	
Bed 2:	King	<input type="checkbox"/>	<input type="checkbox"/>	Double Divan 1 2 Adults

PROPERTY AND VEHICLE LETTING AGREEMENT

	Name	Drivers Licence #	MOBILE Contact No:
OCCUPANT/ DRIVER 1			
OCCUPANT/ DRIVER 2			
OCCUPANT/ DRIVER 3			
OCCUPANT/ DRIVER 4			

SPECIAL CONDITIONS

- (1) I / WE DO HOLD A CURRENT DRIVERS LICENSE;
- (2) I / WE WILL INSPECT THE BUGGY AND PROPERTY ON ARRIVAL AND REPORT ANY DAMAGE TO VALET BEFORE USE.
- (3) I / WE ACCEPT LIABILITY OF ANY DAMAGES INCURRED TO THE BUGGY AND PROPERTY DURING USE
- (4) I / WE WILL REMOVE IGNITION KEYS WHEN VEHICLE NOT IN USE;
- (5) I / WE UNDERSTAND THAT ALCOHOL MUST NOT BE CONSUMED BY DRIVERS WHILST IN CONTROL OF A BUGGY AND BUGGIES MAY NOT BE DRIVEN BY A PERSON WHOSE BLOOD ALCOHOL LEVEL COULD BE IN EXCESS OF 0.05%;
- (6) I / WE WILL NOT DRIVE BETWEEN 1.00AM AND 5.30AM (ISLAND BUGGY CURFEW);
- (7) I / WE WILL OBEY ALL ROAD SIGNS;
- (8) I / WE UNDERSTAND THAT I / WE ACCEPT THE RISK OF LOSS OR DAMAGE OR INJURY OF ANY KIND DUE TO THERE BEING NO CHILD RESTRAINTS AND NO SEAT BELTS FOR CHILDREN OR ADULTS FITTED TO THE BUGGY;
- (9) I / WE WILL NOT EXCEED 20KPH WHILST DRIVING THE VEHICLE;
- (10) I / WE UNDERSTAND THAT CHILDREN ARE NOT PERMITTED TO DRIVE, STEER OR SIT ON THE DRIVERS LAP;
- (11) I / WE WILL NOT ENGAGE IN NEUTRAL GEAR WHILST BUGGY IS IN MOTION;
- (12) I / WE UNDERSTAND THAT CAUTION SHOULD ALWAYS BE TAKEN WHEN OPERATING A BUGGY
- (13) I / WE ACCEPT THE BUGGY WILL BE CONFISCATED IF THE DRIVER IS DRIVING RECKLESSLY OR NOT OBEYING QUEENSLAND LAW OR HAMILTON ISLAND ROAD RULES.
- (14) I / WE WILL REFUEL THE VEHICLE PRIOR TO DEPARTURE;
- (15) I / WE WILL REMOVE ANY RUBBISH AND LEAVE THE VEHICLE IN PRESENTABLE AND CLEAN CONDITION;
- (16) I / WE WILL LEAVE THE KITCHEN CLEAN, REMOVE RUBBISH AND THE PROPERTY IN A TIDY CONDITION
- (17) I / WE ACCEPT THAT IF THE PROPERTY IS NOT LEFT IN A TIDY CONDITION, WE WILL BE CHARGED AN EXCESS CLEANING FEE
- (18) I / WE UNDERSTAND A \$2000.00 PENALTY WILL BE LEVIED FOR ANY UNAUTHORISED FUNCTION AND/OR WEDDING. ALL PROPERTIES ARE PRIVATELY OWNED AND DO NOT ALLOW SUCH ACTIVITY.
- (19) I / WE WILL RETURN ALL KEYS GIVEN TO US, AND ACCEPT THAT WE WILL BE CHARGED \$25 FOR LOST APARTMENT KEYS, AND \$125 FOR LOST BUGGY KEYS.
- (20) I/WE NOTE THAT PAYMENT FOR ACCOMMODATION IS NOT REFUNDABLE UPON CANCELLATION. (WE STRONGLY RECOMMEND YOU PROVIDE TRAVEL INSURANCE. ACCOMMODATION IS NOT TRANSFERABLE TO OTHER PROPERTIES ONCE MONIES HAVE BEEN EXCHANGED.)
- (21) I / WE HEREBY ACCEPT THE TERMS AND CONDITIONS ON PAGES 2 & 3.**

I have read, understood the above listed conditions and hereby accept the terms and conditions on this page. **All persons** who intend driving the buggy **MUST ALSO** sign [page 3](#) of the Vehicle Agreement Terms and Conditions and [return all three completed pages](#).

(1) Signature: _____ (3) Signature: _____

(2) Signature: _____ (4) Signature: _____

I HEREBY AUTHORISE THE AGENT TO HOLD THE BELOW CREDIT CARD DETAILS AS A SECURITY BOND FOR THE HOLIDAY LETTING OF THE ABOVE MENTIONED PROPERTY AND ALL OF ITS INCLUSIONS. CREDIT CARD INCURS 2% SURCHARGE ON ALL TRANSACTIONS.

Credit Card – Please Circle	VISA	MASTERCARD	BANKCARD	PLEASE PROVIDE CREDIT CARD DETAILS FOR SECURITY AND OR PAYMENT
Credit Card Number	_____ / _____ / _____ / _____			
Expiry Date	_____ / _____			
Name on Card	_____			
Signature	_____			
PAY BY CREDIT CARD	YES	NO	(Please circle)	Deposit \$ _____ Balance \$ _____
				incl 2% C.C. FEE on incl 2% C.C. FEE on
OR				
Direct debit to HAMILTON SHORELINES	YES	NO	(Please circle)	Deposit \$ _____ Balance \$ _____
				on _____
BSB & A/No. Will be supplied by Email				

VEHICLE AGREEMENT TERMS AND CONDITIONS

This is an Agreement between the Holiday Property Occupant ("You"), the Company (Hamilton Island Enterprises Pty Ltd) and the Agent ("Hamilton Shorelines") on behalf of the Owner ("Holiday Property owner"), to let the motor vehicle known as a buggy ("the Vehicle") as an inclusion with the Holiday property together with all its accessories, tools, types and equipment as well as any replacement vehicle upon the terms and conditions hereinafter contained.

(1) Vehicle Condition and Return

You acknowledge the Vehicle is delivered to You in good operating condition. You agree to return the Vehicle in the same condition, refueled and clean (except for ordinary wear and tear NOT INCLUDING WINDSCREEN OR TYRE DAMAGE) together with its, tyres, accessories and equipment on the date and place specified on page 1 (or sooner, if demanded by the Agent). The Agent may take possession of the Vehicle without prior demand to You and at your expense if there has been a breach of any terms or conditions of this Agreement or if the Vehicle is illegally parked, used in violation of the law or is apparently abandoned.

NOTE: If there is to be any extension of the period of letting beyond the agreed date, the Agent must be notified and it must agree to such extension in writing, otherwise the Vehicle will be immediately be reported to the island Security as stolen.

(2) Persons who must not drive the Vehicle

- (a) A person who is not licensed to drive the hired class of vehicle;
- (b) A person who is not identified on Page 1 as an Authorised Driver;
- (c) A person whose blood alcohol concentration exceeds the lawful percentage which applies to such a person whilst driving a motor vehicle in Queensland;
- (d) A person who is driving the Vehicle whilst under the influence of drugs;
- (e) A person who has given or for whom You have given a false name, age, address or driver's license details;
- (f) A person whose driver's license has been cancelled, endorsed or suspended within the last three years;
- (g) A person who has held a drivers license for any class of vehicle for less than two years; and
- (h) A person who uses or intends to use the Vehicle for an illegal purpose.

(3) Circumstances where the Vehicle must not be Used

- (a) Any area which is marked NO BUGGIES or RESTRICTED AREA;
- (b) Any unsealed roads, paving, grass areas, air strips, gravel tracks or off-road conditions;
- (c) The carriage of any persons for hire or the carriage of any inflammable, explosive or corrosive materials;
- (d) Pushing or towing any vehicle, trailer, boat or other object unless the Agent has Authorised such use in writing;
- (e) The carriage of any greater load and / or persons and / or for a purpose which the Vehicle was designed and constructed;
- (f) The carriage of any animal in the Vehicle unless Authorised in writing;
- (g) The use of the Vehicle for racing, pace making, reliability trials, speed trials, hill climbing or being tested in preparation for those activities;
- (h) The use of the Vehicle in a dangerous manner;
- (i) The use of the Vehicle in contravention of any legislation or regulation controlling vehicular traffic.

(4) Obligations of the Occupant / Authorised Driver

NOTE: The Occupant and Authorised Driver are jointly and severally liable for compliance with the terms and conditions of this Agreement.

By entering into this Agreement You are responsible for and irrevocably authorised the Agent to debit the credit card provided on Page 1 or any other credit card provided (and You will pay the Agent on demand any balance) with the following charges.

- (a) Any extension of agreed letting period;
- (b) Any damages to the Holiday property or it's contents;
- (c) Excessive cleaning charges to either the Holiday property or the included vehicle;
- (d) All charges claimed by the Company in respect of parking and / or any other traffic violations incurred during the period of hire or until such later time as the Vehicle is returned to the Agent;
- (e) All loss or damage to the Vehicle (including the loss or use of the Vehicle), legal expenses, assessment fees, towing and recovery, consequential third party damage, storage and Agent service charges where:
 - (1) Any term or condition of this Agreement has been breached;
 - (2) The Vehicle is involved in an incident, divided as any incident where the Vehicle suffers loss or damage as a result of an impact with any object or other vehicle where animated or unanimated, details of which have been provided by You or on your behalf to the Agent. You will not be entitled to recover from the Agent, any sum for any delay, inconvenience or loss due to any incident, breakdown or defect with the vehicle;
 - (3) You have left the keys in your vehicle;
 - (4) You have failed to keep the key secure and under your personal control;
 - (5) The underbody of the Vehicle is damaged regardless of cause;
 - (6) The Vehicle is totally or partially submersed in water regardless of the cause;
 - (7) The interior of the Vehicle is damaged regardless of the cause;
 - (8) The tyres of the Vehicle are damaged other than by normal wear and tear;
 - (9) The Vehicle or any third party property is damaged by driving the Vehicle under or into an object over the height of the Vehicle;
 - (10) You have failed to immediately rectify or report to the Agent any defect in the Vehicle of which you have become or ought to have become aware;
 - (11) The Vehicle is damaged by loading or unloading. Normal wear and tear excepted;
 - (12) You have failed to secure property any load or equipment which leads to loss or damage caused by any part of the load or equipment;
 - (13) The exterior of the motor vehicle is damaged regardless of cause;
 - (14) You carry more than the allowable number of passengers in the Vehicle, the buggy licensed to carry up to four passengers at any given time;
 - (15) You use the Vehicle for any other purpose other than which it is specified;
 - (16) You agree that the Vehicle is subject to the road laws applicable in Queensland and Hamilton Island and that you will obey any direction from a Hamilton Island Security Officer or other authorized person and that you will obey all road signs on Hamilton Island.

If You have paid for letting of the Holiday Property and it's inclusions by rise of a credit card or directed the Agent to bill charges to some other person, corporation, firm or organisation who or which fails to make payment when called upon by the Agent, You hereby irrevocably accept that You are liable and will immediately pay the full amount due to the Agent on demand. The Agent, in addition, may charge you interest at the rate of 18% percent calculated on a daily basis on all outstanding accounts or charges payable in accordance with this Agreement such interest to be computed from the end of the rental period.

(5) General Provisions

- (a) If there is an incident involving loss or damage to the Vehicle or involving the Vehicle while let as an inclusion with the Holiday Property under this Agreement, You and/or the Authorised Driver must promptly report such an incident to the Agent at the location where the vehicle was hired as well as delivering to the Agent immediately upon receipt by You and/or the Authorised Driver, every summons, complaint or paper in relation to such incident involving such loss or damage. You and/or the Authorised driver must also report all incidents to the Island Security Department;
- (b) You and/or the Authorised Driver irrevocably release and hold harmless the Agent (and it's representatives and employees) for all claims for loss or damage to your personal property, or that of any other person's property left in the vehicle, or which is received, handled or stored by the Agent at any time before, during and after the letting period, whether due to the Agent's negligence or otherwise;
- (c) You and/or the Authorised Driver acknowledge that the Agent relies on the truth of you/or Authorised Driver's representation in this Agreement;
- (d) You and/or the Authorised Driver will not refuse or fail to take any blood analysis or breath test requested by the police or their representatives on the island;
- (e) The Agent gives no express warranty in relation to the motor vehicle. Certain conditions and warranties are implied by statute, whether Commonwealth or State, which cannot be excluded, restricted or modified, such as those under the *Trade Practices Act 1974*. Where the Agent is permitted to limit it's liability under those statutes for breach of an implied condition or warranty the Agent limits it's liability to replacement, repair or resupply of the Vehicle. All other warranties, conditions and other obligations which may be otherwise implied are expressly excluded in their entirety. The Agent is not liable to You and/or the Authorised Driver for any indirect, special, incidental or consequential damages relating to this Agreement;
- (f) **You and/or the Authorised Driver acknowledge nil entitlement to recover from the Agent, any sum for any delay, inconvenience or loss due to any breakdown or defect with the vehicle.**
- (g) No right of the Agent under this Agreement can be waived except by writing of an authorised employee of the Agent;
- (h) Words used in this Agreement to denote any gender shall include all genders, singular words including the plural, and noted on Page 1;
- (i) The Agent may in addition to the rate, price or any other amount or consideration quoted or expressed as payable anywhere in this Agreement, recover from You and/or the Authorised Driver an additional amount on account of the charge. Any additional amount on account of the charge shall be calculated without any deduction or set - off of any other amount and is payable to the Agent upon demand.
- (j) You and/or the Authorised Driver acknowledge that your interest in the Vehicle is as a bailee of the Agent only and you agree not to part with possession, dispose of, encumber or assign any right or interest in the Vehicle and not create any lien on the Vehicle for repairs;
- (k) You and/or the Authorised Driver agree to indemnify the Agent from and against claims, demands, actions, liabilities, losses, costs and expenses (including, but not limited to legal costs on an indemnity basis incurred by the Agent as a consequence of he failure for whatever reason of the due and punctual performance of your obligations under this Agreement;
- (l) You acknowledge that the Agent has not in any way represented itself to you as an entity carrying on the business of insurance;
- (m) You also agree that the Vehicle may be confiscated for any breach of this agreement at the sole discretion of the Agent.

(6) Terms and Conditions

The written terms and conditions in this document contain the entire agreement of the parties. They set out the only conduct relied upon by the Hirer and supersede all earlier conduct or representations. Any variation will only be binding on the Agent if reduced to writing and signed by the parties.

I have read, understood the above listed conditions and hereby accept the VEHICLE AGREEMENT TERMS AND CONDITIONS.

(1) Signature:

(3) Signature:

(2) Signature:

(4) Signature:

BEFORE FAXING or POSTING THE THREE PAGE BOOKING FORM BACK:

Please check if the following have been completed –

PAGE 1

- Residential address not PO Box.
- Number of guests
- Flight arrival time and flight number
- Flight departure time and flight number
- Or ferry arrival and departure times
- Bedding configuration

PAGE 2

- All drivers of golf cart to list their names/license numbers/mobile contact
- Signatures of all drivers
- Visa card details and signature
- Pay now or in two instalments advice (please circle on form) Bookings less than 30 days in advance must be paid for in full.

PAGE 3

- ALL DRIVERS to sign page three