

## **Terms & Conditions**

### **Hotel Booking Conditions**

These terms and conditions are applicable to all guests booking directly with MNBR Operations Pty Ltd ACN 81 682 728 598 T/A Mantarays Ningaloo Beach Resort (**Mantarays**).

### **Rates**

The rates quoted are based on your period of stay. Rates are subject to change as a result of changes in your arrival and/or your departure dates. Rates quoted are in Australian Dollars (AUD) and are inclusive of 10% goods and services tax (GST).

### **Extra Person Rate**

Extra Person Rate applies when staying in same suite with a minimum of two guests (subject to maximum suite occupancy).

### **Bookings, Cancellations, Amendments and Charges**

A minimum two-night stay applies to all bookings in school holidays and long weekends. To confirm your reservation, we require a 50% deposit at the time of booking. All bookings require full prepayment 30 days prior to arrival. Such payment may be forfeited in the event of cancellation, amendment or failure to check in on the specified date, in accordance with the terms shown below.

Mantarays may, at its option, cancel any booking not paid in full prior to arrival.

Refunds can take up to 14 working days to be processed. Other alterations to booking details may result in a rate change. All outstanding charges are to be paid prior to arrival.

Mantarays welcomes children of all ages.

No arrivals or departures are permitted on Christmas Day.

### **Payment Policy**

Full prepayment is required 30 days prior to arrival. We accept Visa, Mastercard or American Express or direct deposit on request. Payment by Visa, MasterCard or American Express attracts a 2% surcharge (surcharges subject to change). Additional conditions apply to groups.

### **Cancellation Policy**

Bookings may be cancelled or amended prior to one month from arrival without deposit forfeiture. Cancellations and booking amendments received within one month of arrival forfeit all monies paid.

No refunds or credits can be given in the event of non-arrival, any unused services, or unused nights due to travel disruption, weather, or illness.

For peace of mind, we recommend you protect yourself with comprehensive travel insurance to cover any cancellation fees.

## **Hotel Guidelines**

Check-in time is from 2pm, Check-out time is 10.00am, later check out may result in an additional night being charged. All indoor areas, including rooms and public spaces, of Mantarays are strictly non-smoking. Smoking is permitted in outdoor areas of the rooms and the main building. Pets may not be brought onto the premises with the exception of guide dogs. Guests shall comply with all rules, regulations and instructions at Mantarays, including but not limited to security procedures, health and safety procedures and registration requirements.

Mantarays shall be entitled to refuse a guest entry or accommodation or to require a guest to leave the premises if unreasonable behaviour is displayed, be it threatening or abusive, causing disturbance to other guests or otherwise unacceptable. A safe is available in each room for the storage of valuables as a service to guests; however, Mantarays will not accept liability for loss or damage to those items.

## **Limitation of Liability**

Mantarays shall not be liable for any loss of or damage to a guest's property which is:

Caused or contributed to by the negligence of the guest or a reason of the type listed in the preceding paragraph; or not promptly reported to Mantarays.

On discovery, Mantarays shall not be liable for loss of or damage to a guest's property except when proved to be caused through the negligence or willful misconduct of Mantarays.

Mantarays does not accept any liability for loss or damage to a guest's vehicle unless caused by Mantarays negligence or wilful misconduct.

Guests shall be liable for any loss, damage or personal injury they may cause at Mantarays.

Mantarays may engage appropriate transfers operators and other providers to coordinate and provide certain services. The transfer operators and other providers are solely responsible for and liable for providing their respective services. Guests are also subject to specific terms and conditions imposed by other providers.

## **Property Disclaimer**

Mantarays is set in a natural environment containing fauna and flora that may be dangerous if at close contact. Whilst every effort is made by the staff and management of Mantarays to ensure the safety of its guests, guests acknowledge as a condition of making their bookings that neither Mantarays nor any of its staff shall be liable for the death or injury of any of its guests or for any direct, indirect or consequential loss or damage whatsoever (save where caused by the negligence or willful misconduct of Mantarays) suffered by any of its guests arising out of or in connection with use of the facilities and activities offered by Mantarays, in particular (but not limited to) these involving wildlife, and the guest, by making a booking, releases Mantarays and its staff from all or any such liability.

## **Lost Property**

Where items belonging to guests have been found by a member of Mantarays personnel, and where the owner can be clearly identified, guests will be contacted and any confirmed item returned to them by registered mail. In the event the owner of any found item cannot be identified it will be logged and held in security for a period of three months. If after this period the owner of the lost item has not contacted the property or has otherwise been identified, the item will be disposed of. In the event the lost item may be of tangible benefit, the lost item will be given to a local charity organisation after the three month period has lapsed.

## **Force Majeure**

Mantarays shall not be liable for failure or delay in delivering obligations under the booking contract if the cause of the failure or delay is due to reasons beyond its control. These include, but are not limited to: war or threat of war, civil or political action or disturbance, riot, natural disaster, fire, epidemic, pandemic, bad weather, terrorist activity (threatened or actual), military activity, governmental or regulatory action, industrial dispute, failure of power or machinery, failure of or interruption in externally provided services and utilities. All bookings are subject to availability, and Mantarays shall be entitled to refuse any booking on reasonable grounds.

## **Website Terms of Use**

### **Terms**

By accessing this website, you are agreeing to be bound by these website Terms and Conditions of Use, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this site. The materials contained in this website are protected by applicable copyright and trade mark law.

### **Use License**

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This license shall automatically terminate if you violate any of these restrictions and may be terminated by Mantarays at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

## **Disclaimer**

The materials on the Mantarays website are provided 'as is'. Mantarays makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, Mantarays does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its website or otherwise relating to such materials or on any sites linked to this site.

## **Limitations**

In no event shall Mantarays or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption,) arising out of the use or inability to use the materials on this website, even if Mantarays or a Mantarays authorised representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

## **Revisions and Errata**

The materials appearing on the Mantarays website could include technical, typographical, or photographic errors. Mantarays does not warrant that any of the materials on its website are accurate, complete, or current. Mantarays may make changes to the materials contained on its website at any time without notice. Mantarays does not, however, make any commitment to update the materials.

## **Links**

Mantarays has not reviewed all of the sites linked to its website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by Mantarays of the site. Use of any such linked website is at the user's own risk.

## **Internet Protocol (IP) Address**

Every time you browse the internet an IP address is automatically assigned to your computer. When users request a page from the Mantarays site, Mantarays servers log the user's current IP address. IP addresses are used to diagnose problems.

## **Cookies**

The Mantarays website puts to use 'cookie' technology. These cookies are designed to facilitate your visit on the Mantarays website.

## **Personal Data and Privacy**

Data protection is very important to Mantarays and the Personal Information (any information relating to you) of our customers is treated absolutely, positively confidential. When we need to collect information from you, we generally ask you to voluntarily supply us

with the required data. This data will not be made accessible to third parties except if required by law, by court or by a regulatory authority.

Furthermore, your Personal Information will only be processed for the purposes indicated at the time of collection as indicated in the Privacy Policy as evident under the circumstances. Please do note that your acceptance of our Privacy Policy is a condition of these Legal Terms and Conditions.

#### **Site Terms of Use Modifications**

Mantarays may revise these terms of use for its website at any time without notice. By using this website you are agreeing to be bound by the then current version of these Terms and Conditions of Use.

#### **Governing Law and Jurisdiction**

By accessing and using any services of the Mantarays website, the user and Mantarays agree that all matters relating to and/or any disputes arising out of the user's access to, or use of the Mantarays website shall be governed by and interpreted and construed and enforced exclusively in accordance with the laws of Australia.