

TERMS AND CONDITIONS PEAK BOOKINGS

1 General

- 1.1 These Peak Terms and Conditions ("Peak T&C") are between Mantarays and the Guest and apply to the Booking made by the Guest during the Peak Period.
- 1.2 These Peak T&C apply together with Mantarays' standard terms and conditions. Where there is any inconsistency between these Peak T&C and Mantarays' standard terms and conditions, these Peak T&C will apply.
- 1.3 By making a Booking the Guest agrees to the Peak T&C on behalf of all persons included in the Booking. Where the Guest constitutes more than one person, each person shall be jointly and severally bound by the Peak T&C.

2 Interpretation

"Booking" means the act of reserving the accommodation available at Mantaray's Ningaloo Beach Resort.

"Booking Total" means the total amount payable to Mantarays for the Booking.

"Deposit" means an amount equivalent to 50% of the Booking Total.

"Guest" "Customer" "You" or "Your" means the person or persons staying or intending to stay at the accommodation, and includes any minors.

"Mantarays" "We" "Us" or "Our" means SBR Management Pty Ltd trading as Mantaray's Ningaloo Beach Resort (ABN 35 112 052 801), its representatives and assigns.

"Peak Period" means dates or periods on or around school holidays applicable in Australia, or such other dates or periods as determined by Mantarays in its sole discretion.

3 Booking & Cancellation Policy

- 3.1 All Bookings are subject to availability. Mantarays reserves the right to decline any Booking or request at its absolute discretion.
- 3.2 Unless otherwise determined by Mantarays prior to or at the time of Booking, the following provisions apply:
- (a) the Deposit is to be paid at the time of Booking;

- (b) payment of the balance of the Booking Total is to be paid on check-in; and
- (c) a final list identifying all Guests staying in the accommodation is to be provided at least 21 days prior to arrival.

3.3 Check-in is available from 2pm (AWST) and check-out is no later than 10am (AWST). No early check-ins or late check-outs are available during the Peak Period.

3.4 A valid credit card is required at the time of Booking. The credit card will be held as security for your Booking and utilised for any applicable deposits, payments, outstanding charges, cancellation fees, no-show fees, damage and any breach of these Peak T&C.

3.5 Failure by the Guest to make payment in accordance with the Peak T&C, or as otherwise requested by Mantarays, may result in the Booking being cancelled and Mantarays making available the accommodation, or any part thereof, to other persons to book.

3.6 Bank fees, credit card charges, PayPal fees, exchange rates and any other fees and charges incurred by transferring money from the Guest to Mantarays are the sole responsibility of the Guest, are payable by the Guest and are non-refundable.

3.7 All cancellations must be received in writing to 'reservations@mantaraysningalooresort.com.au'. It is the Guest's responsibility to verify that the cancellation request has been received.

3.8 Where the Guest cancels the Booking:

(a) more than 30 days prior to arrival (being prior to 2pm (AWST) on the 31st day), all monies paid by the Guest will be refunded to the Guest; and

(b) 30 days or less prior to arrival (being after 2pm (AWST) on the 31st day), including no shows), the Deposit will be forfeited to Mantarays and any other monies paid by the Guest will be refunded to the Guest. For the avoidance of doubt, the Deposit will be retained by Mantarays in these circumstances and will not be refundable, transferrable or converted into a credit.

3.9 For Guest curtailment and or early check-out, all monies paid by the Guest will be forfeited.

3.10 Subject to the Peak T&C, if Mantarays is required to cancel the Booking for any reason Mantarays

may, in its absolute discretion, offer the Guest a refund of a portion of or all monies paid to Mantarays, offer a credit for a future or alternative booking, and or vary the Booking date or Accommodation type to allow the Accommodation to be booked as varied. Credits are able to be redeemed on any products offered by Mantarays, at Mantarays' absolute discretion.

4 Termination

- 4.1 Mantarays may terminate the Booking if there has been a breach of the Peak T&C.
- 4.2 Any termination of the Booking in accordance with this provision will result in all monies paid being forfeited by the Guest and retained by Mantarays.

5 Miscellaneous

- 5.1 The Peak T&C are not intended to create a relationship between the parties of partnership, joint venture or employer-employee.
- 5.2 Mantarays reserve the right to update and or alter the Peak T&C at any time for future bookings.
- 5.3 The covenants, agreements and obligations contained herein will not merge or terminate upon the termination of this agreement and to the extent that they have not been fulfilled or satisfied or are continuing obligations they will remain in force and effect.
- 5.4 If any part of the Peak T&C is wholly or partly invalid, unenforceable, illegal, void or voidable, the Peak T&C must be construed as if that provision or part of a provision had been severed from the Peak T&C and the parties remain bound by all of the provisions and part provisions remaining after severance.
- 5.5 The Peak T&C are governed by and shall be construed in accordance with the laws of the State of Western Australia.
- 5.6 The parties irrevocably submit to the exclusive jurisdiction of the Courts of Western Australia and the Courts competent to determine appeals from those Courts for determination of any dispute claim or demand or with respect to any proceedings which may be brought at any time relating to these Peak T&C, and waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within this clause.