



Hamilton Island Weddings
 Hamilton Island Enterprises Limited
 ABN: 61 009 946 909
 132 Front Street
 Hamilton Island QLD 4803
 Telephone (61-7) 4946 8750

Date

CLIENT DETAILS
Name
Address
Contact Details
City Ledger:

Dear XX,

We are delighted that you have selected Hamilton Island to hold your Wedding (which includes elopements, reaffirmations or weddings) on [insert date].

This document will serve as a contractual agreement (contract) between Hamilton Island Enterprises Limited trading as Hamilton Island Weddings (HIW) and «Booking:Account:AccountName» (you). Once signed this document will bind «Booking:Account:AccountName» to all deposit and cancellation policies outlined herein.

1. Engagement of HIW and Wedding Coordinator

The role of HIW is to assist you in planning your special day. You will make the selection of the internal suppliers, external suppliers and the venues, and HIW will implement these selections.

On receipt of this signed contract, you will be appointed a Wedding Coordinator who will be your main point of contact during the planning of your Wedding. Your Wedding Coordinator will liaise with your chosen suppliers, both internal and external for your requirements, including but not limited to food and beverage and venues. HIW cannot guarantee the same Wedding Coordinator throughout the planning process. In the case of a Wedding Coordinator ceasing employment a new Wedding Coordinator will be allocated at HIW’s discretion. HIW will take all reasonable steps for a seamless transition.

2. Booking and Function Space

Your chosen venue will be held tentatively for fourteen (14) days, from the date HIW accepts your booking request. Confirmation of your booking is required in writing and a deposit payment must be made in accordance with the clauses below and within fourteen (14) days of making your booking request. If a signed copy of this contract and a deposit are not received by HIW within fourteen (14) days, the venue will be released and your booking may be cancelled.

The following function space is being held on behalf of [insert]:

Date	Time	Event	Function Venue	Associated Costs	Approximate Guest Numbers (Including yourselves)
		[Insert Ceremony]		(Weddings Package Fee)	
		[Insert Reception]		Venue minimum Spend (Inclusive of the \$XX venue hire)	

***Please note 15% surcharges apply for QLD Public Holidays for Weddings and other services.**

2024 QLD Public Holidays: 1 Jan, 26 Jan, 29 Mar – 1 Apr, 25 Apr, 6 May, 21-22 June (TBC), 7 Oct, 24 – 26 Dec

****Please note 10% surcharges apply for Sundays for Weddings and other services.**

External suppliers may also charge surcharges.

Main Pool Planned Works – 2 – 16 August 2024

Please note that the Main Pool has scheduled maintenance from 2 – 16 August 2024 (inclusive). This function space and the Main Pool facilities will not be available over these dates. Guests will still have access to Reef View Pool, Bougainvillea Pool, Sails Pool & Catseye Beach (incl. complimentary non-motorised watersports for guests staying in HIW properties).

3. Menu Selections

All menu requirements and catering numbers for are required **no less than thirty (30) days prior to the Wedding**. Any requests or changes within thirty (30) days of the Wedding may not be possible. Failure to provide required details by this deadline will result in HIW making catering selections on your behalf as 'chefs selection'. All menus are subject to change and confirmed in the final event orders. Selection of more expensive menu items will increase menu cost.

4. Final Numbers

If catering numbers are not equivalent to the possible number of Wedding attendees, HIW cannot guarantee that there will be sufficient food and beverages if numbers exceed the agreed guests catered for. The numbers represented in the signed event orders are the final agreed numbers that will be catered for and charged for. Should numbers increase HIW will endeavour to offer as close to possible, the requested menu or alternative options may need to be supplied and additional charges will apply. Should numbers decrease, then charges still apply to the agreed final numbers. By signing the event orders the signatory accepts all written charges.

5. Dietary Requirements

HIW can accommodate most dietary requirements for the guests. Please be advised that for large group dinners, allocated seating is recommended to ensure smooth service.

6. Catered Venues

Please note that all event venues are catered by HIW. External catering is not permitted except for external cake suppliers.

7. Minimum Numbers

Please note that all venues have minimum number requirements for menu and beverage selections. Should your numbers fall below the minimum number threshold, you will still be charged as per the minimum number. Please see below the minimum numbers for private venues:

Beach Pavilion, Yacht Club Ketch and Cutter Room – minimum 50 guests;

Yacht Club Ketch Room, Yacht Club Bommie Deck, Yacht Club Private Dining Room, Catseye Beach, Main Pool, The Dock – minimum 30 guests;

Golf Club – minimum 35 guests.

8. Noise Restrictions & Curfews

All private venues across Hamilton Island have noise curfews that must be strictly adhered to by all groups and guests.

Main Pool – 10.30pm*

Beach Pavilion – 10.30pm*

Beach Pavilion – 9.00pm*

Catseye Beach – 10.00pm*

Barge Jetty – 10.30pm

Convention Centre – Midnight

Front Street – Midnight

Yacht Club indoor spaces – Midnight

Yacht Club outdoor spaces – 10.30pm

Levels of all amplified noise, included but not limited to entertainment, music, speeches & presentations, in these resort areas will be monitored and Hamilton Island Enterprises Limited reserves the right to reduce where necessary.

*These locations are directly adjacent to accommodation and therefore live entertainment is restricted to smaller acoustic style performances. Large production bands are not permitted. Please seek approval prior to booking entertainment for these venues.

9. Freight

HIW may be able to assist with transportation of freight for the event. Please contact us for further information.

Any items that have not been collected or has a courier arranged after the event will be disposed of within thirty (30) days.

10. Wedding Details

Whilst tide times and sunset times are suggested by HIW, it is your responsibility to ensure that the advised times are correct and that they suit your requirements for your Wedding. Venues that are typically affected by tide times include Catseye Beach and Frangipani Lawn and most couples prefer medium-high tide. Sunset time can affect the amount of time you have for photography which should be considered when selecting your date and ceremony time.

You are required to confirm in writing the particulars of all venues, beverages, entertainment, technical requirements, room set ups, starting and finishing times in connection with your Wedding. These details are required at twenty-eight (28) days prior to your Wedding date.

Guaranteed numbers: final attendance numbers must be notified to HIW at least twenty-eight (28) days prior to your Wedding. Any reduction in attendance numbers within twenty-eight (28) days prior to your Wedding will still be subject to charging at the full contracted amount.

11. Conduct of the Wedding

Your Wedding must be conducted in a safe, orderly and lawful manner. HIW may terminate your Wedding or guests will be asked to leave or be removed from Hamilton Island or the venue if HIW reasonably believes that your Wedding is not being conducted in a safe, orderly and lawful manner. HIW has no responsibility to you for any costs, damages or expenses that you may incur in relation to HIW's termination of your Wedding on this basis.

All guests must adhere to legislation regarding the responsible service of alcohol. Rapid intoxication drinks (shots, shooters, etc) and double shots are not sold at any venue after 10:00pm. Guests are only permitted to purchase two drinks at one time after 10:00pm.

BYO (bring your own) alcohol and/or food is not permitted in the reception venues or restaurants.

12. Ceremony

HIW advise the following additional conditions apply in relation to ceremony venues:

- One Tree Hill is unable to accommodate ceremonies at 4:00pm or onwards.
- Whitehaven Beach incurs additional costs, and timing and weight restrictions apply (see external supplier terms and conditions).
- qualia ceremonies are only for when you and your guests are staying at qualia. Additional restrictions apply, please consult your Wedding Coordinator for further details.
- For all ceremonies after 5:00pm (4:00pm at the Golf Course), additional fees will apply for accommodation for your celebrant/officiator and entertainer(s). This is charged back to your account. Prices for accommodation are subject to change based on demand and availability.

13. Reception

Your reception venue booking is not confirmed until you have received written confirmation from your Wedding Coordinator or HIW Sales Executive.

Where an outdoor venue is booked for either the ceremony or reception, a wet weather option will be chosen on your behalf. If, in the event of unfavourable weather, the wet weather option requires additional theming, this will be at your expense.

All details regarding your reception must be advised in writing to your Wedding Coordinator no less than twenty-eight (28) days prior to your function date.

In the event of unforeseen circumstances or a Force Majeure Event whereby your function cannot be held in your chosen venue, the venue reserves the right to supply any alternative venue in its place. All additional costs incurred through the moving of the event will be covered by HIW.

Entertainment or your music selection can only be utilised for functions where the entire venue has been booked for your function. This cannot be utilised in venues, such as restaurants, that are not fully booked by you. Additional fees will apply for accommodation for your entertainer(s). This is charged back to your account. Prices for accommodation are subject to change based on demand and availability.

Sole use fees, as noted throughout Hamilton Island's venue portfolios, are the minimum fees required to be paid to utilise the applicable area of that venue or the entire venue itself. These minimum fees as described can then be utilised towards the venue hire (if applicable) and food and beverage components of the function. Any shortfall in the minimum spend amount will be forfeited by you, and cannot be utilised for take away alcohol or be utilised outside the time period agreed upon in the sole use booking and standard agreed service period. Minimum catering requirements may be enforced.

These terms and conditions are in addition to those included for each individual restaurant or event space portfolio and your Wedding Coordinator will provide further details.

14. Suppliers

Hamilton Island is a private property, and only businesses or external suppliers who hold a licence or have an agreement to operate on Hamilton Island may supply their products and services on this private property. By booking your Wedding on Hamilton Island, you are engaging HIW to directly supply certain services as outlined below and to act as agent to assist with the booking of external suppliers.

Where goods or services are supplied from an external supplier additional terms and conditions may apply, such as additional deposits, earlier confirmation of final numbers or cancellation fees. You are responsible for any fees that may apply in relation to the supplier's terms and conditions. Please note some external suppliers charge a surcharge for public holidays.

HIW acts as an agent only for external suppliers and therefore the external suppliers hold responsibility and liability for their services. Any information regarding external suppliers in this contract is provided as a guide. It is your responsibility to familiarise yourself with the terms and conditions of your suppliers of choice prior to confirming their services.

HIW does not assume responsibility for the negligent acts nor omissions of such external suppliers who are selected by you.

To the extent permitted by the law, you agree to release, indemnify and hold harmless, HIW and its current and former officers, employees, contractors, sub-contractors/consultants (including their respective employees and contractors) and agents against, from and in respect of all expenses, costs, liabilities, claims, actions, proceedings, damages, judgments and losses of any kind whatsoever (including but not limited to consequential and economic losses, property loss/damage and damages for injury, including guest injury and death) arising out of, caused by, attributable to or resulting from external suppliers the subject of this contract except to the extent such expense, cost, liability, claim, action, proceeding, damage, judgement or loss arose out of, was caused by, attributable to or resulted from HIW's negligence, wrongful act/omission or breach of this contract.

To the extent permitted by law the aggregate of HIW's liability to you is limited to an amount not exceeding the amount paid by you pursuant to this contract.

Each indemnity in this contract is a continuing and independent obligation and survives the termination or expiry of this contract.

HIW provided services

Accommodation: <https://www.hamiltonisland.com.au/hotels-and-accommodation>

Vehicles/Transfers: Vehicles are available for the wedding party and two (2) other individuals (four (4) seats). If a vehicle is unavailable because of events outside of HIW's control, including but not limited to vehicle damage, HIW reserves the right to reduce availability of the vehicles for your Wedding transfers. HIW will use all reasonable endeavours to accommodate your Wedding transfers. Your Wedding transfer booking is not secured until receipt of the Wedding deposit is verified, and the availability confirmation of your chosen package is received in writing by you from your Wedding Coordinator. Please discuss transport options with your Wedding Coordinator.

Island Hair and Beauty: <https://www.hamiltonisland.com.au/day-spa/island-hair-and-beauty>

Hamilton Island Photography: <https://www.hamiltonisland.com.au/attractions-and-activities/hamilton-island-photography>

Floral Collections: <https://www.hamiltonislandretail.com/floral-collections.html>

Cakes, however subject to availability. Your Wedding Coordinator will discuss all the other details of your wedding with you and items will be set out on your event orders and statements.

Permitted External Suppliers

Please carefully review the terms and conditions of external suppliers set out below. These additional services if booked by you will be listed on the event orders and statements.

Wedding Cakes	https://www.sweetideaswhitsunday.com.au/copy-of-contact
Fireworks	https://skylighter.com.au/
Entertainment	https://www.totalentertainment.com.au/terms-conditions
Styling and Audio Visual	https://www.avpartners.com/terms-and-conditions/
Hamilton Island Air	https://www.hamiltonislandair.com/terms-and-conditions/
Alani	https://www.alaniexperience.com.au/
La Mar	https://mylamar.com.au/
Celebrants and Officiators	https://www.hamiltonislandweddings.com/officiators/

15. Cancellation, Postponement and Attrition Policy

Any part or total cancellation and/or postponement of an accommodation, venue or food and beverage booking must be received in writing and addressed to the Wedding Coordinator. The below policy relates to part or full cancellation of the Wedding.

A part cancellation is considered to be a reduction of guest numbers on any venue or food and beverage booking.

A full cancellation is considered to be the cancellation of the entire Wedding.

Cancellation Period	Cancellation Policy
<i>Twelve (12) to seven (7) months prior to Wedding date</i>	Full cancellations during this period will incur a cancellation fee of 25% of the Wedding contract price including as set out on event orders or statements and also any non-refundable supplier deposits or cancellation fees as outlined by the Wedding Coordinator.
<i>Six (6) to four (4) months prior to the Wedding date.</i>	Full cancellations during this period will incur a cancellation fee of 50% of the Wedding contract price including as set out on event orders or statements and also any non-refundable supplier deposits or cancellation fees as outlined by the Wedding Coordinator.
<i>Three (3) to two (2) months prior to the Wedding date.</i>	Full cancellations during this period will incur a cancellation fee of 75% of the Wedding contract price including as set out on event orders or statements and also any non-refundable supplier deposits or cancellation fees as outlined by the Wedding Coordinator.
<i>Within One (1) month or closer to the Wedding date</i>	Full cancellations during this period will incur a cancellation fee of 100% of the Wedding contract price including as set out on event orders or statements and also any non-refundable supplier deposits or cancellation fees as outlined by the Wedding Coordinator. Any reduction in guest numbers or partial cancellation will still incur 100% of the price.

Couples are permitted one (1) postponement of their Wedding date, where the new date is within the same financial year and agreed upon by HIW, pending availability of ceremony and reception locations. The new date will also need to be agreed upon by external suppliers for all product and service changes. HIW will need to be advised at least two (2) months prior to your current date that your preference is to postpone. Postponement advice received less than two (2) months prior to your current date may incur additional costs in accordance with the cancellation policy.

In the event you are forced to change the date of the Wedding due to a Force Majeure Event, HIW will take reasonable steps to transfer location, reservations, suppliers and HIW services to the new date. Additional service charges will be applicable in such event and these changes are ultimately at HIW's discretion.

You agree that in the event of a date change by you any expenses including but not limited to deposits and fees are the sole responsibility of you. You further understand that last minute changes may not be able to be accommodated and can also impact the quality of the event and that HIW is not responsible for these compromises in quality.

16. Cancellation, Postponement and Attrition Policy (External Suppliers – non-HIW suppliers)

Please note that external vendors booked through HIW on behalf of you may have additional cancellation policies separate from the above policy. Any cancellation charges incurred for the release of such items / activities, will be charged in full to you. Please confirm with the Wedding Coordinator if such policies exist.

17. Deposit Policy

The costs outlined in this contract are based on payment by cheque, bank cheque or direct deposit to our bank account. Credit card payments will be accepted however a charge for this service will apply as follows:

American Express, Visa or Mastercard 1.25% of deposit amount

Our bank details are as follows:

Bank: Westpac Banking Corporation
Account Name: Hamilton Island Enterprises Limited
BSB Number: 034 202
Account Number: 100 072
SWIFT Code (international): WPACAU2S

Please include the unique Wedding code: **#«Booking:CityLedger»** when making payment to ensure that the funds are allocated to the master account.

Please email confirmation of payment when money has been deposited to weddings@hamiltonisland.com.au.

Prompt payment of the deposits as per the schedule below is required. Reception function space reservations will be released if deposits are not received in accordance with the deposit schedule outlined below as well as late payment penalties being incurred. Please note that any cancellation fees will be deducted automatically from the deposit.

18. Event Deposit and Payment Policy

The deposits below are calculated conservatively on the estimated total event spend (total on island spend, as detailed in the contract deposit calculation). All monies must be paid prior to the event. This statement must be confirmed within two (2) business days of being corrected or requiring amendment. Final payment must be received within fourteen (14) days from the date of the invoice for the amount outstanding. Should monies be owed by HIW, prompt payment will be made upon reconciliation of the account.

	Due Date	Deposit Amount / Details
Contract Signed – First Deposit	14 days from today - [insert date]	\$XX (Wedding package deposit & Reception deposit)
Second Deposit	90 days after contract signed - [insert date]	\$XX + any non-refundable supplier deposits
Third Deposit	180 days prior to Wedding date - [insert date]	\$XX + any non-refundable supplier deposits
Fourth Deposit	90 days prior to Wedding date - [insert date]	\$TBA by Wedding Coordinator
Final Pre-Payment	30 days prior to Wedding date - [insert date]	\$TBA by Wedding Coordinator

19. Settlement of Final Account

You must pay HIW in accordance with this contract and the event orders and statements provided by HIW to you. Each party signing this contract is jointly and severally liable for payment.

Full payment for your Wedding as set out in HIW's statement is required twenty-eight (28) days prior to your Wedding date. HIW reserves the right to cancel proportionate services if full payment is not received in accordance with this clause including release of venue reservations and/or suppliers.

A statement will be forwarded to you following the Wedding by the Wedding Coordinator if there is a balance outstanding. This statement must be confirmed within two (2) business days of being correct or requiring amendment, upon which a final tax invoice will be issued. Final payment must be received within fourteen (14) days from invoice date for amount outstanding. If payment is not made in accordance of these terms HIW may (in addition to any other rights it might have) charge interest at a rate of 8.5% per annum on the overdue account. Interest shall accrue from the last date for payment of each account.

Acceptable form of payment shall be direct deposit to our bank account. As mentioned in the deposit policy, payment may be made by credit card however a charge for this service will apply as follows:

American Express, Visa or Mastercard 1.25% of deposit amount

Our bank details are as follows:

Bank: Westpac Banking Corporation
 Account Name: Hamilton Island Enterprises Limited
 BSB Number: 034 202
 Account Number: 100 072
 SWIFT Code (international): WPACAU2S

Please include your unique city ledger, 13F6XV when making payment to ensure that the funds are allocated to your master account.

Please email the remittance of payment to accountsreceivable@hamiltonisland.com.au and your Wedding Coordinator.

20. Settlement of Final Incidental Accounts

Individual incidental accounts must be settled upon check-out. Acceptable forms of payment are EFTPOS or credit card - credit card charges apply as follows:

American Express, Visa or Mastercard	1.25% of deposit amount
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Hamilton Island is a cashless environment, and we do not accept cash at any of our outlets. Cash deposits and withdrawals can be made using the Bank@Post service at the Australia Post office on Front Street., where cash can also be exchanged for pre-paid or top-up Mastercards.

21. Force Majeure

21.1 Force Majeure Event means any of the following events or causes which are beyond the control of the party claiming Force Majeure, including but not limited to:

- (a) acts of God, specifically storms, lighting, cyclones, earthquakes, natural disasters, actions of the elements, floods, landslides and mudslides;
- (b) civil riots, rebellions, revolutions, terrorism, civil commotion, insurrections and military and usurped power, malicious damage, sabotage, acts of a public enemy and war (declared and undeclared);
- (c) fire or explosion within Hamilton Island; or
- (d) damage to, or destruction of, Hamilton Island.

21.2 If either party (Affected Party) becomes aware of any matter likely to constitute a Force Majeure Event which may impact on the Affected Party's ability to comply with its obligations under this contract, the Affected Party must immediately give notice of that matter and all relevant particulars to the other party.

Within three (3) business days after becoming aware of the occurrence of a Force Majeure Event, the Affected Party must give to the other party notice containing full particulars of the Force Majeure Event including its nature and likely duration, the obligations affected by it and the nature, extent and likely duration of its effect on the Affected Party's ability to perform those obligations (Suspension Notice).

Following the issue of a Suspension Notice, the Affected Party must keep the other party informed at reasonable intervals of:

- (a) the likely duration of the applicable Force Majeure Event and of its effect on the Affected Party's ability to perform its obligations under this contract;
- (b) the actions taken or the actions proposed to be taken by the Affected Party to mitigate or minimise the effects of that Force Majeure Event; and
- (c) any other matter relevant to that Force Majeure Event or the Affected Party's obligations affected by that Force Majeure Event.

21.3 To the extent that the performance by the Affected Party of its obligations is prevented or delayed by a Force Majeure Event, the Affected Party's performance of its obligations under this contract will, subject to clause 21.4, be suspended to that extent from the date the Affected Party gives a Suspension Notice in respect of that Force Majeure Event until the Affected Party ceases to be so prevented or delayed (Cessation Date).

21.4 During the suspension of any obligation under clause 21.3 the Affected Party must use its best endeavours (including incurring any reasonable expenditure of funds and rescheduling of manpower and resources) to remove or mitigate the preventing or delaying effect of each Force Majeure Event on the Affected Party's performance of the applicable obligations under this contract.

21.5 The Affected Party must give immediate notice to the other party of the Cessation Date and must immediately after the Cessation Date resume performance of the applicable obligations suspended as a result of the particular Force Majeure Event.

22. Release, indemnity and proportionate liability

To the extent permitted by the law, you agree to release, indemnify and hold harmless, HIW and its current and former officers, employees, contractors, sub-contractors/consultants (including their respective employees and contractors) and agents against, from and in respect of all expenses, costs, liabilities, claims, actions, proceedings, damages, judgments and losses of any kind whatsoever (including but not limited to consequential and economic losses, property loss/damage and damages for injury, including guest injury and death) arising out of, caused by, attributable to or resulting from the Wedding the subject of this contract except to the extent such expense, cost, liability, claim, action, proceeding, damage, judgement or loss arose out of, was caused by, attributable to or resulted from HIW's negligence, wrongful act/omission or breach of this contract.

To the extent permitted by law the aggregate of HIW's liability to you is limited to an amount not exceeding the amount paid by you pursuant to this contract.

Each indemnity in this contract is a continuing and independent obligation and survives the termination or expiry of this contract.

HIW is not responsible for any loss arising out of any occurrences or conditions beyond its control, including but not limited to acts of terrorism, act of God, defects in vehicles, war, trikes, theft, delay, cancellation, civil disorder, disaster, Government regulations or changes in itinerary or schedule. All travel documents, observance of laws and Government regulations are your responsibility.

23. Directions and Compliance with Laws

You, and respective employees, agents and contractors, must comply with HIW's reasonable directions and all applicable laws and regulations while facilitating the Wedding if on site at Hamilton Island and/or Dent Island.

HIW prioritises the safety and wellbeing of its valued employees and guests. HIW will not tolerate verbal or physical abuse of its employees or guests. Any such incident of abuse may lead to consequences, including but not limited to those responsible being asked to immediately leave Hamilton Island's resort locations.

You are responsible for all loss and damage to the property of HIW (including the resort premises and any fixtures, furnishings or goods on or off the resort) caused by or arising from any act or omission by you, your guests or any other persons attending your Wedding or present in the resort rooms.

You must ensure that nothing is nailed, screwed or adhered in any way to any wall, door or other part of the building unless prior permission is granted by the HIW.

24. Disputes

24.1 If any disputes arise between the parties, either party may by notice to the other party refer the dispute to a panel for resolution. The notice must state the basis for the dispute. The panel must consist of a representative of each party which representative must have the authority to bind the party it represents. The panel is to determine its own procedures for meeting. Decisions of the panel may only be made by unanimous agreement of the panel. If a dispute is referred to the panel, the panel must meet and endeavour to resolve the dispute within ten (10) business days of the giving of a notice of dispute by a party. Any decision of the panel is binding on the parties. If the panel does not resolve the dispute within fifteen (15) business days the panel must refer the matter for mediation under clause 24.2 immediately after expiration of this period.

24.2 If the parties are unable to resolve any dispute in accordance with clause 24.1, the parties must refer the dispute for mediation by an independent mediator (Mediator) agreed between the parties, or if the parties cannot agree, appointed by the President or acting President of the Queensland Law Society. The parties agree that the place for resolution of the dispute will be in Brisbane at a place nominated by the Mediator; and the parties must bear their own costs and contribute equally to the Mediator's fees.

24.3 Neither party is entitled to commence or maintain any action in relation to a matter referred to in this clause until the matter has been referred to mediation.

24.4 Nothing in clause 24.3 prejudices the right of a party to institute proceedings to enforce payment due under this contract or to seek injunctive or urgent declaratory relief in respect of a dispute under clause 24 or any matter arising under this contract.

25. Insurance

We recommend you obtain any insurances applicable to attendance at the Wedding or your stay.

26. Termination

This contract may be terminated by a party:

(a) for failure to pay an amount pursuant to the terms of this contract; or

- (b) for a breach of the terms of this contract, provided that seven (7) days' notice is provided to the defaulting party, this notice sets out the breach and the breach is not remedied within the seven (7) days.

The terms of this contract in respect to cancellations, deposits and refunds still apply provided that HIW is not in breach of this contract.

27. Severability

If any provision of this contract is unenforceable, illegal or void, the offending provision will be removed without effecting the remaining provisions which will remain in full force.

28. Amendments

Any change to or variation of this contract must be in writing and mutually agreed to by the parties.

29. Electronic Signing and Counterparts

This contract 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 contract. Where the parties sign this contract 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 contract on the grounds of consent or effectiveness of the chosen method of execution.

30. Governing Law

This contract is governed by and is to be construed in accordance with the laws of Queensland and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of Queensland unless Federal law applies.

31. Notices

Any notice given under this contract must be in writing addressed to the contact details set out in the table at the commencement of this contract. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of five (5) days in the case of post, or at the time of transmission in the case of transmission by email.

32. GST

Any HIW amounts referred to in this contract are inclusive of GST. If a party makes a taxable supply in connection with this contract for a consideration representing its value, then the party liable to pay for the taxable supply must also pay the amount of any GST payable in respect of that taxable supply.

33. Privacy and Marketing

At various times the HIW may collect personal information about you and/or persons accompanying you during your booking process and your stay at Hamilton Island. HIW handles all personal information in accordance with its privacy policy and applicable privacy laws. The Hamilton Island Privacy Policy is available at <https://www.hamiltonisland.com.au/privacy-policy> for your review. HIW may use photos or videos in its marketing material. If you do not wish to have photos or videos included in marketing material please inform your Wedding Coordinator.

Acceptance

Please sign and return the original copy of this contract acknowledging your acceptance of the terms and conditions contained herein.

Return address: Via email to weddings@hamiltonisland.com.au

Accepted by _____

Signature _____

Date _____

We look forward to welcoming and assisting «Booking:Account:AccountName» with what should be a most memorable Wedding on Hamilton Island. Should you require additional information please feel free to contact me on [insert phone number].

Yours sincerely,

[insert name]

Hamilton Island Enterprises Limited