

TERMS & CONDITIONS

Select Retreats Properties in Queensland



Terms and Conditions

Select Retreats uses The Boutique Collection as property managers for Northern Queensland Properties.

"The Boutique Collection" means The Boutique Collection Pty Ltd and/or 2020 Management Pty Ltd

- 1) All parties agree to abide by these Terms and Conditions.
- 2) All properties managed by The Boutique Collection are privately owned and managed offsite. Contact The Boutique Collection for offsite check in procedures.
- 3) a) Apartments - Bookings cancelled at least 14 days prior to the arrival date will incur no additional cancellation penalty beyond the original deposit for all accommodation.
- 3) b) Holiday Homes - Bookings cancelled at least 30 days prior to the arrival date will incur no additional cancellation penalty beyond the original deposit for all accommodation.
- 4) a) Apartments - Bookings cancelled during the 14 day period prior to the arrival date will incur a cancellation fee equal to 100% of the total tariff for that booking.
- 4) b) Holiday Homes - Bookings cancelled during the 30 day period prior to the arrival date will incur a cancellation fee equal to 100% of the total tariff for that booking.
- 5) Changes to an existing booking will incur a minimum administration fee of \$25 each time the existing/processed booking is changed (excluding cancellations).
- 6) It is at The Boutique Collection's sole discretion as to what monies are refundable.
- 7) When a property or room is booked through The Boutique Collection, the customer named on the Booking Confirmation is liable for any damage caused to the room or property and any missing items. If any damage is caused to, or any items are missing from, the property or room, the customer gives The Boutique Collection authority to debit the customer's credit card for the costs of any repairs or replacement of the said items.
- 8) If a customer arrives at the property and does not like the accommodation that he/she has chosen, he/she will be liable for the full balance owed, unless it can be proven without a reasonable doubt that he/she did not get what was promised on the Confirmation Form or what was depicted on the website, with consideration to Clause 9.
- 9) The majority of properties are strata titled. This means that each property within the complex is owned by a different person. Because of this, the furnishings in each property can vary. On our websites we have displayed photos of typical properties. These are neither the best properties, nor the worst. The photos are used as a guide only, and neither The Boutique Collection or property can be held responsible if a particular property does not look exactly like the photos on our websites.
- 10) The customer gives The Boutique Collection and/or the supplier (with the consent of The Boutique Collection) authority to debit his/her credit card for any monies owing for his/her booking, in accordance with these Terms and Conditions.
- 11) It is the responsibility of the customer to check if they have made a reservation to stay during a Special Event and if so to check if any additional fees and charges may apply during this time to a 3rd party for access to a restricted area which can include the accommodation. It is the responsibility of the customer to ensure they have the appropriate accreditation to access the accommodation and have paid applicable charges. The Boutique Collection will not take responsibility for customers who fail to do this. Examples of such events are Cairns Amateurs, Davis Cup, Cairns Festival
- 12) In the event of extreme hardship being caused to a customer, in the opinion of The Boutique Collection, The Boutique Collection reserves the right to cancel a booking and relinquish all responsibility on money owing by the customer to the client.
- 13) The customer agrees to indemnify The Boutique Collection for any action taken by the client against The Boutique Collection in relation to the customer and/or his/her reservation.
- 14) The client agrees to indemnify The Boutique Collection for any action taken by the customer against The Boutique Collection in relation to the client and/or the customer's reservation.
- 15) If The Boutique Collection elects to cancel a booking, it is at the total discretion of The Boutique Collection as to whether a customer receives a refund. If called upon to do so, the client agrees to refund a deposit.
- 16) The Boutique Collection advises customers to take out travel insurance to cover their obligations under

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- 17) A booking is not confirmed unless The Boutique Collection has sent written confirmation.
- 18) In the event that there is a problem with the products and services booked through The Boutique Collection, all customers are to contact The Boutique Collection FIRST! The Boutique Collection will not accept responsibility for problems if the customer does not alert The Boutique Collection to the problems first.
- 19) If a customer fails to pay monies when owed, The Boutique Collection reserves the right to deem this as a cancellation and cancel the booking. Should this happen, the customer will forfeit his/her deposit if the booking is cancelled within 14 days for apartments or 30 for holiday homes of the arrival date of the booking.
- 20) If final payment is to be debited automatically from the customer's credit card, this will be done 14 days for apartments and 30 days for holiday homes prior to check in. If the day of check in falls on a Public Holiday or weekend, the funds will be debited the business day prior. The card holder gives The Boutique Collection authorisation to do this.
- 21) Any payments that were taken from a credit card, and which need to be refunded, will incur a 5% refund charge.
- 22) All parties agree that reservations made with The Boutique Collection are governed by Queensland law and all proceedings between the parties should be filed in a Queensland Court. Should a proceeding be filed in a court located in any other State, all parties agree to have the proceedings moved to the closest Court to the head office of The Boutique Collection.
- 23) The Customer agrees that the accommodation is booked only for the number of people actually stated on the Confirmation. Any additional people will be charged for at the applicable client's nightly rate. The Customer gives The Boutique Collection and/or the Client the authority to charge the customer's credit card for any such additional people.
- 24) The majority of properties are strata titled. This means that each property/house/room type within the complex is owned by a different person. If for any reason the property/house/room type becomes unavailable even through the customer has a confirmed booking The Boutique Collection may need to relocate to a different property/house/room type. The Boutique Collection will not be held liable for any change, additional charges may be required for a relocation.
- 25) a credit card imprint is required at the time of check-in, to cover incidentals. If the customer does not have a credit card, then a cash bond is often required. It is at each Client's discretion as to whether they require a credit card imprint or a cash bond. Standard bond requirements are \$200 minimum in a One Bedroom property, \$400 minimum in a Two Bedroom property and \$600 minimum in a Three Bedroom property.
- 26) All customers of The Boutique Collection must be at least 18 years of age.
- 27) Any accommodation booked with The Boutique Collection is for accommodation purposes only and expressly prohibits the use of this accommodation for anything other than this purpose. The Boutique Collection expressly prohibits the use of it's accommodation for functions, gatherings or parties or any other purpose which would interfere with the comfort of other guests and facilities.
- 28) All deposits paid to The Boutique Collection are non refundable or transferable, except under Clause 11 of these Terms and Conditions.
- 29) Accommodation that is booked as a package including flights 50% deposit is required to confirm booking. The balance is due 30 days before arrival.