

TERMS & CONDITIONS

These terms and conditions apply to bookings you make with us over the phone, via email, in-person or online. We will rely on the authority of the person making the booking to act on behalf of any other traveller on the booking and that person will bind all such travellers to these terms and conditions.

Prices:

All rates are quoted in AUD and are inclusive of GST (Goods & Services Tax). Our ABN number is 51 622 987 222. All prices are subject to availability.

Check In Policy

You must be over 18 to make a booking on our website or any of our other booking channels. Valid photo ID is required for all guests in the room. No visitors allowed above the maximum occupants in the room, or without valid photo ID.

Guests under the age of 18 need to be accompanied by a parent/legal guardian and all bookings where a parent/legal guardian does not remain in the hotel with the minors will be cancelled without refund and the minors evicted from the premises.

Deposit Policy

We require a payment for the first night accommodation. The rest of the payment will be taken on arrival.

Please note the credit card used for the payment and photographic ID must be provided on arrival.

Please contact reception if you wish to use different credit card which won't be available to present on arrival

Reception email: info@ioh.com.au or phone (08) 9341 11 22

Bond

On check in, a credit card pre-authorisation of \$100 or a cash bond of \$200 is required.

Please note the pre-authorisation can hold for up to 5-10 business days, depending on the guests own bank hold policies.

Guests are responsible for any damage to the room, loss of hotel items or disturbance to other guests during their stay and are liable for all repair/replacement/refund costs.

Cancellation Policy

If less than 24 hrs notice of cancellation is given a fee of one nights tariff is liable by the guest

Children Policy

Children under 18 must be supervised on the premises all the time. Please check the maximum number of adults/children allowed in different room types. Children under 12 years of old can stay in the hotel free of charge when using existing bedding. Additional guest fee of \$25 will be applied where an extra bed is required in the room. Children must be supervised at all the times.

Pool & Spa Facilities

The pool and spa facilities are available for use from 7am until sunset daily. Please familiarize yourself with scheduled events in the pool area that may impact upon your usage of the area. We will endeavour to notify all guests if an event is scheduled with the option to change your booking dates to be made available and guests can view the calendar of events on our website www.indianoceanhotel.com.au

Smoking

Smoking is permitted only in designated areas and on the balconies of smoking floors in the hotel. Smoking is not permitted indoors. Failure to adhere will result in an extra cleaning fee being charged.

Alcohol

No alcohol can be brought on to the premises. Alcohol can be purchased at the hotel reception or at the bar during opening hours.

Car Parking

Guests park their vehicles in our carpark at their own risk. The hotel takes no responsibility for guests vehicles or items within. We provide a gated parking area next to the hotel from 8pm - 6am.

Live Music

We have live music in the Indi Bar Wednesday - Sunday every week. If you feel this may cause a disturbance to your stay, we suggest booking our Standard Rooms which are the furthest from the bar. Tickets are required to enter the bar during evening shows. These can be purchased via Oztix or our website www.indianoceanhotel.com.au

Other

Guests causing a disturbance to others guests or staff, will be evicted without any bond refund.

Pets are not allowed in hotel rooms and may not be kept in the carpark or in your vehicle.

Personal items left behind in the room after check out will be held in Lost & Found for a period of 4 weeks only, and then donated to charity.

Indian Ocean Sunset Pty Ltd trading as the Indian Ocean Hotel ("Indian Ocean Hotel")

1. Introduction

Indian Ocean Hotel provides its services to you at its website at www.indianoceanhotel.com.au ("Website") subject to the terms set out in these Terms and Conditions ("this Agreement"). This Agreement forms part of and should be read in conjunction with the Indian Ocean Hotel "Privacy Policy" and Reservation Form found at the Website.

By using the Website you agree, without limitation or qualification to all of the terms set out in this Agreement, the Reservation Form and the Privacy Policy.

The Indian Ocean Hotel reserves the right to change from time to time any of the terms in this Agreement by general notice on the Website, and by using the Website you agree in advance to accept such changes. This Agreement may not be otherwise amended.

2. Services

The Indian Ocean Hotel provides a membership and reservation service at its Website allowing you to reserve a room at the Indian Ocean Hotel subject to availability and other terms and conditions set out in this Agreement and to provide offers or promotions ("Promotions") on the Website ("Service").

You acknowledge that the Service provided to you is not fault free and relies on factors outside the control of the Indian Ocean Hotel. The Service is provided to you at such times and by such means as the Indian Ocean Hotel decides from time to time.

3. Registration Obligations

By the Indian Ocean Hotel providing the Service to you, you agree to provide accurate and up to date information as requested and keep that information up to date and accurate.

4. Rate

All room rates set out on the Website ("Rates") are per room per night based on single or double occupancy, unless otherwise stated.

All Rates are inclusive of the Australian Goods and Services Tax (GST). Rates on special Promotions and hotel packages are subject to limited availability and may not be available every night. In addition, these rates may not be applicable in conjunction with other promotions, group or conference bookings. Please consult the Indian Ocean Hotel Reservation Department for further clarification.

The Rates may increase without notice due to changes in, or imposition of new government charges, taxes or levies. The Rates are subject to changes without notice. The Rates only apply to reservations made at the Website.

5. Guarantee Reservation and Cancellation Policy

Once your reservation is confirmed your credit card will be used as a form of guarantee for the reservation. Any cancellation will need to be received by the Indian Ocean Hotel 24 hours prior to day of arrival Western Australian Standard Time. Failure to do so may result in a penalty charge processed through to your credit card to the value equal to 1 night's room rate. Subject to the Indian Ocean Hotel occupancy, reservations cancelled on the day of expected arrival may incur a cancellation fee.

6. Promotions

The Indian Ocean Hotel may make information regarding Promotions available on the Website. The Promotions are subject to any specific terms and conditions set out in each Promotion in addition to the terms and conditions set out in this Agreement. The Indian Ocean Hotel reserves the right to change, modify or withdraw any Promotion at any time.

7. Prohibited Use

By using the Service you agree that you shall not: a. use the Website for a purpose that is unlawful or prohibited under this Agreement; b. disrupt or interfere with the Service or servers or networks connected to the Service; c. use any information for commercial reasons; and d. modify, copy, transmit, display, reproduce, publish, create derivative works from, transfer or sell any information on the Website.

8. Suspension of Service

The Indian Ocean Hotel may from time to time without notice modify, discontinue or suspend the Service and you acknowledge that the Indian Ocean Hotel will not be liable for any suspension, modification, discontinuance or termination of the Service at any time and for any reason whatsoever.

9. Changes to the Service

You acknowledge that the Indian Ocean Hotel reserves the right to change or modify the products, services and programs described at the Website at any time without notice and without liability.

10. Limitations on Liability

You acknowledge that:

- a. the Indian Ocean Hotel or its suppliers are not liable to you or any other person for any cost, loss or liability (including loss or profit or other consequential damage) arising out of or in connection with the provision of the Service, any information or material issued on the Website or for any other matter arising out of or in connection with this Agreement;
- b. the Indian Ocean Hotel provides the Service on an "as is" basis and without any warranty or condition expressed or implied. To the extent permitted by law, the Indian Ocean Hotel and its suppliers disclaim all implied warranties and conditions, including without limitation implied warranties and conditions on title, merchantability, fitness for a particular purpose and non-infringement; and
- c. the following applies if the Australian Trade Practices Act 1974 applies to you. Where any legislation implies any term or warranty that cannot be excluded, then that implied term or warranty will be deemed to be included. However, the Indian Ocean Hotel liability for any breach of such implied term or warranty will be limited where so permitted to:
 - i. if the breach relates to goods:
 - the replacement of the goods; or
 - the repair of such goods; or
 - the payment of the costs or replacing the goods; or •

- the payment of the costs of repairing the goods; and

ii. if the breach relates to services:

- the supplying of those services again; or
- the payment of the costs of having those services supplied again.

11. Indemnity

You agree to indemnify the Indian Ocean Hotel and its affiliates, officers, employees and agents harmless from any claim or demand made by any third party arising out of or in connection with your breach of this Agreement.

12. Links

The Service may provide links to other websites. As the Indian Ocean Hotel has no control over the linked website, you acknowledge that the Indian Ocean Hotel is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with reliance on such information or material contained on the linked website.

13. Copyright

The material used and displayed on the Website for the provision of the Service including but not limited to text, software, photographs, graphics, illustrations and artwork of video, music, sound and names, logos/trademarks are the property of the Indian Ocean Hotel or its licensors and are protected under copyright and other laws and you agree not to use such materials without the Indian Ocean Hotel prior written consent.

14. Assignment

You cannot assign your rights under this Agreement or any other agreement with the Indian Ocean Hotel without the prior written consent of the Indian Ocean Hotel.

15. Governing Law

This Agreement is governed by the laws of Western Australian and the parties submit to the jurisdiction of the Western Australia Courts.

16. No Agency

You and the Indian Ocean Hotel are independent contractors and no agency, partnership, joint venture or employee-employer or any other relationship is intended or created by this Agreement.

17. Entire Agreement

This Agreement, the Reservation Form and the Privacy Policy sets out the entire understanding and agreement between us.

18. Failure to Act

The failure by the Indian Ocean Hotel to act with respect to a breach by you or others does not waive the Indian Ocean Hotel rights to act with respect to any other breaches.

19. No Guarantee

The Indian Ocean Hotel does not guarantee continuous and uninterrupted access to the Services and operation of the Website due to numerous factors which may occur outside the Indian Ocean Hotel control.

Privacy Policy (Indian Ocean Sunset Pty Ltd)

Introduction

Indian Ocean Hotel has created this Privacy Policy to demonstrate its commitment to your privacy while visiting its website at www.indianoceanhotel.com.au ("Website")

This Privacy Policy sets out how Indian Ocean Hotel will handle personal information which you provide to it as a user of the Website.

The terms of this Privacy Policy form part of and should be read in conjunction with the Indian Ocean Hotel "Terms and Conditions" and Reservation Form found at the Website.

Indian Ocean Hotel may edit this Privacy Policy from time to time.

Collection and Use of Personal Information

- Indian Ocean Hotel will only collect personal information when you make a reservation, register as a member or when you participate in any promotions or competitions run by Indian Ocean Hotel from time to time.
- When you make a reservation or register as a member with the Indian Ocean Hotel we ask you for your name and company name, if applicable, address, email, phone, fax, credit card number, cardholder's name and card expiry date. In respect to reservations, the Indian Ocean Hotel will contact you by email or otherwise confirming your reservation based on the availability of our rooms and for the authentication of your credit card.
- If you do not provide us with all personal information we request we will not be able to accept your reservation or membership.
- For membership only we will use your personal information to contact you regarding our promotions and for marketing purposes. If you do not wish us to do so, you may opt out by sending the Indian Ocean Hotel an e-mail which contains the details of your original e-mail address and by placing the words "unsubscribe" in **the subject section of the email message**.

Disclosure and Information Sharing

The Indian Ocean Hotel will not sell your personal information to any third party.

Indian Ocean Hotel will only disclose your personal information where:

- we have your consent to share the personal information;
- we are required by law to do so;
- we deem it necessary to provide you with services you have requested;
- our Terms and Conditions state we will;
- we reasonably believe that use or disclosure is necessary to prevent or lessen a serious and imminent threat to an individual's life, health or safety or a serious threat to public health or safety; or
- we have reason to suspect that unlawful activity has been, is being or may be engaged in and the use or disclosure of your personal information is a necessary part of any investigation of the matter or in reporting our concerns to relevant persons or authorities.

Cookies

Cookies are used on the website.

Changing Your Personal Information

For membership only, should you wish to change the personal information provided by you at registration. You can do so by sending an e-mail to info@ioh.com.au. We would ask that you promptly update your information if it changes.

Security

In order to protect the personal information we hold from misuse, loss, unauthorised access, modification or disclosure we use industry standards efforts to safeguard the confidentiality of that information. If we no longer need your personal information or if you request us to disregard your personal information we will delete and destroy all your personal information from our Website database at your request unless any charges for accommodation provided by the Indian Ocean Hotel are owing in which case your personal information will be kept on file until payment is made in full by you.

Links

The Website may be linked to other websites. Indian Ocean Hotel has no control over the linked websites and is not responsible for the privacy practices of those sites.

General

- Given the purpose of the Website it is not practical to deal with you anonymously.
- We will not collect sensitive information about you without your prior consent.
- Children are not eligible to use our services unless in conjunction with parents or guardians.
- If you have any questions on this Privacy Policy send an email to info@ioh.com.au.