

IMPORTANT

Please read these terms and conditions carefully.

All bookings made via Participating Websites or with President Holiday Apartments directly are made subject to these terms and conditions and the person making the booking will be deemed to have accepted these Terms and Conditions on behalf of all persons who will be staying at the Participating Property under the booking once any payment is made in relation to the booking.

Bookings may also be governed by and subject to additional terms and conditions which are applied by individual Participating Properties. These terms and conditions may relate to items such as payments, deposits and cancellations and you should confirm the exact conditions directly with the Participating Property before booking. If there is any inconsistency between the Participating Property terms and conditions and these Terms and Conditions, the latter will prevail.

For Bookings of 90 or more days you may be required to enter into a permanent rental agreement with the Participating Property in which case you will be bound by both the permanent rental agreement and these terms except to the extent of any inconsistency in which case the former will prevail to the extent of that inconsistency.

If booking via your Travel Agent the terms and conditions provided by your Travel Agent will apply to your booking and you should ask your Travel Agent for a copy of these terms and conditions.

Some Terms and Conditions vary according to the property type (for example capital or non-capital city properties) or according to booking type (for example Peak Season Bookings and Advance Purchase Bookings). You should ensure that you read the Terms and Conditions carefully to ensure you are aware of the Terms and Conditions which apply to your particular booking.

Except if any part of your booking falls on a date which is classified as a Peak Season Booking date then your entire booking will be deemed a Peak Season Booking and any terms or conditions which apply to Peak Season Bookings will apply to your entire booking.

Any prices, fees, deposit amounts or charges which are specified or referred to in these terms and conditions are in the same currency as the booking to which they relate.

Definitions

In these Terms and Conditions:

“Advance Purchase Booking” means a booking at any Participating Property which is advertised as an Advance Purchase Booking or which you have been notified by President Holiday Apartments is an Advance Purchase Booking or which is listed on a Participating Website as an Advance Purchase Booking.

“Best Available Rate” means the best rate available on any given day for a particular Participating Property

“Child” has the meaning given in clause 21.

“Infant” has the meaning given in clause 21.

“President Holiday Apartments” means Tri – President Pty Ltd trading as President Holiday Apartments.

“Participating Properties” means any property associated with President Holiday Apartments, Resorts and Hotels.

“Peak Season Booking” means a booking at any Participating Property which is advertised as a Peak Season Booking or which you have been notified by President Holiday Apartments is a Peak Season Booking or which is listed on a Participating Website as a Peak Season Booking. View schedule of Please make sure that all the urls in the page are absolute urls as this page will be used in the Mobile Site .. [Peak Season Booking Dates and Events](#).

“Standard Booking” means a booking at any Participating Property other than an Advance Purchase Booking or Peak Season Booking.

“You” and “Your” mean the person who is making the booking.

Photographic Identification

When you check-in you may be asked to provide photographic identification.

If you are unable to provide such identification your booking may be cancelled and you may be liable to pay President Holiday Apartments an amount equal to the full booking amount plus any other costs incurred by President Holiday Apartments in connection with the booking. Accordingly, any pre-payment you have made in relation to the booking will be forfeited to President Holiday Apartments under this term.

How To Book / Quotes and Reservations

Bookings, other than Advance Purchase Bookings, can be made online via any of the Participating Websites or with President Holiday Apartments direct by calling + 61 7 5538 1944 if calling from overseas.

Advance Purchase Bookings may only be made online via any of the Participating Websites.

Bookings may only be made by emailing presidentholidayapartments@bigpond.com or by calling +61 7 5538 1944

Bookings are subject to the availability and applicable pricing of the relevant Participating Property at the time of the booking and some conditions and/exclusions may apply including but not limited to minimum stay requirements.

Any quote given is an estimate only of price and the price will only be confirmed once a payment is made on the booking and you receive written advice from President Holiday Apartments that the payment has been received and the booking has been confirmed.

Any confirmed price is subject to change if:

A payment which is due on a booking is not received by President Holiday Apartments by the date the payment is due; or there is a change in or imposition of a government charge, tax or levy which entitles or necessitates President Holiday Apartments

changing the price of your booking.

Any details relating to your booking are amended, for example your dates of stay, your room type or the number of persons staying under your booking, in which case clause 9 will apply.

If the price of a booking is changed under clause 4.6 you may pay the new price for your booking or cancel your booking and receive a full refund.

If you reasonably believe a written confirmation or invoice which has been provided to you is incorrect, you can request that President Holiday Apartments reissue that written confirmation or invoice and you may either pay the amount specified on the reissued written confirmation or invoice by the date which it is specified as being due, or cancel your booking.

Payment

Payments may be made by Visa, Mastercard, Diners and American Express, Australian Dollar personal or bank cheques/drafts or Telegraphic Transfer (allow 7 days transaction time) unless the rates for a Property are specified in US Dollars in which case Diners cannot be used.

A 2% surcharge will apply to all credit card and debit card transactions however no surcharge will apply to payments made using internet banking.

President Holiday Apartments accepts no responsibility for monies paid by you to a travel agency until cleared funds are received in the bank account of President Holiday Apartments.

Deposit and Final Payment

For bookings other than Advance Purchase Bookings, a non-refundable deposit of 20% per booking must be received immediately to confirm your booking and if the total cost of your booking is less than \$200, full payment is required at the time of booking.

For Standard Bookings full payment must be received at least 14 days prior to your scheduled day of arrival or, if your booking is made within 14 days of your scheduled day of arrival, at the time of booking.

For Peak Season Bookings full payment must be received at least 30 days prior to your scheduled day of arrival or, if your booking is made within 30 days of your scheduled day of arrival, at the time of booking.

For Advance Purchase Bookings a non-refundable payment of the entire amount payable per room must be received immediately at the time of booking to confirm your booking.

Unless otherwise advised by the President Holiday Apartments, payments may be made at the reception desk by cash, credit card or EFTPOS.

If any deposit or final payment is not received by the due date, President Holiday Apartments reserves the right to cancel the booking and any monies paid by you in relation to your booking will be forfeited to President Holiday Apartments.

Once final payment of your booking has been made confirmation of that payment and your booking will be sent to you via email or post to the email or postal address you provided at the time you made the booking.

Rates and Charges

The currency applicable to any quoted rates will be specified with the quoted rate. All quoted rates are subject to change at any time until full payment is received.

Quoted rates are inclusive of all compulsory government or regulatory charges and taxes (for example GST) where applicable.

Quoted rates do not include transport to or from the President Holiday Apartments or items of a personal nature including but not limited to laundry, telephone, taxis, room service, meals or transfers, airport taxes), unless otherwise indicated.

Some rates which are quoted are valid only for a minimum number of nights and if the number of nights included in your booking changes the rate may also change.

For information on rates for Children, Infants and extra persons, please refer to clauses 21 and 22.

Please visit the relevant President Holiday Apartments website or contact President Holiday Apartments direct for further information on specific inclusions and exclusions.

Refunds

To the extent permitted by law any amount paid by you to President Holiday Apartments for your booking is non-refundable unless stated otherwise in these Terms and Conditions.

The balance of any monies paid by you after any applicable fees or other amount you owe to President Holiday Apartments has been deducted will be held by President Holiday Apartments as Booking Credit which subject to clause 12 may be applied to any future bookings you make with President Holiday Apartments.

Amendments

All amendments are subject to the availability and applicable pricing of President Holiday Apartments at the time the amendment is requested.

Amendments for Standard Bookings may be requested within the following time frames:

Amendments for Peak Season Bookings at any Participating Property may only be requested up to 30 days prior to your scheduled check-in time.

President Holiday Apartments may only be requested up to 72 hours prior to your scheduled check-in time. If you wish to extend a President Holiday Apartments Booking then subject to availability the rates for the additional nights will be the same as the rest of your booking however package elements such as grocery pack or digital photo frame may not be included.

Amendments cannot be made to Advance Purchase Bookings and if you require an Advance Purchase Booking to be amended you will forfeit all amounts which have been paid to President Holiday Apartments in relation to such booking and will also be charged at the applicable rate for the cost of your new booking.

Cancellation

If a booking is cancelled any non-refundable deposit or payment which you have paid will not be refunded and additional cancellation charges may apply under this clause 10.

For Standard Bookings at President Holiday Apartments, if you cancel your booking the following charges will apply in relation to each booking:

- Up to 14 days prior to your scheduled check-in time: a \$25 cancellation fee will be deducted from any monies which you have already paid.
- Within 14 days but up to 48 hours of your scheduled check-in time: a \$50 cancellation fee will be deducted from any monies which you have already paid.
- Within 48 hours of your scheduled check-in time: a 100% cancellation fee will apply and you will be required to pay to President Holiday Apartments the full amount of your booking less any amount which you have already paid.

For Peak Season Bookings at President Holiday Apartments, if you cancel your booking the following charges will apply in relation to each room you have booked:

- Up to 30 days prior to your scheduled check-in time: a \$200 cancellation fee (or the full amount of your booking if your booking is for less than \$200) will apply and you will be required to pay to President Holiday Apartments that amount less any amount which you have already paid.
- Within 30 days of your scheduled check-in time: a 100% cancellation fee will apply and you will be required to pay to President Holiday Apartments the full amount of your booking fee less any amount which you have already paid.

For Advance Purchase Bookings, if you cancel your booking the full amount of your non-refundable booking payment paid under clause 6.4 will be retained by President Holiday Apartments as a cancellation fee.

Any cancellation fees payable by you will be deducted from any monies paid by you to President Holiday Apartments and if insufficient funds are available, President Holiday Apartments may charge the credit card details you provided at the time of making your booking.

Where applicable the balance of any monies paid by you after any applicable cancellation fee has been deducted will be held by President Holiday Apartments as Booking Credit which subject to clause 12 may be applied to any future bookings you make with President Holiday Apartments.

No-Shows or Terminations

If you do not show up for your booking or terminate your booking early after you have checked in you will be charged a 100% cancellation fee and will be required to pay to President Holiday Apartments the full amount of your booking less any amount which you have already paid.

If you terminate your booking early and this results in your stay being less than 14 nights you will be charged the difference between the rate applied to your booking and the Best Available Rate for the relevant Participating Property on the Best Available Rate stayed nights.

Bookings of 28 nights or more, if you terminate your booking early and this results in your stay being less than 28 nights but more than 14 nights, you will be charged the difference between the rate applied to your booking and the applicable 14 night rate for the stayed nights. You may also be charged for any welcome grocery pack or digital photo frame provided to you as part of your package.

Booking Credit

If you are issued with Booking Credit to be applied to future accommodation or accommodation package bookings with President Holiday Apartments such credit will be valid for twelve months from the day the booking is cancelled.

Booking Credit may only be used to pay for bookings at President Holiday Apartments located within the same currency jurisdiction as the cancelled or refunded booking which generated the Booking Credits.

Booking Credit may only be used to pay for the accommodation portion of your booking and may not be used for non-accommodation items such as restaurants, car parking, transfers, laundry, telephone, spa services, tours or taxes not included in accommodation rates.

To redeem Booking Credit you must make your booking via President Holiday Apartments Reservations by calling +61 07 5538 1944. Any stay to be fully or partly paid for using Booking Credit must be booked and paid for in full prior to the expiry of the 12 month validity period.

Any Booking Credit not redeemed at the expiry of the 12 month validity date will be forfeited in its entirety to President Holiday Apartments.

Administration fees may apply to bookings made using Booking Credit.

Checkin

Standard check-in time is 2:00pm at President Holiday Apartments and you should confirm the check-in time with the President Holiday Apartments prior to your scheduled check-in day.

If you wish to guarantee your ability to check-in prior to 2:00pm you must book an additional nights stay and pay the applicable rate for that additional night.

Check-out: Standard

Standard check-out time is 10:00am at President Holiday Apartments and you should confirm the check-out time with the relevant President Holiday Apartments prior to your scheduled check-out day.

Late Check-out

If you wish to check-out later than the standard check-out time you must obtain approval from property management at least 12 hours prior to your scheduled check-out time.

Management may approve a request for late check-out in their absolute discretion.

If you check-out of President Holiday Apartments after 10:00am the following additional charges will be applied to your account and will be payable by you on check-out:

if you check out before 12:00 noon with prior approval from property management no surcharge will apply;

if you check-out between 12:00 noon and 1:00pm a surcharge of \$60.00;

if you check-out between 1:00pm and 2:00pm a surcharge of \$100.00; or

if you check-out after 2pm a charge equivalent to the fully daily rate which applies to your booking.

Security Deposits

You must provide a credit card authorisation or imprint when you check-in.

This authorisation may be used to cover incidental items including but not limited to telephone charges, security bond or deposit for any breakages or damage incurred during your stay or cleaning charges in excess of the normal level of cleaning.

The pre-authorisation process validates your credit card, and protects both the cardholder and merchant from increasing fraud incidents.

The pre-authorized amount is set aside by the card issuer for a period of up to 14 days from the date of pre-authorisation and the pre-authorisation will affect your available funds balance or spending limit. For more information on this practice please contact your card issuer.

Once a pre-authorisation has been made, President Holiday Apartments cannot release, remove or lower the authorised amount, until we process the final account on departure. This is a restriction imposed by the card issuer, and cannot be negotiated.

Where a credit card is not available a minimum \$200.00 cash deposit will be required on check-in.

Room Allocation

In the unlikely event that President Holiday Apartments cannot provide accommodation at the Participating Property for which you have booked, President Holiday Apartments will at no additional expense to you relocate you into an alternative property which in the reasonable opinion of President Holiday Apartments is of comparable quality and in a comparable location.

If a property of comparable quality in a comparable location is not available, President Holiday Apartments may relocate you to a property of less comparable quality or less comparable location in which case President Holiday Apartments will pay you an amount which it reasonably believes represents the difference between the rate payable for the alternate property and the rate paid by you for the Participating Property at which you had booked.

Should you wish to be relocated to an alternative property other than the property chosen by President Holiday Apartments under this term, you will be required to pay any difference in price between the President Holiday Apartments choice of property and your chosen property.

If you and President Holiday Apartments cannot agree on an alternative property under this clause then you may request President Holiday Apartments cancel your booking and issue you with a Booking Credit for the full amount of that booking less any amounts which you owe to President Holiday Apartments.

If you and President Holiday Apartments cannot agree on an alternative property under this clause and you do not wish to be issued a Booking Credit under clause 18.4 then you may request that President Holiday Apartments cancel your booking and provide you with a refund for the full amount of that booking less any amounts which you owe to President Holiday Apartments.

Hotel and Apartment Servicing

If your booking is for a President Holiday Apartments, booking does not include room servicing unless your stay is for eight (8) nights or more in which case your room will be serviced on the fourth (4th) day of your stay.

If your booking does not include room servicing a 'Refresh' service is available for separate purchase at the Participating Property. You can inquire about this 'Refresh' service when you check-in to the Participating Property.

Additional room services can be arranged directly with the President Holiday Apartments and charges will apply. If the guest/s staying under President Holiday Apartments changes part way through the booking, a full check-out service will be required and additional charges will apply.

Child Policy

For the purposes of this clause “Child” or “Children” means a person or persons aged between 2 years and 11 years; “Infant” means a person under the age of 2 years; and “Adult” means a person aged over 18 years. All ages will be determined from the date at which accommodation commenced.

Subject to sub paragraph 21.4, Children and Infants sharing a room with their parents or guardians may do so free of charge if using existing beds and linen and not exceeding the maximum occupancy for the given room type.

Children and Infants may not stay in any room without an Adult.

Additional charges will apply if extra beds or linen (including rollaways, sofa beds or cots) are required. These are charged at the extra person rate. Extra person rates will be charged on a Room Only basis, unless otherwise stated.

Extra Person Policy

Persons aged over 12 years will be charged Extra Person rates for each person staying in a room which exceeds the maximum occupancy for the room type, or where extra beds or linen are required.

Extra person room rates will be charged on a Room Only basis, unless otherwise stated.

Facilities and Services

Whilst care is taken to ensure that the description of facilities and services of the President Holiday Apartments is accurate, these are continually being changed, upgraded, and on occasion taken out of service and if any feature/facility is essential to you in choosing a particular property, it is your responsibility to confirm with the property prior to making your booking that the feature/facility will be available during your stay.

To the extent permitted by law President Holiday Apartments is not liable for omissions, errors or changes to the facilities and services at a property, whether temporary or permanent.

Accommodation facilities listed may not apply to all room types.

Special Requests

Whilst President Holiday Apartments attempts to satisfy all special requests, President Holiday Apartments does not guarantee that special requests can be accommodated.

Maps and Images

Map images, if shown, are for general information and may not necessarily reflect actual routings, locations or services provided.

Destination shots may have been supplied to President Holiday Apartments by third parties and President Holiday Apartments does not guarantee the accuracy of any destination shots.

Photos and floor plans are indicative only. Actual rooms occupied may vary in decor and inclusions from those shown.

Travel Insurance

President Holiday Apartments strongly recommends that at the time of booking you purchase comprehensive travel insurance to cover items including but not limited to: loss of booking amount through cancellation, loss or damage to personal baggage, loss of money and medical expenses.

Unaccompanied Minors

All guests under the age of 18 must be accompanied by a responsible adult such as a parent, step-parent, guardian or other adult who has parental rights and responsibilities for the under 18 year old guest.

If a guest is found to be a person under the age of 18 who is not accompanied by a responsible adult President Holiday Apartments may immediately cancel the guest's booking and the full booking amount will be forfeited to President Holiday Apartments under this clause.

Third Party Products and Services

Third party products or services are sometimes sold together with accommodation provided by President Holiday Apartments. In such circumstances the third party is entirely responsible for supplying the products or services to you and any involvement President Holiday Apartments has in facilitating your booking with the third party is as the third party's agent. President Holiday Apartments is in no way the supplier of the products and services and to the extent permitted by law President Holiday Apartments is not liable for any failure by the third party to provide the products or services, nor for any act, error, omission, default or negligence of the third party.

Release, indemnity and proportionate liability

To the extent permitted by the law, you agree to release, indemnify and hold harmless, President Holiday Apartments 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 personal injury and death) arising out of, caused by, attributable to or resulting from your booking or your stay at the relevant Participating Property except to the extent such expense, cost, liability, claim, action, proceeding, damage, judgment or loss arose out of, was caused by,

attributable to or resulted from President Holiday Apartments negligence, wrongful act/omission or breach of these terms and conditions.

To the extent permitted by law the aggregate of President Holiday Apartments liability to you is limited to an amount not exceeding the amount paid by you for your booking.

Each indemnity in these terms and conditions is a continuing and independent obligation and survives the termination or expiry of these terms and conditions.

Consumer Law

To the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied or conferred by statute, custom or the general law that impose any liability or obligation on President Holiday Apartments are excluded under these Terms and Conditions.

Nothing contained in these Terms and Conditions excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law or under any international consumer protection legislation, provided that, to the extent that such law permits President Holiday Apartments to limit its liability, then President Holiday Apartments liability is limited to:

in the case of services, supplying the services again or payment of the cost of having the services supplied again; and in the case of goods, replacing the goods, supplying equivalent goods or repairing the goods, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.

Events Beyond Control

President Holiday Apartments 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, strikes, 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.

Use of Information

You consent and authorise President Holiday Apartments to collect, use and disclose your personal information for the purposes of administering your booking and providing you with any services associated with your booking.

You consent to information which you have provided to President Holiday Apartments as part of your booking being used by President Holiday Apartments or any of their related bodies corporate for the purpose of informing you about offers and promotions which relate President Holiday Apartments.

President Holiday Apartments will not provide or disclose any information you have provided to President Holiday Apartments or to any person other than a related body corporate without your prior written consent.

Upon request by you and to the extent permitted or required by law, President Holiday Apartments will provide you with access to and/or the ability to correct your personal information however only the person who made the booking will be entitled to access and/or correct personal information pertaining to that booking.

General

The Terms and Conditions are governed by and will be construed in accordance with the laws of the State of Queensland, Australia. If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable then it will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible, it will be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue to have full force and effect.

Acceptance

By continuing to our booking page it will be taken that you here by agree to the terms and conditions as listed by President Holiday Apartments