



Hightide Holidays

VIP Holiday Club

Agreement Conditions

Hightide Holidays – ABN 16 158 741 003 (called HH)

Of 569 Rochedale Road, Rochedale QLD 4123

The following Agreement Conditions apply to Accommodation Partners (called AP) and Hightide Holidays (called HH) in a partner arrangement for the promotion and participation in the Hightide Holidays' VIP Holiday Club :

1. Hightide Holidays (HH) is an accommodation promotions and bookings business that is authorised to promote the Accommodation Partner (AP). Such promotions may include Vouchers, Holiday Cards, VIP Holiday Club Membership and direct sales, telemarketing, direct mail, eNewsletters, HH websites and HH printed promotional material.,
2. The AP is an accommodation business wishing to receive additional promotions and bookings from HH VIP Holiday Club members and agrees to these terms and conditions
3. The AP agrees to participate at either of the two partner levels being Gold Partner or Silver Partner, and provide rates and information to HH for promotion to Club Members. The level of marketing is dependent upon the partner level to which the AP has agreed.
4. HH marketing will in its best endeavours, produce promotional material from the information provided by the AP though the accuracy of the information is the responsibility of the AP. HH will seek from the AP, proof approval for inclusion in the VIP Guide and any promotional material prior to printing.
5. The rates, terms and conditions of the offer provided by the AP are made available to the HH club members through a VIP Holiday Club and various Membership Accommodation promotions and are applicable for the 12 month period of the agreement.
6. HH will not alter the agreed rates and terms and conditions of the offer without the prior approval of the AP. HH will add a commission amount to the nett amount due to the AP to determine the final amount to be promoted to HH members.

7. Any alteration by the AP to the agreed rates, terms and conditions can be activated online at www.hightidemarketing.com.au or in writing to HH. Once accepted by HH the alterations are published on the HH web sites. Alterations are not retrospective and are applicable only to those HH members who purchase Accommodation or make a booking after the date of change.
8. An annual participation fee to partly offset print production and distribution costs will be due and payable by the AP to HH upon confirmation that the AP agrees to be promoted by Hightide Holidays for the 12 month period commencing April 1 and finishing March 31 following year. The amount of the participation fee will be determined by HH and once agreed by the AP is due for payment prior to the commencement of the 12 month period. An administration fee will apply to late payments. Participation fees are non-refundable.
9. The AP agrees to honour its offer as published in the VIP Holiday Club Guide and any other HH accommodation promotions for the full 12 months of the agreement unless altered by agreement (see clause 7) or the agreement is terminated.
10. This Agreement remains in force until terminated by either party with a minimum of 30 days notice in writing to the other party. Should either party sell their business, the other party must be advised in writing upon settlement. It is understood that the new owner will honour the terms of this Agreement unless it is terminated and are liable for any outstanding commissions or participation fees.
11. HH will use its best reasonable endeavours to sell VIP Holiday Club Memberships and promote the AP to its members. HH will retain any funds received as payment for membership. The AP will honour the offer published in all VIP Holiday Club Memberships accommodation material sold by HH. All bookings and payments for accommodation by HH members contain the agreed nett amount due to the AP and a commission for HH
12. HH members will be directed to contact the Helpline Team for any availability checks and reservations. All bookings made by HH Members will be managed by the HH HelpLine Team. HH HelpLine will liaise directly with the AP to check availability for the HH member, confirm nett rates to the AP and make bookings in its own right. Unless other arrangements are in place, HH will make payment of the agreed nett rate to the AP for such bookings prior to the member's arrival and check-in.
13. Should the HH member contact the AP direct, where appropriate, the member is to be directed back to the HH HelpLine.
14. If the AP decides to take a HH member booking direct then it will be at the rate published in the HH Member Guide or promotional material or HH website and the AP will be responsible for the collection of the HH Members VIP voucher or Accommodation Promotional Material at the time of check in and forward each month or periodically to HH which includes the member's identification and number of stays. The AP is responsible for the collection and retention of any reservation deposit and the final balance payment of the agreed rate stated in the Accommodation Promotional Material or VIP Guide.

15. Due to the advent of dynamic pricing in the market place if the AP promotes rates on either their own website or last minute web sites and the rate advertised is lower than that printed in the VIP Guide or offered under this agreement (for similar accommodation in an equivalent period), HH can access those rates less a discount similar to that offered to any last minute reseller.
16. Should a booking already be in place at the HH promoted rate and a HH Member complains about the lower on-line rate (similar accommodation and at the same time as their booking), HH may contact the AP to seek pricing adjustment on the booking which will be at the discretion of the AP.
17. No other commitments or liabilities are included in this Agreement.