

Mantra Group Booking Terms & Conditions

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1. IMPORTANT

- i. Please read these terms and conditions carefully.
- ii. All bookings for Ala Moana Hotel made via Participating Websites or with Mantra Group directly are made subject to these terms and conditions ("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 Ala Moana Hotel under the booking.
- iii. 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.
- iv. 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.

2. Definitions

- i. In these Terms and Conditions:
 - i. "Advance Purchase Booking" means a booking at Ala Moana Hotel which is advertised as an Advance Purchase Booking or which you have been notified by Mantra Group is an Advance Purchase Booking or which is listed on a Participating Website as an Advance Purchase Booking.
 - ii. "Child" has the meaning given in clause 16.
 - iii. "Booking Credit" means credit which may be applied to future accommodation or accommodation package bookings with Mantra Group subject to clause 12.
 - iv. "Infant" has the meaning given in clause 22.
 - v. "Mantra Group" means Samarad Pty Ltd trading as Mantra Group.
 - vi. "Participating Website" means any of the following websites: www.mghotels.com.au, www.mantra.com.au, or any website owned by or pertaining to Ala Moana Hotel.
 - vii. "Peak Season Booking" means a booking at Ala Moana Hotel which is advertised as a Peak Season Booking or which you have been notified by Mantra Group is a Peak Season Booking or which is listed on a Participating Website as a Peak Season Booking. View schedule of [Peak Season Booking Dates and Events](#).
 - viii. "Standard Booking" means a booking at Ala Moana Hotel other than an Advance Purchase Booking or Peak Season Booking.
 - ix. "You" and "Your" mean the person who is making the booking.

3. Photographic Identification

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

4. How To Book / Quotes and Reservations

- i. Bookings, other than Advance Purchase Bookings, can be made online via any of the Participating Websites or with Mantra Group direct by calling + 61 7 5665 4450 or, if calling from Australia, Central Reservations on 1800 080 878.
- ii. Advance Purchase Bookings may only be made online via any of the Participating Websites.
- iii. Bookings are subject to the availability and applicable pricing of Ala Moana Hotel at the time of the booking and some conditions and/exclusions may apply including but not limited to minimum stay requirements.
- iv. 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 Mantra Group that the payment has been received and the booking has been confirmed.
- v. Any confirmed price is subject to change if:
 - a payment which is due on a booking is not received by Mantra Group 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 Mantra Group 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.
- ii. If the price of a booking is changed under clause 4v you may pay the new price for your booking or cancel your booking and receive a full refund.
- iii. If you reasonably believe a written confirmation or invoice which has been provided to you is incorrect, you can request that Mantra Group 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.

2. **Payment**

- i. Payments may be made directly at Ala Moana Hotel by Visa, Mastercard, American Express, personal or bank cheques/drafts. Some limitations on Diners cards may apply, please contact Ala Moana Hotel directly for further information.
- ii. A surcharge may apply to payments made by Visa, Mastercard, Diners and American Express. The surcharge applied to these cards may vary and is displayed at the time the booking is to be made. Mantra Group accepts no responsibility for monies paid by you to a travel agency until cleared funds are received in the bank account of Mantra Group.

3. **Final Payment**

- i. For Standard Bookings full payment must be made directly at Ala Moana Hotel.
- ii. 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.

1. **Rates and Charges**

- i. 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.
- ii. Quoted rates are inclusive of all compulsory government or regulatory charges and taxes where applicable, unless stated otherwise.
- iii. Quoted rates do not include transport to or from Ala Moana Hotel or items of a personal nature including but not limited to laundry, telephone, taxis, room service, meals or transfers, airport taxes), unless otherwise indicated.
- iv. If you have been quoted a rate that includes meals and or transport you should contact Ala Moana Hotel directly to obtain details of these inclusions.
- v. 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.
- vi. For information on rates for Children, Infants and extra persons, please refer to clauses 16 and 17.
- vii. Please visit the Ala Moana Hotel website or contact Ala Moana Hotel direct for further information on specific inclusions and exclusions.

2. **Refunds**

- i. To the extent permitted by law any amount paid by you to Mantra Group for your booking is non-refundable unless stated otherwise in these Terms and Conditions.
- ii. The balance of any monies paid by you after any applicable fees or other amount you owe to Mantra Group has been deducted may, at the absolute discretion of Mantra Group, be held by Mantra Group as Booking Credit which subject to clause 12 may be applied to any future bookings you make with Mantra Group.

3. **Amendments**

- i. All amendments are subject to the availability and applicable pricing of Ala Moana Hotel at the time the amendment is requested.
- ii. Amendments for Standard Bookings may be requested up to three (3) days (72 hours) prior to the scheduled check-in time (excluding 4th July holiday bookings, in which case amendments will only be accepted fourteen (14) days prior to the scheduled check-in time).
- i. 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 Mantra Group in relation to such booking and will also be charged at the applicable rate for the cost of your new booking.
- ii. If amendments are requested outside the time frames specified in clause 9ii you may be charged a cancellation fee of one (1) night's accommodation in addition to the cost of your amended booking and any reduction in the amount which is payable by you in such case will be at Mantra Group's absolute discretion.
- i. If the rate which applies to an amended booking is greater than the rate which applied to the original booking, you must pay the difference along with any amendment fee in full at the time the amendment is approved.

2. **Cancellation**

- i. If a booking is cancelled cancellation charges may apply under this clause 10.
- ii. For Standard Bookings, if you cancel your booking the following charges will apply in relation to each booking:
 - Up to three (3) days prior to your scheduled check-in time: no cancellation fee.
 - Within three (3) days of your scheduled check-in time: a one (1) night accommodation cancellation fee will be deducted from any monies which you have already paid.
- iii. For Peak Season Bookings at any Ala Moana Hotel, if you cancel your booking the following charges will apply in relation to each room you have booked:
 - Up to fourteen (14) days prior to your scheduled check-in time: no cancellation fee.
 - Within fourteen (14) days of your scheduled check-in time: a one (1) night accommodation cancellation fee will apply.
- iv. For Advance Purchase Bookings, if you cancel your booking the full amount of your non-refundable booking payment paid under clause 6ii will be retained by Mantra Group as a cancellation fee.
- v. Where applicable the balance of any monies paid by you after any applicable cancellation fee has been deducted will be held by Mantra Group as Booking Credit which subject to clause 12 may be applied to any future bookings you make with Mantra Group.

3. No-Shows or Terminations

- i. If you do not show up for your booking or terminate your booking early after you have checked in you will be charged a cancellation fee of one (1) nights' accommodation.

4. Booking Credit

- i. If you are issued with Booking Credit to be applied to future accommodation or accommodation package bookings with Mantra Group such credit will be valid for twelve months from the day the booking is cancelled.
- ii. Booking Credit may only be used to pay for bookings at Ala Moana Hotel.
- iii. 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.
- iv. To redeem Booking Credit you must make your booking via Mantra Group Central Reservations by calling + 61 7 5665 4450 or, if calling from Australia, 1800 080 878.
- v. 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.
- vi. Any Booking Credit not redeemed at the expiry of the 12 month validity date will be forfeited in its entirety to Mantra Group.
- vii. Administration fees may apply to bookings made using Booking Credit.

5. Checkin

- i. Standard check-in time is 3:00pm at Ala Moana Hotel.
- ii. If you wish to guarantee your ability to check-in prior to 3:00pm you must book an additional night's stay and pay the applicable rate for that additional night.

6. Check-out: Standard

- i. Standard check-out time is 11:00am at Ala Moana Hotel.

7. Security Deposits

- i. You must provide a credit card authorisation or imprint when you check-in.
- ii. 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.
- iii. The pre-authorisation process validates your credit card, and protects both the cardholder and merchant from increasing fraud incidents.
- iv. The pre-authorized amount may be 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.
- v. Once a pre-authorisation has been made, Mantra Group 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.
- vi. Where a credit card is not available a minimum \$200.00 cash deposit may, at Mantra Group's absolute discretion, be required on check-in.

8. 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.

- i. 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.
- ii. Children and Infants may not stay in any room without an Adult.
- iii. 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.

9. Extra Person Policy

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

10. Facilities and Services

- i. Whilst care is taken to ensure that the description of facilities and services of the Mantra Group 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.
- ii. To the extent permitted by law Mantra Group is not liable for omissions, errors or changes to the facilities and services at a property, whether temporary or permanent.
- iii. Accommodation facilities listed may not apply to all room types.

11. Special Requests

- i. Whilst Mantra Group attempts to satisfy all special requests, Mantra Group does not guarantee that special requests can be accommodated.

12. Maps and Images

- i. Map images, if shown, are for general information and may not necessarily reflect actual routings, locations or services provided.
 - ii. Destination shots may have been supplied to Mantra Group by third parties and Mantra Group does not guarantee the accuracy of any destination shots.
 - iii. Photos and floor plans are indicative only. Actual rooms occupied may vary in decor and inclusions from those shown.
13. **Travel Insurance**
 - i. Mantra Group 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.
14. **Unaccompanied Minors**
 - i. 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.
 - ii. If a guest is found to be a person under the age of 18 who is not accompanied by a responsible adult Mantra Group may immediately cancel the guest's booking and the full booking amount will be forfeited to Mantra Group under this clause.
15. **Third Party Products and Services**
 - i. Third party products or services are sometimes sold together with accommodation provided by Mantra Group. In such circumstances the third party is entirely responsible for supplying the products or services to you and any involvement Mantra Group has in facilitating your booking with the third party is as the third party's agent. Mantra Group is in no way the supplier of the products and services and to the extent permitted by law Mantra Group 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.
 - ii. All third party coupons, vouchers, receipts and tickets are issued subject to the terms and conditions specified by those third parties.
 - iii. Mantra Group does not warrant the accuracy of any information, statements or representations made by third parties
16. **Release, indemnity and proportionate liability**
 - i. To the extent permitted by the law, you agree to release, indemnify and hold harmless, Mantra Group 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 Ala Moana Hotel 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 Mantra Group's negligence, wrongful act/omission or breach of these terms and conditions.
 - ii. To the extent permitted by law the aggregate of Mantra Group's liability to you is limited to an amount not exceeding the amount paid by you for your booking.
 - iii. Each indemnity in these terms and conditions is a continuing and independent obligation and survives the termination or expiry of these terms and conditions.
1. **Events Beyond Control**
 - i. Mantra Group 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.
 - ii. All travel documents, observance of laws and government regulations are your responsibility.
2. **Use of Information**
 - i. You consent and authorise Mantra Group and Ala Moana Hotel 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.
 - ii. You consent to information which you have provided to Mantra Group or Ala Moana Hotel as part of your booking being used by Mantra Group, Ala Moana Hotel or any of their related bodies corporate for the purpose of informing you about offers and promotions which relate Mantra Group, Mantra Group's related bodies corporate or Ala Moana Hotel.
 - iii. Mantra Group will not provide or disclose any information you have provided to Mantra Group or Ala Moana Hotel to any person other than a related body corporate without your prior written consent.
 - iv. Upon request by you and to the extent permitted or required by law, Mantra Group 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.
 - v. For more information, please refer to the Privacy Policy on the website of Ala Moana Hotel.
3. **General**
 - i. The Terms and Conditions are governed by and will be construed in accordance with the laws of the State of Hawaii, United States.
 - ii. 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.
4. **Acceptance**
 - i. Please click to accept these terms and conditions, before proceeding to the booking page.