Rambutan Resort Website Terms of Use

Waratah Hotel Group | Waratah Management
Review draft | Revised 29 October 2026

1. About these terms

These terms concern the use of rambutantownsville.com.au (the website), which Waratah Management manages under the Waratah Hotel Group brand in connection with Rambutan Resort. In these terms, "we", "us" and "our" refer to Waratah Management.

Rambutan Resort is at 113-119 Flinders Street, Townsville QLD 4810. Please read these terms before using the website's enquiry, booking and ordering facilities. Any contract for a booking or purchase is with the supplier identified in the relevant booking or transaction documents.

These website terms supplement the specific terms provided and accepted for a booking, function, order, membership or promotion. Applicable law prevails. If a specific term conflicts with these general website terms, the specific term agreed for that transaction prevails to the extent of the conflict. Nothing in these terms removes a right or remedy that cannot lawfully be excluded.

2. Using the website

You may use the website for lawful personal purposes and legitimate enquiries or transactions. Provide accurate information when contacting us or using booking and ordering services. If you act for someone else, you must have authority to do so.

You must not make fraudulent or deliberately misleading bookings, submit unlawful or harmful material, introduce malicious software, attempt unauthorised access, disrupt website services or use automated tools in a way that interferes with the website or infringes others' rights. We may take proportionate steps to protect the website against misuse. This does not remove rights relating to a valid booking or purchase.

3. Website content and intellectual property

Website text, photographs, graphics, logos and other materials are owned by us or used with permission from their owners. You may view, download and print material for personal use, including planning a visit or function. Other rights available under copyright law are preserved. Commercial reproduction, alteration or distribution requires permission from the relevant rights holder.

4. Menus, prices and availability

We take reasonable care to keep website information accurate. Menus, opening hours, entertainment and offers may change, and products or spaces may be unavailable. Photographs may be illustrative. Please contact the venue about requirements that are important to your booking, including dietary or accessibility needs.

Prices are in Australian dollars and include GST where applicable. Applicable fees, minimum spends and weekend or public holiday surcharges must be disclosed before you commit. Any surcharge must be lawful. Website updates or an error do not give us an unrestricted right to change an agreed price, cancel a confirmed transaction or avoid our legal obligations. We will contact you about an error affecting your booking or order and explain the available options.

5. Bookings, functions, accommodation and orders

The relevant conditions must be available to you before you commit. Read the documents and information that apply to your transaction, including:

- **Dining reservations:** the venue-specific conditions displayed through Rambutan Resort's Now Book It booking page, together with the details of your reservation.
- **Accommodation:** the rate, room details and property conditions presented through Rambutan Resort's accommodation booking service or another booking channel you choose, before you confirm. Read any deposit, cancellation, no-show and check-in requirements for the rate selected.
- **Functions and events:** the Functions & Events page, the functions pack or menu available from that page or supplied by the venue, and any written quotation or function agreement provided and accepted before confirmation.
- **Online orders:** the order details and relevant conditions displayed through Rambutan Resort's me&u ordering page or another service linked from the website.
- **Other purchases, memberships and promotions:** any specific terms displayed or supplied before you participate or purchase.

Those conditions may address confirmation, deposits, payment deadlines, guest numbers, minimum spends, cancellations and no-shows. This list identifies where to find applicable conditions; it does not make every document on the website part of every transaction. Significant charges and restrictions must be clearly drawn to your attention before acceptance.

Submitting an enquiry or requesting a date does not by itself secure a table, room, function space or event. A booking is confirmed when the venue or booking service confirms acceptance and any requirements disclosed before booking have been met. Please check the date, time, party size and other details, and contact the venue promptly about changes or errors.

Terms first introduced in a later confirmation or website update do not automatically change an existing agreement. If documents conflict or you cannot access the applicable conditions, contact the venue before committing. Keep a copy of the conditions accepted when booking.

6. Cancellations and refunds

Cancellations and refunds are subject to the lawful conditions provided and accepted at the time of booking or purchase, including applicable venue booking conditions, function agreements and promotional terms. Any deposit, cancellation charge or no-show fee must have been clearly disclosed and agreed and must comply with applicable law.

Where a refund is not otherwise required by law or those conditions, the manager on duty may consider a goodwill refund or credit at their discretion. This discretion does not affect a refund or other remedy to which you are already entitled. Please contact the venue promptly with your booking or order details and the reason for your request.

If we cannot provide a confirmed service or there is another problem with a purchase, we will explain your options and provide the remedy required by Australian Consumer Law and the applicable agreement. Nothing in these terms excludes, restricts or modifies consumer guarantees or other rights that cannot lawfully be excluded.

7. External platforms and links

The website links to independent booking, ordering, payment, social media and other services. Their own terms may apply to your use of their platforms where presented and accepted. Read their privacy information before supplying personal information. Our use of a provider does not remove our responsibilities for services we supply, and we do not treat a link as a blanket disclaimer of those responsibilities.

8. Offers, eligibility and venue requirements

Promotions, competitions, loyalty benefits and special events may have separate eligibility, availability, redemption and closing-date conditions. Read the conditions published with the offer or supplied before entry or purchase. These general terms do not retrospectively change an accepted offer or promise.

Alcohol purchases and gaming participation are subject to legal age, identification and other applicable requirements. Venue entry and service are subject to applicable liquor laws and lawful conditions of entry. Where a specific booking has restrictions relevant to your party, we will explain them before you commit.

9. Personal information

The Rambutan Resort Privacy Policy explains how personal information is handled and how to make a privacy enquiry or complaint. Read the policy available on the venue website or request a copy at privacy@waratahmanagement.com.au. Using the website or making a booking does not, by itself, constitute consent to unrelated marketing. Additional notices and choices may apply at the point of collection.

10. Website availability and responsibility

We take reasonable care in operating the website, but access may be interrupted by maintenance, technical faults or events outside our reasonable control. Please contact the venue if a website problem affects a time-sensitive booking or order. Check that you receive confirmation rather than assuming an unsuccessful submission has been accepted.

Responsibility for loss or damage is determined under applicable law and any valid agreement, taking account of its cause and the parties' conduct. Nothing in these terms excludes liability or limits consumer guarantees or other statutory rights that cannot lawfully be excluded or limited.

11. Changes, complaints and governing law

We may update these website terms for future use, with the revised date shown on the document. A later version does not automatically change an existing booking, purchase or other agreement. Any change to that agreement requires a lawful basis and, where required, your agreement.

Contact the venue if you have a concern about the website, a booking, an order or a refund. We will consider your complaint and explain the next steps. These terms are governed by Queensland law and applicable Commonwealth law, without restricting mandatory consumer protections or your right to seek help from a regulator, tribunal or court with jurisdiction.

12. Contact details

Rambutan Resort
113-119 Flinders Street, Townsville QLD 4810
Telephone: (07) 4771 6915
Email: enquiries@rambutantownsville.com
Accommodation: reservations@rambutantownsville.com

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