

TERMS OF PAYMENT AND BOOKING CONDITIONS

These are those irksome little details you need to read. We have tried to make it simple but if anything is unclear, please give us a call.

Your booking slip (tax invoice) is confirmation of the booking and your payment acknowledges acceptance of the following Terms of Payment and Booking Conditions.

Please note, without payment bookings cannot be confirmed.

*Payment:

Packages and Accommodation Reservations of 1 - 2 nights - 100% payable at time of booking

Packages and Accommodation Reservations of 3 nights or more, within 30 days of arrival date - 100% payable at time of booking

Packages and Accommodation Reservations of 3 nights or more, outside 30 days of arrival date - 50% payable at time of booking and 50% balance payable no later than 30 days prior to arrival.

Coach Transfers, Transport, Day Trips, Lift Tickets, Events and Activity bookings - 100% payable at time of booking

So, just to recap - payment of 100% of booking value is payable at time of booking

- o **for bookings of 1 - 2 nights**
- o **for reservations made within 30 days of arrival date**
- o **for all Coach Transfers, Transport, Day Trips, Lift Tickets, Events and Activity bookings**

*Cancellations:

1. **Cancellations must be advised by email, fax or mail.**
2. Any and all cancellations outside 30 days of arrival or commencement are subject to an administration fee of 15% of the total booking in addition to any operator fees which may apply.
3. Cancellations within 30 days of arrival or commencement date are non refundable except under ****Ski Guarantee provisions applicable during the winter ski season.**
4. Cancellations are also subject to the refund policy of individual operators, service providers and suppliers and may be non refundable up to 100%
5. Special events, packages and activities shown as non-refundable are non-refundable except under ****Ski Guarantee provisions applicable during the winter ski season.**

*Changes or amendments to bookings:

An administration fee of \$33 including GST (per amendment) will be payable at the time of making the change or amendment to your booking other than when the change is for additional products or services.

Please note date changes and / or other amendments may be considered a full cancellation.

The right is also reserved to alter the price, cancel or withdraw any property, component or tour.

***These payment and cancellation conditions may vary for some activities and events.**

Cancellations due to Adverse Weather or Conditions

Mansfield - Mt Buller High Country Reservations is not responsible for any and /or adverse weather conditions, fire or other warnings, or any other events including floods, fires, earthquakes, windstorms. Any refunds are solely at the discretion of the individual accommodation, activity or service provider, supplier or event promoter.

**Ski Guarantee for Snow Season Reservations

Individual operators make a choice as to whether to participate in Mt Buller's Ski Guarantee program. To check if the operator with whom you have a reservation participates in the program, please refer to the Mt Buller website www.mtbuller.com.au or look for the Ski Guarantee logo in the Mt Buller brochure.

Insurance

We strongly recommend travel insurance cover to protect you against cancellation, personal liability and theft of your luggage or equipment. Insurance can be arranged through **Mansfield - Mt Buller High Country Reservations**. Please ask your consultant or visit our website.

Responsibility Clause

We endeavour to ensure your arrangements match your expectations. Be aware however, that standards of accommodation and other services booked by us are based on various factors, which are generally accepted as indicative of a certain category or fitness for purpose of that accommodation or service. **Mansfield - Mt Buller High Country Reservations** accepts no liability whatsoever for any acts, omissions or defaults, whether negligent or otherwise, of any lodges, hotels, clubs, apartments, transport operators, car hire companies, ski hire outlets, lift companies, activity providers, event organisers or other persons with whom we have no direct or exclusive contract.

Bonds or Security Deposits

A bond or security deposit is required for some properties, products or services. Where applied, the bond is payable direct to these operators **prior to arrival**. Subject to the return of keys and the satisfactory condition of the house or apartment, the bond will be refunded within 14 days of departure. Additional information will be supplied with confirmation of your booking. Please note a credit card is **always** required as a security deposit for all equipment hire.

Mansfield - Mt Buller High Country Reservations, its respective servants, agents and employees shall not be liable for any injury, damage, loss, additional expenses, accident, delay, changes in accommodation, breakdown of equipment or vehicles, weather, strike, sickness, theft, warning, cancellation, or of the foregoing shall likewise not be liable for any injury, damage, loss, additional expenses, accident, delay or irregularity, whether to property, person, or otherwise arising in connection with any accommodation or in connection with any vehicle or transport or other services. All fares are subject to change and acceptance of all documents confirms your agreement of these conditions.

LIFT OR LIFT / LESSON TICKETS TERMS AND CONDITIONS

IMPORTANT

Lift or Lift / Lesson Tickets

All lift, lesson or lift and lesson tickets are purchased subject to the conditions printed on the tickets and replicated below.

EXCLUSION OF LIABILITY, WAIVER OF RIGHT TO SUE AND ASSUMPTION OF RISK. THESE CONDITIONS WILL AFFECT YOUR LEGAL RIGHTS.

PLEASE READ CAREFULLY!

All tickets for ski lifts, snowtubing or for skiing or snowboarding lessons are purchased from Buller Ski Lifts Pty Ltd (the Supplier) for use in the Mt Buller Alpine Resort subject to the following conditions:

1. The Supplier, its employees and agents shall have no liability whatsoever in negligence, breach or contract or statute or statutory duty (including conditions or warranties implied by Section 74 of the **Trade Practices Act 1974** or by Part 2A of the **Fair Trading Act 1999**) to the customer, their dependant/s or legal representative for personal injury or death suffered by the Customer arising in any way whatsoever from the supply of recreational services, including but not limited to, skiing, snowboarding, snowtubing, tobogganing, skiing or snowboarding lessons, the use of ski lifts, all ski area services and facilities including snow clearing or grooming, operations of the ski patrol, the condition, layout, construction, design or use of pedestrian areas, roads, car parks, buildings, ski runs or slopes or the presence of people or objects thereon, or any associated sporting activities or similar leisure time pursuits associated in any way whatsoever with being in snow affected terrain;
2. The customer acknowledges that the above activities are dangerous with many inherent risks as a result of which personal injury (and sometimes death) are common and ordinary consequences and assumes and accepts all such risk and hereby waives the right to sue the supplier for any personal injury or death in any way whatsoever arising from such activities
3. **WARNING:** If you participate in these activities your rights to sue the Supplier under the **Fair Trading Act 1999** if you are killed or injured because the activities were not supplied with due care and skill or were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in or on this notice
NOTE: the change to your rights, as set out in or on this notice, does not apply if your death or injury is due to gross negligence on the Supplier's part. "Gross negligence" is defined in the Fair Trading (Recreational Services) Regulations 2004
4. The ticket must be worn on the upper part of the body and be clearly visible. It remains the property of the supplier, is not transferable and cannot be resold. It is valid only for the date/s shown. No replacement or refund will be made for its loss or if any lift service is not operating or for Customer illness or injury. It is valid if the seal is broken. The customer shall comply with the **Alpine Responsibility Code** and signs or other directions of the Supplier and the ticket may be suspended or cancelled and access to lifts, services and other facilities denied at the absolute discretion of the supplier for non-compliance or for reckless or careless conduct.