

MT BULLER HOLIDAYS RESERVATIONS TERMS & CONDITIONS

1. All Terms and Conditions are subject to change without notice.
2. **Deposits** - On confirmation of your booking, a 50% deposit for the accommodation will be deducted with the balance for accommodation, lift tickets, lessons, hire, meals and resort entry to be paid 30 days prior to your arrival.
Buller Backpackers requires 100% payment at the time of reservation.
3. **Cancellation Policy** - Winter: If you wish to cancel your reservation you are required to inform Buller Holidays 30 days or more prior to your scheduled arrival dates. A \$100.00 cancellation fee will apply to each room booked and the balance will be fully refunded. Cancellation of your reservation less than 30 days prior to your arrival date will result in a forfeiture of the total amount deposited.
Summer: If you wish to cancel your reservation you are required to inform Buller Holidays prior to 6pm on the day of arrival. Failure to do so will result in a cancellation fee of one night's accommodation.
4. **Bond** - Apartment rentals: A \$500.00 bond is payable upon arrival. This is refunded provided that apartment is left clean and undamaged.
5. **"Kids Stay Free"** - "Kids Stay Free" policy is applicable to the Mt Buller Chalet Hotel & Suites and ABOM Hotel. Up to 2 children under 15 years are able to stay free using existing bedding and are entitled to breakfast only.
6. **Extra Person(s)** - For the Mt Buller Chalet Hotel & Suites and ABOM Hotel rates are based on 2 adults and 2 children under 15 years of age. Extra adults are charged at \$110.00 (winter) or \$75.00 (summer) and include breakfast and a rollaway bed. Extra children aged 5–14 years are charged at \$75.00 (winter only) and includes breakfast. Apartment rates are based on the maximum number of people that can be accommodated. No additional persons may be permitted to stay in apartments.
7. **Packages** - Packages that include evening meals are based on 2 adults only, no children's evening meals are included. Massage packages are also based on 2 adults. No persons under the age of 18 years are able to receive massages.
8. **Check In** - Winter: Check-in is from 4pm, an earlier check-in may be arranged subject to availability. All Buller Backpacker guests must provide photographic identification showing that they are over the age of 18 years before being granted access to their accommodation. If you do not arrive for your reservation the reservation will be cancelled the following day, if no contact has been made with the Buller Holidays the amount deposited will be forfeited.
Summer: Check-in is from 2pm, ABOM Hotel & Apartments and Buller Backpackers check-in from the Mt Buller Chalet Hotel & Suites. If you are intending on arriving after 6pm, please advise the hotel directly.
9. **Check Out** - Winter & Summer: Check-out is at 10am, later check-out times are available subject to availability and may incur a day use charge. Rooms that have not arranged a later check-out and still occupy the room after 10am will be subject to automatic Late Check-out fees.
10. **Winter Transport** - Vehicle access to the village is restricted during the winter with car parking available below the village. A service is provided from the car park. Resort Entry and car parking fees and taxi fares apply.
11. **Ski Guarantee** - Buller Holidays provides certainty by offering the Mt Buller Ski Guarantee for pre paid packages. Refer to mtbuller.com.au or ask your Buller Holidays Consultant for details.
12. **Exclusion of Liability** - All lift tickets and ski and snowboard school lessons are sold on the condition that you waive your right to sue. Refer to attached waiver or mtbuller.com.au or ask your Buller Holidays consultant for details

TICKET WAIVER

IMPORTANT NOTICE Please read carefully

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

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 risks 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.