

# TERMS & CONDITIONS

## GENERAL BOOKING TERMS & CONDITIONS

Please read all booking, payment and cancellation conditions below.

### CHANGES & CANCELLATIONS

There are NO refunds on Packages and Products. *Charlotte Pass Snow Resort Pty Ltd* will not be held responsible for costs, loss of deposits and payments made or other fees incurred due to cancellations resulting from unforeseen circumstances, medical conditions or changes to travel plans.

CPSR will not be held responsible for costs, loss of deposits and payments made or other fees incurred due to cancellations, medical conditions or changes to travel plans. No packages or products will be transferred to the following year. Cancellations will not be accepted on or after products commencement dates.

Cancellations and changes to bookings with respect to Products & Services will only be accepted from or sent to the person in whose name the booking is made (or a parent or guardian, in the case of a booking made in the name of a minor) and will be confirmed via email. All requests for cancellations and changes to bookings must be submitted and confirmed in writing to [ski@charlottepass.com.au](mailto:ski@charlottepass.com.au) or made in person at any Charlotte Pass Snow Resort Ticket Office.

We must receive your request for a change to, or the cancellation of a booking at least 14 days prior to the starting time of the Product or Service, on the first day of your booking.

For the avoidance of doubt, all multi-day bookings (including lessons and lift tickets) are treated as a single product and/or service for the purpose of these Terms and Conditions.

Changes and cancellations to a booking will incur a \$50 administration fee per booking.

Changes with respect to the price of Products & Services will be based on the applicable price at the time of the change and not the price at the date of the original booking

Any net proceeds from a cancellation or change will be distributed via a credit voucher to the guest that can be used at a future date to offset the cost of purchasing further Products & Services (a Snow Credit). Cash refunds will not be provided for cancellations or change.

The Snow Credit can be used across for accommodation or mountain products (not both) for the guest or their immediate family until the full value of the net proceeds of the Snow Credit are exhausted or until it expires at the end of the Australian ski season immediately following the 2024 Australian ski season

### REFUNDS

- There are no refunds on any product pre-booked.
- No refunds are given to customers due to lack of snow or poor weather conditions, Power outages or other such events beyond CPSR's control.
- No refunds are given to customers due to injury.
- Refunds will not be given on 'no shows' or any components of Packages/Products (lift Passes, Rentals, Lessons or Oversnow) that are not utilised.

All refund/credit requests will be assessed with regard to the fair and reasonable application of these terms and conditions, however all decisions made by CPSR will be final and binding and no correspondence will be entered into. Refunds will only otherwise be provided if we have failed to comply with the consumer guarantees under the Australian Consumer Law, or are otherwise required by law to provide a refund, credit or other remedy.

### GENERAL

Packages/Products (referred to as packages throughout) are only available to purchase at specified period via our online store, by phone or in person. Packages must be booked in advance for special/associated discounts to apply and prior to arrival. Accommodation is not included in Resort Mountain package prices.

You are responsible for ensuring the accuracy of your order or booking for the Products & Services selected.

Each product and / or service must be assigned to individual guests at the time of purchase. Assignment of Products & Services cannot be altered after the booking has been made other than where permitted where accommodated under these Terms and Conditions.

Products & Services are available for sale only to persons who can make legally binding contracts. Parents and Guardians may purchase Products & Services on behalf of a minor. If you purchase a Product and / or Services for or on behalf of another person, you must inform that person of these Terms and Conditions and ensure that person accepts these Terms and Conditions.

Where applicable, if you opt to collect your Products & Services directly from our premises you will need to provide a valid photo ID showing your date of birth and the credit

card used for the purchase. You must allow adequate time for collection of the Products & Services.

Resort facilities (and related Products & Services) may be closed or operate in a reduced way from time to time for weather, health, safety, or other operational reasons, as reasonably directed or determined by us

You must read all signs and follow all directions given by us, our employees or agents. All tickets remain the property of *Charlotte Pass Snow Resort (CPSR)* and must not be resold, transferred, or altered in any way. A breach of this condition will result in the cancellation of your ticket and invoke police action. Ticket fraud is a criminal offence and can result in a fine or imprisonment. It is your responsibility to read and understand our Terms & Conditions.

The Competition and Consumer Act 2010 implies into contracts for the supply by a corporation of services to a consumer certain non-excludable warranty that, amongst other things, the services will be tended with due care and skill. Except to the extent that the ticket holder has non-excludable rights under the Act, tickets are issued to the holder (or his agent) on the condition that Charlotte Pass Snow Resort Pty Ltd (CPSR) shall not be liable for any loss, damage or injury whatsoever to the person or property of the holder howsoever caused or occurring whether or not within, upon or adjacent to any of the property, facilities or leasehold areas of CPSR and whether or nor caused by or arising from any default, negligence, misconduct or otherwise of CPSR, it's assigns, servants and agents.

You acknowledge the risk warning set out in bold and capitals below and that the warning constitutes a risk warning pursuant to the Civil Liabilities Act

#### **IMPORTANT – RISK WARNING**

The terms and conditions set out in these Terms and Conditions, together with the Risk Warning displayed below, form part of the conditions of entry and use of our facilities, equipment and services, including without limitation any use of Products and services

**IF YOU BREACH ANY OF THESE TERMS AND CONDITIONS, WE MAY REQUIRE YOU TO FORFEIT THE LIFT ACCESS COMPONENT OF THE PRODUCT OR SERVICE, AND YOU WILL LOSE ANY PRIVILEGES ASSOCIATED WITH THE PRODUCT OR SERVICE.**

**Skiers/snowboarders must observe the Alpine Responsibility Code and ski/ride in a safe manner at all times. Failure to do so may result in a suspension or forfeiture of skiing/snowboarding privileges, and / or suspension or cancellation of your Access Card and / or access to other services.**

We will not tolerate abusive or aggressive behaviour from our customers. We will refuse to deal with and may confiscate or cancel relevant Products & Services (without providing a refund and/or credit) of any guest or customer who acts in a manner we (acting reasonably) deem unacceptable. This may include but is not limited to:

- i. using abusive, offensive or threatening language or behaviours;
- ii. inappropriate or abusive behaviours including uninvited physical contact, harassment, violence or threat of violence;
- iii. behaviour involving or related to intoxication or the excessive consumption of alcohol; iv. the possession, carriage or use of restricted substances or drugs (unless medically prescribed);
- iv. the possession, carriage or use of dangerous items (such as weapons);
- v. illegal conduct; and
- vi. any other conduct which we may reasonably deem to represent a risk to health and wellbeing.

#### **RISK WARNING:**

**ALPINE RECREATIONAL ACTIVITIES INCLUDING, BUT NOT LIMITED TO, SKIING, SNOWBOARDING, USING LIFTS, AND SNOW PLAY INVOLVE SIGNIFICANT RISKS WHICH MAY RESULT IN PHYSICAL HARM, INCLUDING PERSONAL INJURY, PERMANENT DISABILITY OR EVEN DEATH.**

**SUCH RISKS AND HARM MAY RESULT FROM YOUR ACTIONS AND/OR OMISSIONS OR THOSE OF OTHERS. THESE RISKS INCLUDE, BUT ARE NOT LIMITED TO: COLLISIONS WITH ANOTHER PERSON, OBJECTS, SURFACES OR TERRAIN; LOSS OF CONTROL AND/OR DIRECTION AND/OR FALLING AT ANY TIME, INCLUDING WHILE PARTICIPATING IN ALPINE ACTIVITIES OR WHILE USING LIFTS; AND UNEXPECTED CHANGES IN WEATHER AND SNOW CONDITIONS.**

**TRAVEL INSURANCE:** We strongly recommend you insure against loss of deposit or monies paid in the event of having to cancel your reservation due to unforeseen circumstances

**info@charlottepass.com.au**

**02 6457 1555**

**charlottepass.com.au**

## BOOKING CATEGORIES

Senior	65 years and over
Adult	14 years – 64 years
Child	4 - 13 years
3 & Under	0 – 3 years

## PAYMENT

When making a booking you agree to the following:

- a. *By phone, or in person* – You must provide credit card details to secure the booking, and pay in full. Only reservations made via credit card will be accepted.
- b. *Internet (online) bookings* – Full payment is due at time of booking.

## LOST TICKETS/THE CHARLOTTE PASS CARD

Any Pass Card lost or misplaced will not be automatically replaced. Your Pass Card will be cancelled, and a replacement card purchased for a fee.

## SNOW CONDITIONS

Under no circumstances can CPSR be held responsible for snow or weather conditions. No package/product will be recompensed due to snow conditions. CPSR recommends you check your travel insurance details.

## EQUIPMENT/FACILITIES

If equipment and or facilities fail, CPSR will endeavour to get it back in working order as soon as possible/practical; no refunds or compensation will be paid for any such breakdowns.

CPSR reserves the right to charge for any damage, breakages or theft that occurs by you or your guests.

CPSR will not be accountable for road closures, acts of nature or any reason as to why you are not able to use packages/products purchased.

Products & Services are only valid during the period for when they are sold or advertised and/or as indicated on or with the relevant product or service, and not in any other period.

## TRANSPORT

You will be advised if transport is included in your package. If it is included in your package, it will mean ONE return transport from Perisher Valley to Charlotte Pass, and is for the specified arrival and departure dates indicated on package.

**Transport MUST be pre-booked.**

Transport times can be changed, subject to availability and payment of a \$5 per person per sector fee.

Guests who do not pre-book run the risk of lengthy delays waiting for transport.

## BAGGAGE ALLOWANCE

Each Over Snow Transport ticket entitles the passenger to the following baggage allowance:

1 kit bag consisting of:

- One piece of baggage and one small piece of hand luggage
- One pair of skis and stocks
- One pair of ski boots

OR

- One piece of baggage and one small piece of hand luggage
- One snowboard
- One pair of snowboard boots

Bags weighing more than 20kg will be charged a \$5 per kilo excess weight fee. Additional bags will be charged at per piece of baggage.

**No single piece can exceed 30kg. Any piece weighing over 30kg will NOT be accepted.**

## PRIVACY

We collect, store and use the personal information which you provide to us in accordance with our Privacy Policy available at <https://charlottepass.com.au/privacy-policy/>

**TRAVEL INSURANCE:** We strongly recommend you insure against loss of deposit or monies paid in the event of having to cancel your reservation due to unforeseen circumstances

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# YOUR ALPINE RESPONSIBILITY CODE

There are inherent risks in all snow recreational activities. Common sense, staying in control and personal awareness can reduce these risks. Risks include rapid changes in weather, visibility and surface conditions, as well as natural and artificial hazards such as rocks, trees, stumps, vehicles, lift towers, snow fences and snowmaking equipment. Observe the code and ski and ride with courtesy to others.

1. Stay in control and avoid other people and hazards.
2. Use appropriate protective equipment, especially helmets, to minimise the risk of injury.
3. You must have the ability to use each lift safely. If in doubt ask the lift attendant.
4. Obey all signs and warnings, and keep off closed trails and areas.
5. It is your responsibility to avoid and give way to people below and beside you.
6. Do not stop where you are not visible from above or where you obstruct a trail.
7. Before starting downhill, or merging into a trail, look uphill and give way to others.
8. Use care to prevent runaway snowboards.
9. If you are involved in or see an accident, alert and identify yourself to Resort Staff.
10. Be aware that it is dangerous to ski, board or ride lifts if your ability is impaired by drugs or alcohol.

**KNOW THE CODE. IT'S YOUR RESPONSIBILITY.**

**Failure to observe the Code may result in cancellation  
of your ticket or pass by Resort Staff.**

