

TERMS & CONDITIONS

2024 OVERSNOW TRANSPORT TERMS & CONDITIONS

By purchasing Oversnow Transport, you are agreeing our Booking Terms and Conditions, and to the terms and conditions below:

Please read all booking, payment, cancellation, and travel conditions below

GENERAL

As Charlotte Pass Snow Resort is completely snowbound, Charlotte Pass Oversnow Transport is the only way to access the resort. The time of your departure to and from the resort will be shown on your transport tickets. Please note that you should be ready for your Over Snow Transport to and from the resort at least 15 minutes prior to the scheduled departure times.

If you miss your ticketed departure times then you will have to wait for the next available Over Snow Transport, which may result in lengthy delays.

CARRIAGE

The Passenger agrees to travel with *Charlotte Pass Snow Resort Pty Ltd* (the Company) subject to the following Terms and Conditions.

LIMITATION OF LIABILITY

a) Payments accepted by the Company in respect of a Ticket are subject to the Fare Rules applicable to the category of ticket purchased;

b) The Company will not be liable to the Purchaser, the Passenger, or to any other person for costs or losses resulting from diversion, substitution, alteration, cancellation or delay, whether caused by but not limited to weather conditions, road traffic delays or airline delays.

c) The Company will be not liable for consequential or other loss of any kind, arising directly or indirectly from negligence or any act or omission or any other cause in connection with provision or non-provision of Carriage or any transport or service.

d) The Company will not be liable for inaccuracy in any information concerning transport, services or their pricing whether referred to in the e-ticket or any other document.

e) The company will not be liable for the loss, damage or delay of baggage.

f) The reservation is non-refundable.

BAGGAGE ALLOWANCE

Each Oversnow Transport ticket entitles the passenger to the carriage of one kit consisting of:

- One piece of baggage, one pair of skis and stocks & one pair of ski boots OR
- One piece of baggage, one snowboard & one pair of snowboard boots.

Bags weighing more than 23kg will be charged \$5 per kilo excess weight fee. Additional bags will be charged at per piece of baggage. No single piece can exceed 30kg. Extra Pieces may be purchased for an additional fee.

If an item exceeds 30kgs they will not be accepted onto the Oversnow and will need to be freighted in at additional costs.

For safety reasons, the items listed below must **NOT** be included in checked and carry-on luggage:

- Compressed gases – flammable, non-flammable and poisonous.
- Corrosives – acids, alkalis, mercury and wet cell batteries.
- Explosives – munitions, fireworks and flares.
- Flammable liquids and solids – lighter fuel, matches, paints, thinners and fire-lighters.
- Oxidising materials - bleaching powder and peroxides.
- Poisons and infectious substances – insecticides, weed killers and live virus materials.
- Firearms, spear guns, crossbows and knives.
- Radioactive materials.

BOARDING REQUIREMENTS

In the interest of on-time departures the Passenger must be ready for boarding by the time fixed by the Company, and in any case not less than 15 minutes prior to the scheduled departure time from relevant pickup location.

At the time of boarding, the Passenger must be present on the trip manifest before loading.

A passenger who fails to board or present themselves at the pickup location within the stipulated time may not be permitted to travel and may be deemed a “no show”.

This may result in the Passenger's booking being cancelled. Any of the following events constitutes a cancellation:

- a) Failure to board or present themselves at pickup location within the stipulated time;
- b) Request to cancel part or the entire ticketed journey; and
- c) Breaking any of these agreed Terms & Conditions.

In these circumstances, the ticket will be deemed cancelled by the company, and is non-refundable.

REFUNDS

- a. There are no refunds on any pre-booked oversnows.
- b. No refunds are given to customers due to lack of snow or poor weather conditions, breakdowns or other such events beyond CPSR's control.
- c. No refunds are given to customers due to injury.
- d. Refunds will not be given on 'no shows' or any components 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.

AMENDMENTS

Any changes to transport bookings attract a \$5 per person per sector service fee. This involves time changes only. There are no date changes permitted under amendments

VEHICLES

The company reserves the right to change the type of vehicle at any time without notice. The company also reserves the right to alter mode of transport at any time without notice.

GOVERNMENT AND OTHER TAXES AND CHARGES

The price of the Ticket includes any taxes and fees which are imposed by the relevant government authorities.

INSURANCE

Personal and baggage insurance is highly recommended and should be obtained separately. The Company does not offer travel insurance.

BEHAVIOURAL EXPECTATIONS AND RIGHT TO REFUSE SERVICE

Prior to boarding and during the journey on our Oversnow transport, we kindly request all guests to adhere to courteous and safe conduct. Please be punctual for departure times, as delays can affect the overall schedule.

During the journey, we ask that guests remain seated, with their seatbelts on, follow the instructions of our staff, and refrain from loud or disruptive behaviour that may disturb fellow passengers.

Your safety and comfort are our top priorities, and any behaviour jeopardising these may result in appropriate action.

We reserve the right to refuse travel to any guest who does not behave appropriately before, during or after the journey. As outlined in our general terms, we do not tolerate abusive or aggressive behaviour from our customers. We may refuse service and may confiscate or cancel relevant Products & Services (without providing a refund and/or credit) to any guest who, in our reasonable judgment, engages in unacceptable behaviour. This includes 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. Behaviours related to intoxication, excessive alcohol consumption, or the use of restricted substances or drugs.
- iv. The possession, carriage, or use of restricted substances or drugs (unless medically prescribed).
- v. The possession, carriage, or use of dangerous items, such as weapons.
- vi. Engaging in illegal conduct.
- vii. Any other conduct that we reasonably deem to represent a risk to health and well-being.

We prioritise the safety and comfort of all passengers and reserve the right to take appropriate action to ensure a safe and enjoyable journey for everyone.

SMOKING

In accordance with Company policy, smoking is not permitted at any time during travel with the Company.

FOOD AND DRINK

Passengers are not permitted to consume any food or drink whilst on board.

CHANGE OF TERMS AND CONDITIONS

The Company reserves the right to change the Terms & Conditions of Travel at any time. The latest version of the Terms & Conditions are available at www.charlottepass.com.au

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charlottepass.com.au