

2018 SCHOOL SEASON MEMBERSHIP

BOOKING PROCEDURE

“2018 SCHOOLS SEASON MEMBERSHIP”

The extension of 2018 Schools Season Memberships (\$549) and the 2018 Season Membership refund Protection Plan (\$30 for students and \$50 for Teachers) to schools requires the schools to distribute and collect completed “2018 School Season Membership” application forms and consolidate payments by **10th May 2018**. School will submit all 2018 season membership application forms to Buller Holidays no later than **14th May 2018**. NB: Teachers are eligible for a complementary “2018 Season Membership” on a ratio on 1:8 “2018 Schools Season Memberships” that are directly ordered through the school. The discounted rate will not be extended to any schools/parents after 14th May 2018. **This offer is not extended to individual students or teachers!**

1. School to advise parents of the 2018 School season membership terms and conditions, cost and distribute the 2018 School Season Membership Application forms (Appendix A, *including application form on page 9*).
2. Schools to compile application forms and collect payments prior to 14th May 2018. (2018 Schools Season Memberships will not be available for sale for \$549 after this date).
3. Applications must be sent in one bulk order to Buller Holidays by the 14th May 2018.
4. Buller Holidays will issue an invoice for the bulk 2018 Season Membership order once processed.
5. Schools will make payment to Buller Holidays as per T&C's on invoice.
6. Students are able to collect their “2018 Schools Season Membership” passes from the “Sale Yards” Mt Buller from opening weekend (9th June, 2018).

COMPLIMENTARY¹²³ 2018 TEACHER SEASON MEMBERSHIPS

Primary & Secondary School	1:8	One teacher skis free for every eight (8) student memberships purchased through the school
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Terms & Conditions:

¹ Complimentary Teacher Season Memberships are non-transferable and remain the property of Buller Ski Lifts. Teachers will be required to complete an application form and submit with student applications.

Teachers are able to collect their “2018 Schools Membership” passes from the “Sale Yards” Mt Buller from opening weekend (9th June, 2018).

Schools are required to complete Appendix B on page 9 of this planner and return a signed copy to Buller Holidays.

APPENDIX A

SCHOOLS TO DISTRIBUTE TO PARENTS & ENSURE SIGNED OFF

AGREEMENT CONDITIONS OF ISSUE AND USE OF 2018 SEASON MEMBERSHIP

NOTICE TO USER: PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SELECTING YOUR PURCHASES.

BY SIGNING THIS FORM, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. IF YOU ARE MAKING A PURCHASE ON BEHALF OF ANOTHER PERSON, YOU AGREE THAT YOU ARE MAKING THE PURCHASE AS THEIR AGENT.

IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU WILL NOT BE ABLE TO CONTINUE WITH YOUR PURCHASE.

GENERAL CONDITIONS

1. DEFINITIONS:

In these Conditions unless there is something in the subject or content inconsistent therewith:

- 1.1 'Application Form' means the 2018 Season Membership Application
- 1.2 'Company' means Buller Ski Lifts Pty. Ltd. ABN 25 153 985 829, its employees and agents
- 1.3 'Holder' means any Season Membership Holder
- 1.4 'Membership' means any Season Pass
- 1.5 'Pass Price' means the full Pass Price relevant to the Pass for which the application is made, as set out on the application form
- 1.6 'Purchase Price' means the price paid for the pass depending on the date it was purchased
- 1.7 'Purchase' or 'purchased' means to have paid in full
- 1.8 'Relevant Date' means 1 June 2018
- 1.9 'Season Membership Holder' means a person who has applied, purchased and been issued with any one of the following Membership types by the Company for the Ski Season: Adult, Student, Schools, Over 65, Over 70, and Under 5
- 1.10 'Ski Lifts' means such lifts as may be operated by the Company at Mt Buller from time to time during the Ski Season
- 1.11 'Ski Season' means the period in the 2018 calendar year during which the Company shall operate the Ski lifts which period is proposed to commence on 11 June 2018 and is proposed to expire on 31 October 2018 PROVIDED THAT the Company may in its absolute discretion determine in accordance with the snow and/or weather conditions prevailing to any particular day or days during the Ski Season, the quality and the nature of the Ski Lifts (if any) the services and facilities to be operated or offered by the Company on that day
- 1.12 'These conditions' means the Conditions of Issue on the 2018 Season Membership

2. ELIGIBILITY:

The following passes may be purchased for by the following persons:

- Schools Season Membership – a person who is aged 5 years to 14 years on the relevant date or a person aged 15 and over who is enrolled full time in a secondary school on the relevant date

3. APPLICATION:

- 3.1 To apply for a Season Membership, a person must complete the online or hard copy application form and accept & sign these conditions and forward the same to the Company together with payment in full
- 3.2 The Company may at its sole and absolute discretion require such evidence as it considers necessary for the eligibility of an applicant for a pass to be produced by the applicant prior to issuing the applicant with a pass. The Company requires a current, colour head shot photo with the face clearly visible of the Holder with each Pass
- 3.3 Once the Company is satisfied of the eligibility of an applicant for a Membership and has received and accepted the applicant's completed order form and payment in full, the Company will issue the applicant with the Membership B-TAG

4. RIGHTS GRANTED:

- 4.1 Subject to these conditions, Membership Holders shall be entitled to use the ski lifts during the ski season subject to any conditions or restrictions relative to the specific Membership type they have purchased.
- 4.2 To entitle a Season Membership Holder to use the ski lifts during the ski season, the Season Membership Holder shall always carry his or her season membership and if requested shall present the same to an employee representative and/or agent of the Company prior to boarding any ski lift during the ski season.

5. ADDITIONAL BENEFITS:

Subject to these conditions and in addition to the rights conferred upon Pass holders pursuant to Clause 4.1. Holders shall be entitled to the following additional benefits:

- 5.1 Season Membership Holders are entitled to:
 - a) 10% Discount at all Buller Sports' rental and retail outlets including Buller Sports Mansfield, Chalet, Ski School, Central, Freeride and Altitude Mt Buller.
 - b) 10% discount when dining at the ABOM restaurant and bar, Tirol Café.
 - c) 10% discount on Ski & Snowboard School Adult class and Private lessons and the Buller Kids program (6-14yrs)
 - d) Regular offers and additional discounts
 - e) Discounts are applied off the full retail prices.

6. LOST OR STOLEN MEMBERSHIP:

Should a seasons membership be lost or destroyed, the holder must complete a Lost Membership Form, (which can be obtained from Buller Ski Lifts Ticketing Department) and submit the form to the Company. The lost or destroyed pass will be deactivated and the Company will re-issue a new pass upon receipt of a \$10 replacement fee.

7. GENERAL CONDITIONS:

- 7.1 The holder shall comply with the provisions of the ALPINE RESPONSIBILITY CODE.
- 7.2 The holder acknowledges and agrees that the Membership remains the property of the Company.
- 7.3 The holder acknowledges and agrees that the Membership and the assigned benefits as per clause 5 are not transferable.
- 7.4 The holder acknowledges and agrees that the Company may in its absolute discretion determine in accordance with the snow, slope, and/or weather conditions prevailing on any particular day or days during the ski season the quantity and the nature of the ski lifts (if any), the services and the facilities to be operated or offered by the Company on that day or days and the holder further acknowledges and agrees that he or she shall not be entitled to any refund, credit or transfer in respect of the Membership with which he or she has been issued if any of the ski lifts and/or the services and the facilities are not operated or offered by the Company for any reason whatsoever for any period during the ski season.

8. TERMINATION:

The Season Membership issued to a Holder may be cancelled or revoked by the Company without refund to the holder, at the absolute discretion of the Company, for;

- 8.1 Reckless or careless conduct or non-compliance with the ALPINE RESPONSIBILITY CODE, on display within the Mt. Buller Alpine Resort and on the Mt Buller website or with the notices or other directions of the Company.
- 8.2 Violation by the Holder of any of the rules posted or established by the management of the Company.
- 8.3 Violations by the Holder of area closures, trail closures and ski area boundaries.
- 8.4 Acts endangering the safety of or harming other persons or misconduct by the Holder.
- 8.5 The use of the Membership by any person other than the Holder.
- 8.6 Damage to the property of the Company by the Holder; and/or
- 8.7 Any breach of these Conditions

9. REFUND POLICY - SEASON MEMBERSHIP REFUND PROTECTION PLAN

At the time an application is submitted for a Season Membership, the applicant may also elect to purchase refund protection under the Season Membership Refund Protection Plan for that Season Membership, which will operate in accordance with the terms of this clause 9.

- 9.1 The Season Membership Refund Protection Plan is available for a payment of \$30 per Student Season Membership. It is unique to each Season Membership, is not transferable and cannot be sold or exchanged.
- 9.2 The Season Membership Protection Plan entitles a Season Membership Holder to claim a refund in respect of the relevant Snow Season if a triggering event has occurred. Triggering events are:
 - a) An injury to the Holder;
 - b) An ongoing illness of the Holder;
 - c) An injury or ongoing illness to a dependent of the Holder for whom the Holder will be the primary care giver;
 - d) Death of the Holder;
 - e) Pregnancy of the Holder; and
 - f) International or interstate relocation of the Holder
- 9.3 Any injury or illness relied on as a triggering event must be certified by an independent qualified medical practitioner who is not related to the Holder and must incapacitate the Holder or dependent for a period of at least 4 weeks after the Relevant Date.
- 9.4 The Company may request the Holder to provide it with such additional information and/or evidence in relation to the triggering event as the Company in its sole and absolute discretion considers necessary.
- 9.5 To claim a refund, the Holder must complete a refund form available from the Company and forward the same and medical certificate or other evidence (the 'Refund Claim') to the Company.
- 9.6 The Holder will not be entitled to a refund unless and until the Company has received the completed refund form, the original medical certificate and any other information reasonably required by the Company.
- 9.7 The Company will, acting reasonably but in its sole and absolute discretion, determine the eligibility of a Holder for a refund pursuant to this clause 9.
- 9.8 The refund to which a Holder may be entitled to claim is determined on the later of the date of the triggering event and the last date the B-TAG was used, if any use has occurred ('refund date'). If the refund date is in the applicable year:
 - a) Before 1 June, the refund is 100% of the Purchase Price;
 - b) After 1 June and before 1 July, the refund is 75% of the Purchase Price;
 - c) After 1 July and before 1 August, the refund is 50% of the Purchase Price;
 - d) After 1 August and before 1 September, the refund is 25% of the Purchase Price; and
 - e) After 1 September there is no refund.
- 9.9 The fund claim shall take approximately four (4) weeks from the date upon which the claim is received by the Company to process. The Company's decision is final.
- 9.10 The price paid by the Holder for protection under the Season Membership Refund Protection Plan is non-refundable regardless of whether or not the Holder makes a claim for a refund.
- 9.11 The Company will not refund or replace a Season Membership due to the Holders' illness or injury unless the Holder has purchased the Season Membership Refund Protection Plan and qualifies for a refund in accordance with this clause.
- 9.12 Once a refund has been made the Season Membership is cancelled and shall have no further effect in that Snow Season. If the Holder wishes to resume activities at the Resort, the Holder will need to purchase alternative Access Products.

10. RELEASE OF LIABILITY AND WAIVER OF THE RIGHT TO SUE THE COMPANY

In consideration of the issue to the Holder of a Season Membership by the Company the Holder and the Parents or Guardian's ("the Parents") of the Holder (if the Holder is under 18 years of age at the date hereof) agree as follows:

EXCLUSION OF LIABILITY – WAIVER OF RIGHT TO SUE – YOUR ASSUMPTION OF RISK – THESE CONDITIONS AFFECT YOUR LEGAL RIGHTS

WARNING: If you participate in the Recreational Activities detailed below 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**.

Buller Ski Lifts Pty Ltd (Buller) as the supplier of Recreational Services, sells all tickets and supplies all recreational ski area services and facilities including, but not limited to skiing, snowboarding, snowtubing, tobogganing, skiing or snowboarding lessons, operations of the ski patrol and the use of ski lifts (Recreational Activities) in the Mt Buller, Mt Stirling Alpine Resort (the Resort) subject to the following conditions:

These conditions do not affect any rights you have under Schedule 2 of the **Competition and Consumer Act 2010 (Cth)** (the Act) except to the extent excluded in condition 2.

1. Buller, its employees, directors, officers, guides, instructors, contractors and agents (the supplier) are not liable to you, your dependents or legal representatives in negligence, breach of contract or statute or statutory duty (including for breach of consumer guarantees implied by the Act) for personal injury or death suffered by you from our supply of Recreational Activities including the condition, layout, construction, design or use of ski runs or slopes or the presence of people or objects thereon or nearby or any associated sporting activities or similar leisure time pursuits on or at the Resort.
2. You acknowledge that the Recreational Activities are dangerous with many inherent risks, dangers and hazards and personal injury and sometimes death can occur and you assume and accept all risk of personal injury or death from Recreational Activities, and hereby waive the right to sue the supplier for any personal injury or death in any way whatsoever arising from such activities.
3. All tickets remain the property of Buller and cannot be transferred or resold. They are valid only for the date shown and are void if tampered with.
4. Buller will not refund or replace a ticket if you lose it or suffer illness or injury, or if any lift service is not operating.
5. You must comply with the **Alpine Responsibility Code** and all signs or other directions of the supplier and the supplier may suspend or cancel your access to Recreational Activities at its absolute discretion for non-compliance with these conditions, the Alpine Responsibility Code or for reckless or careless conduct.

PRIVACY COLLECTION STATEMENT

We collect the personal information required by this form for the primary purpose of providing you with the products or services you are seeking, and accordingly, if the personal information you provide is incomplete and/or inaccurate we may be unable to provide you with those services. More detailed information about the way we use, disclose and secure your personal information, and how you can access that information can be found in our privacy policy, available by contacting us or by visiting our website, www.mtbuller.com.au.

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012:

Under the *Australian Consumer Law* (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you:

1. **are rendered with due care and skill; and**
2. **are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and**
3. **might reasonably be expected to achieve any result you have made known to the supplier.**

Under section 22 of the *Australian Consumer Law & Fair Trading Act 2012*, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the *Australian Consumer Law & Fair Trading Act 2012* if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in paragraphs 2.2 and 2.3 above.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the Supplier's part. Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the *Australian Consumer Law & Fair Trading Act 2012* and section 23(3)(b) of the *Australian Consumer Law & Fair Trading Act 2012*

SEASON MEMBERSHIP ADDITIONAL CONDITIONS

11. APPLICATION:

- 11.1 To purchase a School Season Membership, the applicant must complete the official form distributed from the school.
- 11.2 The Company may at its sole and absolute discretion require such evidence as it considers necessary to confirm the eligibility of the intended Holder for the category of Season Membership applied for by the applicant prior to issuing to the applicant the requested Buller Pass.
- 11.3 The Company requires a current, color head shot photo with the face clearly visible of the intended Holder with each Season Membership. This may be uploaded as a jpeg. The name and photograph of the intended Holder cannot be altered.
- 11.4 Once the Company is satisfied of the eligibility of the intended Holder for a category of Season Membership and has received and accepted the applicant's completed order form and, subject to clause 12, payment in full, the Company will issue the applicant with the Season Membership.

12. RIGHTS GRANTED:

- 12.1 Subject to these conditions, Season Membership Holders are entitled to use the Ski Lifts during the Snow Season.
- 12.2 To use the Ski Lifts during the Snow Season, the Holder must always carry his or her B-Tag and if requested shall present the same to an employee representative and/or agent of the Company prior to boarding any Ski Lift during the Snow Season.

13. REFUNDS & CREDITS:

- 13.1 Neither refunds nor credits will be issued for any portion of lessons that are not consumed.
- 13.2 Neither refunds nor credits will be issued if during the winter season lift access is not possible due to inclement weather; snow conditions or other unforeseen circumstance.

SNOW DOUGH ADDITIONAL CONDITIONS

A B-Tag may also be used as a stored value card. At the option of the Holder the B-Tag may be loaded with money and used (instead of cash) to pay for various goods and services within the Resort ("Snow Dough"). The Holder will be bound by these additional conditions from the date the B-Tag is first used for a financial transaction.

14. LOADING:

- 14.1 The B-Tag may be used by the Holder as a non-cash payment facility. The B-Tag can be linked to a stored-value account established with the Company (Snow Dough Account) into which the Holder or a third party may deposit sums up to but not exceeding the maximum balance of \$1000.
- 14.2 The B-Tag may be loaded online by using the secure payment facility at bslestore.com.au/eStore. Payment is by credit card with a minimum deposit of \$20. Payments into the Holder's Snow Dough Account may be made at any time using the on-line facility or app.
- 14.3 The Holder may use the Snow Dough to pay for goods and services sold by the Company at the Resort including the ski and snowboard school and at ticket windows. Snow Dough is accepted at venues where the Snow Dough symbol is displayed.
- 14.4 The B-Tag Holder agrees to these terms and conditions for use of the B-Tag by depositing money into his/her Snow Dough Account for use with his/her B-Tag.

15. FEES & CHARGES

- 15.1 The Company does not charge any fees to establish a Snow Dough Account. However, a Holder must deposit a minimum of \$20 into his/her Snow Dough Account to establish the facility.
- 15.2 An administration fee will be charged by the Company if:
 - (a) the Holder requests that the Company reissue the Holder with a new B-Tag because the Holder has lost or damaged the B-Tag or it has been stolen (see clause 5 of these conditions);
 - (b) the funds in the Holder's Snow Dough Account are refunded to the Holder for any reason; or
 - (c) the Company is required to deal with the balance of funds in the Holder's Snow Dough Account in accordance with the *Unclaimed Monies Act 2008 (Vic)*.

16. ACCOUNT BALANCE

- 16.1 The account balance for each Snow Dough Account may not exceed an amount of \$1,000. The B-Tag Holder's account must not have a negative balance and any transactions exceeding the value remaining on the B-Tag will need to be paid for by other methods for the amount that is in excess of the B-Tag balance. The B-Tag Holder's account balance can be viewed online, at the Sale Yards or at any point of sale accepting the B-Tag for payment.
- 16.2 The B-Tag is not a credit card and it may not be used for cash withdrawals or cash advances.
- 16.3 Any balance in the B-Tag Holder's account at the end of the Snow Season may be rolled over to the next season. The B-Tag Holder agrees that no interest is payable by the Company on the balance of the Snow Dough Account.

17. TRANSACTION LIABILITY:

- 17.1 The Holder is responsible for and bears the cost of all transactions made with their B-Tag. The account balance on the B-Tag is the equivalent of cash wherever the B-Tag is accepted.
- 17.2 The Holder must ensure the safe keeping of their B-Tag and must not release the B-Tag details to anyone, other than authorised Company personnel, and must not permit any other person to use their B-Tag.
- 17.3 If the Holder is a minor, the person providing the funds to the associated Snow Dough Account acknowledges that the deposit is the equivalent of giving cash to the minor and that the minor may use the Snow Dough to purchase goods and services. The Company accepts no liability whatsoever for the purchasing decisions made by minors.
- 17.4 If a B-Tag is lost or stolen the B-Tag Holder must immediately deactivate their card and report the matter to the Company on (03) 5777 7800. There is a 24-hour message recording facility for all reports that are made outside the business hours of the Company. The Holder is liable for all transactions up to the time the Snow Dough account on the B-Tag is deactivated.
- 17.5 The Company is not liable for any unauthorised use of the B-Tag or any loss suffered by the Holder due to the Holder's breach of these conditions.

18. TRANSACTION RECORDS:

- 18.1 The Sale Yards is responsible for the administration of Snow Dough and the B-Tags. Each transaction made with a B-Tag is recorded.
- 18.2 The Holder can, free of charge, obtain a record of its transactions made using the B-Tag:
 - (a) in person by visiting the Sale Yards during normal operating hours;
 - (b) by telephone by contacting the Sale Yards during normal operating hours.

19. DISPUTE RESOLUTION:

- 19.1 If a B-Tag Holder believes there is an error, unauthorized transaction or other issue relating to their Snow Dough Account or its use then the Holder should contact the Sale Yards as soon as practicable and provide the following details:
 - (a) Details of the relevant transaction (date, time, merchant);
 - (b) Holder's contact details (email/mobile phone); and
 - (c) Any other information reasonably requested by the Company to investigate the dispute.
- 19.2 The Sale Yards will use its reasonable endeavors to investigate the matter and resolve the matter and respond to the Holder within [10 Business Days] of receiving the Holder's report. If the Sale Yards finds that an error has occurred, the Holder's account will be corrected.
- 19.3 The Holder may request an update on the status of the matter by contacting the Sale Yards during regular operating hours.

20. REFUNDS:

- 20.1 A Holder may request a refund of Snow Dough either online or in writing at the end of the Snow Season or upon the earlier termination of the B-Tag. Snow Dough refunds will be made by electronic funds transfer into an account provided by the Holder for this purpose at the time of establishing the Holder's account. An administration fee of \$10 will apply and be deducted from any remaining balance upon a refund being made.
- 20.2 Any B-Tag that is inactive with an unclaimed balance will be retained for a period of not more than seven years. The balance will be managed in accordance with the requirements of the Unclaimed Monies Act 2008 (Vic). An administration fee of \$10 will apply and be deducted from the balance following the expired period.

21. EXPIRY OF SNOW DOUGH ACCOUNT

- 21.1 A Snow Dough account will expire after 2 years of inactivity.
- 21.2 The Holder may request and receive a refund of the money in its Snow Dough Account in accordance with clause 20. If there are funds remaining in the Holder's Snow Dough Account at the expiry date and the Holder has not requested a refund, the Company may, in its discretion, refund the balance to the Holder in accordance with clause 20, less an administration fee of \$10.

22. VARIATION OF SNOW DOUGH ADDITIONAL CONDITIONS:

The Company may vary these Snow Dough Additional Conditions, by providing 30 days written notice. Notices will be sent to the Holder by email if the Holder provided an email address to the Company at the time of establishment of the Snow Dough Account. Notice of variations to these terms and conditions will also be posted on the Company's website at mtbuller.com.au. The Holder may request a copy of the latest terms and conditions, which the Company will provide to the Holder free of charge.

SIGNATURE(S) OF SEASON MEMBERSHIP HOLDER(S)

I, hereby apply for the Season Membership(s) more particularly described in the "Conditions of Issue and Use of 2018 Season Membership" and have read and understood these conditions and agree to comply with these conditions and will read and comply with the Alpine Responsibility Code and all notices, signage and all other safety rules published and displayed by the Company.

Signature of Season Membership Holder: Date

(or Signature of Parent and/or Guardian if Holder is not 18 years of age at date hereof)

APPENDIX B

ACCEPTANCE OF TRADING TERMS & CONDITIONS FOR 2018 SCHOOL SEASON MEMBERSHIPS

Buller Ski Lifts are committed to providing the most competitive prices in order to keep snowsports accessible to all students. These prices are offered on the understanding and adherence to the following, please read this section carefully. This agreement is:

Between: Buller Ski Lifts Pty. Ltd.
ABN 20 006 242 066
PO BOX 1
Mt Buller VIC 3723

trading as Buller Holidays

And: _____ (“The School”)

This agreement between Buller Holidays and the School covers Buller Holidays products as per this document, i.e. seasonal membership from 1st June 2018 until 31st October 2018.

CANCELLATION & REFUNDS

Neither refunds, nor credits will be payable should schools, students or teachers not consume 2018 Winter Season Memberships. 2018 Winter Season Memberships are not transferable and cannot be resold.

DISCLOSURE

This brochure and agreement is not to be published nor disclosed to 3rd parties.

CLAIMS PRECEDURE

Claims for disputed invoices must be provided in writing within 14 days of invoice date.

- 3.1 An invoice in dispute does not preclude payment of undisputed amounts on invoices.
- 3.2 BSL will investigate and respond to the claim within 7 days of receipt.
- 3.3 A credit note will be issued if the claim is determined to be valid.
- 3.4 If the claim is determined to be invalid, BSL will provide this advice in writing. Payment of the disputed amount must be received in the next payment cycle.
- 3.5 Disputes in relation to the Claims Procedures will be subject to the Escalated Dispute Resolution Procedure. Disputes must be notified in writing within 7 days of BSL’s determination.

ESCALATED DISPUTE RESOLUTION PROCEDURE

- 4.1 In the first instance, the parties will attempt to resolve a dispute by good faith negotiations.
- 4.2 If after negotiations the dispute remains unresolved within 7 days, the dispute will be escalated to the General Manager (and/or their designate) of BSL and their equivalent in the customer’s organisation. They will resolve the issue in a manner that preserves the commercial relationship between the parties within 7 days of the dispute being escalated.

LIMITATIONS OF RIGHT TO SUE

Under Victorian Law, the provider of adventure tourism activities is compelled to bring to the attention of recipients of services the limitations of their rights to sue – prior to the purchase of tickets. Accordingly, Schools are required to ensure these requirements of law will be complied with. Please note that it is your responsibility to notify student and their parent/guardian of this information at the time of reservation.

ACCEPTANCE OF ALL TERMS AND CONDITIONS

I accept all of the terms and conditions within this document.

For the School

Signature:

Name:

Date:

For Buller Ski Lifts Pty. Ltd trading as Buller Holidays.

Signature:



Name:

_____ Roman Pacak _____

Date:

_____ 19 March 2018 _____

SCHOOLS SEASON MEMBERSHIP BOOKING FORM 2018

School to distribute to students

PARENTS TO COMPLETE

SCHOOL NAME: _____

STUDENT NAME: _____

DATE OF BIRTH: _____

PARENTS NAME: _____

PARENT CONTACT NUMBER: _____

ITEM #	PRODUCT	PRICE	QUANTITY	TOTAL \$
1	School Membership Season Pass	\$549		

Conditions of Purchase:

1. Signed Liability Season Pass Waiver (Appendix A) form MUST be attached to this application from prior to distribution of any 2018 Membership Product
2. An updated photograph is required of each student
3. No credit of any nature will be provided or issued if lesson or lift passes are not consumed

THESE FORMS MUST BE RETURNED TO YOUR RESPECTIVE SCHOOL – PLEASE DO NOT SEND TO BULLER SKI LIFTS
Buller Ski Lifts PTY LTD ABN 25 153 985 829