



2015 School Winter Season Membership Planner

Buller Ski Lifts Pty Ltd
Trading as Buller Holidays
ABN 25 153 985 829

Mt Buller Office: Bernd Greber Building, Mt Buller / PO Box 1, Mt. Buller VIC 3723 Australia
P: 1800 810 200 F: (03) 5777 7801

1. Contact information

Buller Holidays

free call:	1800 810 200
fax:	03 5777 7865
email:	bookings@bullerholidays.com.au
website:	www.bullerholidays.com.au

Mt Buller website www.mtbuller.com.au

For all resort information and live updates on resort and snow conditions.

Mt Buller App

Download the Buller Holidays App, now available for both iPhone and Android smartphones, for reloading your BTAG and up-to-the-minute information on snow conditions, lift status, snow cams, on-mountain events and much more.

Ski Patrol	phone:	03 5777 7808
Medical Centre	phone:	03 5777 6185
Mt Buller Police	phone:	03 5777 6172

2. BOOKING TIPS – “2015 SEASON SCHOOLS MEMBERSHIP”

The extension of Early Bird Season membership (\$449) and 2015 Winter Season Membership Protection Plan (\$30 for students and \$50 for Teachers) to schools requires the schools to distribute and collect completed “2015 Season Schools Membership” application forms and consolidate payments by 20th May 2015. School will submit all 2015 season membership application forms to Buller Holidays no later than 25th May 2015. NB Teachers are eligible for a complementary “2015 Membership” on a ratio on 1:8 “Schools Memberships” that are directly ordered through the school. The early bird rate will not be extended to any schools/parents after 31st May 2015. This offer is not extended to individual customers!

Step 1 – Schools will advise individual parents about 2015 winter season membership pricing at earliest convenience.

Step 2 – Schools send out application forms to students. 2015 Winter Season Membership Application forms (Appendix A) is available in the document bellow alternatively a copy is available from our website.

Step 3 – Schools collect application forms and payments prior to 20th May 2015

Step 4 – Schools consolidate all application forms and send one bulk 2015 Winter Season Membership order to Buller Holiday prior to 25th May 2015.

Step 5 – Buller Holidays will issue an invoice for the bulk 2015 Winter Season Membership order by 27th May 2015.

Step 6 – Schools will make payment to Buller Holidays as per T&C’s on invoice by the 31st May 2015.
(2015 Schools Memberships will not be available for sale for \$449 after this date)

Step 5 – Students are able to collect their “2015 Schools Membership” passes from the “Sale Yards” Mt Buller from 6th June 2015.

3. Complimentary¹ “2015 Season Teacher Membership”:

Primary & Secondary School	1:8	One teacher skis free* for every eight (8) students memberships purchased through the school
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¹ Complimentary Teacher 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.

² The Complimentary 2015 Season Teacher Membership does not include 2015 Winter Season Membership Protection Plan. This can be purchased separately, please contact Buller Holidays for more details.

³ Teachers are able to collect their “2015 Schools Membership” passes from the “Sale Yards” Mt Buller from 6th June 2015.

Schools are required to complete Appendix B on page 10 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 2015 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 2015 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 6 June 2015
- 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, 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 2015 calendar year during which the Company shall operate the Ski lifts which period is proposed to commence on 06 June 2015 and is proposed to expire on 30 September 2015 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 2015 Season Membership

2. ELIGIBILITY:

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

- Schools - Kids Season Membership – a person who is aged 5 years to 14 years on the relevant date and a person aged 15 and over who is full time enrolled 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
- 3.4 Passes will be mailed in mid-May to the Membership Holder unless other arrangements are made and agreed upon, with the Company

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, Après Bar, Tirol Café and the Black Cockatoo Restaurant.
 - 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 \$26 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
- 1.7 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 \$50 per Adult Season Membership and \$30 per Student Season Membership or Over 65 Season Membership. It is unique to each Season Membership, is not transferable and cannot be sold or exchanged.
- 9.2 The Season Membership Refund 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 dependant 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 dependant 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, determines 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:

APPENDIX B

ACCEPTANCE OF TRADING TERMS & CONDITIONS FOR SCHOOL BOOKINGS 2015

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 2015 until 31st October 2015.

1 CANCELLATION & REFUNDS

No refunds nor credits will be payable should schools, students or teachers not consume 2015 Winter Season Memberships

2015 Winter Season Memberships are not transferable and cannot be resold.

2 DISCLOSURE:

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

3 CLAIMS PRECEDURE

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

- 10.7.1 An invoice in dispute does not preclude payment of undisputed amounts on invoices.
- 10.7.2 BSL will investigate and respond to the claim within 7 days of receipt.
- 10.7.3 A credit note will be issued if the claim is determined to be valid.
- 10.7.4 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.
- 10.7.5 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.

10.8 ESCALATED DISPUTE RESOLUTION PROCEDURE

- 10.8.1 In the first instance the parties will attempt to resolve a dispute by good faith negotiations.
- 10.8.2 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.

10.9 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

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

Signature:

Signature:



Name: _____

Name: _____Roman Pacak_____

Date:

Date: 22nd May 2015