  

**Important Conditions of Purchase**

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 is required to ensure that any recreational services it supplies to you —

• are rendered with due care and skill;

• are reasonably fit for any purpose which you, either expressly or by implication, make known to the Supplier; and

• might reasonably be expected to achieve any result you have made known to the Supplier.

Under section 22 of the Act, the Supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you enter the Resort and thereby accept these terms & conditions, you will be agreeing that your rights to sue the Supplier under the Act 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 these terms & conditions.

NOTE: The change to your rights, as set out in these terms & conditions, 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 and Fair Trading Regulations 2012 and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012.

These terms and conditions apply to holders of Permits (Permit Holders) issued by the Southern Alpine Resort Management for the Mount Baw Baw Alpine Resort and cover the Permit Holders':

a) use and conduct in respect of the Permit; and

(b) use of the Resort and facilities, and any activities carried out by the Permit Holder, whilst at the Resort.

The Supplier may in its sole discretion issue Permits for entry into the Resort subject to the conditions set out below.

Each Permit entitles the Permit Holder to access the Resort during the period stipulated on the Permit.

The price of the Permit is the amount set out at <https://mountbawbaw.com.au/resort-entry> from time to time. No Permit will be issued unless and until the Supplier has received payment of the price in full.

**The Permit must be on the lower inside driver’s side of the front windscreen of the vehicle listed on the Permit and with the expiry date clearly visible prior to entry into the Resort – (Regulation 11.(3) Alpine Resorts (Management) Regulations 2009).**

The Permit:

(a) remains the property of the Supplier, is not transferable and cannot be resold;

(b) is valid only for the date/s shown on the Permit and in respect of the vehicle shown on the Permit (note that the registration number on the Permit must not be altered);

(c) is void if the seal is broken;

The Supplier may at its discretion withdraw or cancel any Permit if it determines, in its reasonable opinion, that a Permit Holder has breached any of these terms & conditions.

No replacement or refund will be made for loss of Permit, in the event of poor snow conditions, or if any lift service or other facility is not operating or open. The Supplier will not under any circumstances provide a refund for Permits purchased online.

At all times while in the Resort, the Permit Holder must comply with:

(a) the Alpine Responsibility Code which is available at

http://snowsafe.org.au/alpine-responsibility-code/

(b) the Alpine Resorts (Management) Act 1997 and associated regulations; and

(c) all signs (including during hours of darkness) or other directions of the Supplier or any of its employees and agents.

Vehicles must not be left in a position to cause any obstruction to footpaths or roads.

Subject to \*clause below:

(a) the Supplier excludes any implied term, warranty or statutory right that may apply in connection with the provision of any goods or services in connection with this Permit;

(b) the Permit Holder voluntarily undertake activities within the Resort and acknowledge and agree that such activities may be dangerous and that personal injury or death may result;

(c) to the extent that any services provided by the Supplier in connection with these terms & conditions constitute a recreational service within the meaning of section 139A(2) of the Competition and Consumer Act Cth 2010 (CCA) (or equivalent Victorian laws), the Supplier, its employees, directors, officers, contractors and agents will not have any liability for death, physical or mental injury, contraction, aggravation or acceleration of a disease, or any other liability described in section 139A(3) of the CCA (or equivalent Victorian laws) that may result from or be associated with the supply of such recreational services, including but not limited to any of the following activities: skiing, snowboarding, snowtubing, tobogganing, skiing or snowboarding lessons, the use of ski lifts, all ski area services and facilities including snow clearing, 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. The Permit Holder waives any rights that it may have in connection with such services and releases the Supplier from any claim, liability, loss or damage (howsoever incurred) in connection with the same; and

(d) the Permit Holder releases its employees, directors, officers, contractors and agents from any loss, damage or liability in negligence, equity, breach of contract or statute or statutory duty to the Permit Holder, howsoever incurred by the Permit Holder which is not otherwise dealt with in clause 12(c).

The Supplier holds the benefit of this clause for itself and on trust for each of its employees, directors, officers, contractors and agents.

\* The Australian Consumer Law (as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth)) provides Consumers (as that term is defined in the Australian Consumer Law) with a number of protections and Consumer Guarantees that cannot be excluded or limited. These terms & conditions, and in particular the limitations of liability set out in these terms & conditions, are therefore subject to, and will not apply to the extent that they limit or exclude, such protections and Consumer Guarantees applicable to Consumers. However where the Australian Consumer Law permits the Supplier to limit the remedies available to it in respect of the customer for a breach of a Consumer Guarantee, the Supplier hereby limits its remedies to the customer, at the Suppliers' option, in the case of goods, to the repair or replacement of the goods, the supply of equivalent goods or the payment of the cost of having the goods repaired or replaced or having equivalent goods supplied and, in the case of services, to supplying the services again or paying the cost of having the services supplied again.