

# TRAVEL AGENT & TOUR OPERATOR INFORMATION



**baw** mt baw



## OVERVIEW

### Travel Agent and Tour Operators

Registered travel agents and/or tour operators are eligible for a commissionable rate on selected resort operated products and services. The commission rate is determined by the amount of business/visitation the agent/tour operator is able to contribute to the resort, their payment history and likelihood of returning each season. Commissionable bookings will need to be booked online using the discount code. Invoicing will not be available during the snow season.

### COMPLETE THIS FORM

This signed document should be completed, along with other documentation requested, and submitted to [info.mtbawbaw@alpineresorts.vic.gov.au](mailto:info.mtbawbaw@alpineresorts.vic.gov.au)

# 2024 TRAVEL AGENT AND TOUR OPERATOR TIERS

## TIER-1

### **Tier 1 – 20% commission\***

This tier is applied to businesses who bring regular or high volume bookings across the winter season and return each year.

The business pays bills on time as requested. Businesses promote the resort in a favourable way and their activities contribute to growth in resort visitation and/or purchase of additional products.

### **Tier 2 – 15% commission\***

This tier is available to operators with semi-regular or moderate volume of bookings for both accommodation and tickets/activities.

The business contributes to resort visitation moderately. Pays bills on time and as requested.

## TIER-2

### **Tier 3 – 10% commission\***

Provides one-off or seasonal low volume visitation to the resort and/or is a new travel agent/tour operator.

Has not previously paid invoices/had bills issued by the resort (no payment history).

## TIER-3

*\*Commissions do not apply to all products and services and excludes privately owned businesses or lodges*

*\*\*Percentages indicated are the maximum commissionable rate*

# TERMS AND CONDITIONS

## Travel Agent and Tour Operator Agreement 2024

Registered travel agents and/or tour operators are eligible for a commissionable rate on selected resort operated products and services. The commission rate is determined by the amount of business/visitation the agent/tour operator is able to contribute to the resort, their payment history and likelihood of returning each season. Enquiries must be directed to [guest.services@mtbawbaw.com.au](mailto:guest.services@mtbawbaw.com.au)

### 1.0. Payment

#### 1.1. Invoicing

All tour operators will need to pay in advance using the estore and provided discount codes. This also includes the booking of accommodation online using a unique discount code. An administration and invoicing fee may apply if an order needs to be manually booked and/or an invoice needs to be issued (\$15 per invoice).

#### 1.2. Discount Codes

Eligible travel agents or tour operators will be provided with a unique discount code to the e-store to book products online. A discount code can be provided for resort operated accommodation to book direct online. By charging the full rate travel agents/tour operators are able to retain the relevant commission amount.

If the discount code is shared and or made public without authorisation we reserve the right to terminate this agreement and any associated discounts or discount codes and may affect eligibility for future travel agent/tour operator agreements.

Each travel agent and or tour operator under this agreement must comply with Mt Baw Baw's (Southern Alpine Resort Management Board) Terms and Conditions including but not limited to:

1. If you, your representative and or company acts in a way that brings disrepute to the resort, the resort reserves the right to revoke this agreement and associated discounts with 14 days notice.
2. To be eligible for commissionable rates the travel agent and or tour operator must provide a copy of their registration as a licenced travel agent or tour operator, must sign this agreement and complete the account details below.
3. If making a booking online payment must be made at the time of booking. Invoices must be paid by the due date or date agreed by the resort in writing.

### *1.3. Deposit for invoiced payment:*

1. Payment is required within 5 business days of making a booking. A receipt of payment must be sent to [guest.services@mtbawbaw.com.au](mailto:guest.services@mtbawbaw.com.au) and [accounts@mtbawbaw.com.au](mailto:accounts@mtbawbaw.com.au) with your booking /reservation number as reference.
2. More than 30 days from arrival - If the booking is more than 30 days out a 50% deposit of the total amount for the booking is required to confirm the booking.
3. Less than 30 days from arrival – If the booking is less than 30 days out, 100% of the booking amount is required for payment to confirm the booking.
4. Failure to do so may result in the reservation being automatically cancelled without notification. There are no holds or tentative bookings for any products or services and are subject to availability at the time of booking.
5. These terms and conditions apply to the products and accommodation listed in this document. Additional terms and conditions may apply for privately owned accommodation and their services.

## **2.0. Cancellation/Refunds:**

Any cancellation must be made in writing. A cancellation forfeits all monies already paid. Changing dates is considered a cancellation. No refunds will be given for lack of snow. Any refund or credit will not be given until after the scheduled trip. Management strongly recommends Travel Insurance to protect you/your clients against loss of personal belongings, public liability, adverse weather conditions and cancellations fees. General refunds and or cancellations for privately owned accommodation is at the discretion of each individual accommodation provider and cannot be guaranteed.

### *2.1.1. Snow Sports:*

Refunds are not provided for last minute reduction in numbers or cancellations due to staff rostering and limited spots in lessons. A credit may be provided if a valid medical certificate is supplied.

### *2.1.2. Lift Tickets:*

Lift tickets will not be replaced if lost or stolen, or if any portion of the ticket is unused or if any of the facilities are not operating. Lift tickets are subject to the pricing at the time of quote and any lift tickets that have been quoted, invoiced or paid for are not eligible for last minute promotional rates and or refund of difference. A copy of a valid government issued seniors card/proof of age card must be emailed in advance for the senior price.

### *2.1.3. Resort Entry:*

Any decrease in numbers may be refunded if valid evidence of absence and or valid medical certificate is provided. No replacement or refund will be made in the event of poor climate/snow conditions if any lift service or other facility is not operating or open (see full entry conditions below). You are required to provide the vehicle registration to Guest Services and Resort Entry staff for purposes of verification and cannot change the registration of your vehicle on the day. Your group may also be required to provide travel agent ID (for tour leader) and or confirmation of pre-purchased resort entry at resort entry. Resort entry will confirm the number of entrants and any additional difference in numbers will need to be paid for on the day via credit card (Visa or Mastercard).

### 2.1.4 COVID-19 Cancellation:

Cancellations due to a positive COVID-19 test in respect to Resort Entry, Lift Tickets, Lesson, Activities or Rentals:

- Are free where the cancellation is made seven or more days prior to the earliest scheduled commencement date of any Product or Service within the booking;
- Will attract a cancellation fee of \$50 where the cancellation is made within seven days and 48 hours of the earliest scheduled commencement dates of any Product or Service within the booking;
- Will attract a cancellation fee of 100% of the booking total price where the cancellation is made within 48 hours of the earliest scheduled commencement dates of any Product or Service within the booking.

### 3.0. Advanced Blocking of lessons and activities (if invoiced only)

Can block half a lesson but not the full number of participants.

Free cancellation if made seven or more days before. Cancellations made within 7 days will still be billed.

#### 3.1.0. Tour Guide/Leader

One tour guide, tour leader or bus driver is eligible for complimentary resort entry. This must be organised with Guest Services at time of booking.

### 4.0. Occupancy

The number of guests in each room must not exceed the capacity of each room due to fire safety regulations. If a room exceeds capacity without prior approval we reserve the right to cancel your booking without refund and/or charge an additional fee. Accommodation is to be left clean and tidy on check out. A cleaning fee of \$30.00 per 30 minutes will be charged should rubbish or dirty dishes be left behind. Failure to check out at the designated time will result in a \$50.00 per hour late checkout fee. All buildings are smoke-free environments. A minimum cleaning fee of \$300.00 will be charged if smoking is conducted in the accommodation. There may be a key replacement charge for any keys not returned.

Some accommodation requires that the guests bring their own sheets, pillowcases, bedding (doonas and pillows), towels, toiletries and personal items. Please check your booking confirmation form to confirm inclusions. Linen and bedding hire is available from Guest Services (subject to availability) but must be booked and paid for in advance. Guests must use sheets on beds for hygiene purposes and may be subject to cleaning or replacement fees if mattress is dirtied as a result. There are no refunds for unused linen/bedding. We cannot guarantee linen/bedding will be available if not booked and paid for in advance.

### 5.0. General:

Bookings are subject to availability and the applicable pricing of the relevant property and or the service provider at the time of booking and some conditions and/or exclusions may apply including but not limited to minimum night stay requirements, minimum numbers, seasonal price changes and cleaning fees. Bookings are not eligible for a reduction if quoted, invoiced or paid for if there is a last minute

(continued) promotional deal. Mt Baw Baw Alpine Resort Management Board disclaims all responsibility and accepts no liability in respect of any errors or misrepresentation and all associated disappointment, loss, inconvenience, expense or injury caused. Without liability, we will not be responsible if the product is not available due to adverse weather conditions, civil unrest, industrial disputes, health risk or terrorist activity.

You, your representatives, company/business, agree to: indemnify Mt Baw Baw Alpine Resort Management Board from and against all claims, suits, actions and demands made against Mt Baw Baw Alpine Resort Management Board which arise out of the use of resort accommodation, services and facilities by myself, my group and/or invitees. I agree to pay and be responsible for any damage, breakages, theft, losses or key replacement that occurs by myself, my group or my invitees during my/our stay. Failure to notify a staff member at the Guest Services Office, at the time, of any such damage or loss may lead to additional fees and/or prosecution.

### **6.0 Alpine Responsibility Code:**

Regardless of how you enjoy your snow sport, always show courtesy to others and be aware that there are risks in all snow recreational activities that common sense, protective equipment and personal awareness can reduce. These 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 share with others the responsibility for a great experience.

- Stay in control and avoid other people and hazards.
- Use appropriate protective equipment, especially helmets, to minimise the risk of injury.
- You must have the ability to use each lift safely. If in doubt ask the lift attendant.
- Obey all signs and warnings, and keep off closed trails and areas;
- It is your responsibility to avoid and give way to people below and beside;
- Do not stop where you are not visible from above or where you obstruct a trail;
- Before starting downhill, or merging into a trail, look uphill and give way to others;
- Use care to prevent runaway snowboards;
- If you are involved in or see an accident, alert and identify yourself to Resort Staff;
- 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 Ski Patrol or authorised personnel.

## 7.0. Resort Entry and Lift ticket Waiver/Exclusion of Liability:

EXCLUSION OF LIABILITY – ASSUMPTION OF RISK THESE CONDITIONS WILL AFFECT YOUR LEGAL RIGHTS PLEASE READ CAREFULLY! Resort entry tickets are purchased from the Mt Baw Baw Alpine Resort Management Board (the supplier) for the use in the Mt Baw Baw Alpine Resort Crown Land Reserve subject to the following conditions:

The Supplier, its employees and agents shall have no liability whatsoever in negligence, breach of contract or statute or statutory duty (including conditions or warranties implied by Section 74 of the Trade Practices Act 1974 or by Part 2A of the Fair Trading Act 1999) to the Entrant/User, their Dependant/s or legal representative for personal injury or death suffered by the Entrant/User arising in any way whatsoever from the supply of recreational services, including but not limited to, skiing, snowboarding, rail jam snowboarding, rail jam skiing, tobogganing, mountain boarding, mountain boarding lessons, skiing or snowboarding lessons, the use of ski lifts, the use of the terrain parks, use of the ride parks, the use of rails and jumps, 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 Alpine and or snow affected terrain.

The Entrant/User acknowledges that these activities are dangerous with many inherent risks as a result of which personal injury (and sometimes death) can occur and the Entrant/User assumes and accepts all risk of personal injury or death in any way whatsoever arising from such activities. A copy of valid tertiary student card must be provided to be eligible for the student lift ticket.

WARNING: If you participate in these activities 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. Resort Entry is valid only for the date/s shown. No replacement or refund will be made or in the event of poor climate/snow conditions if any lift service or other facility is not operating or open. The Entrant/User shall comply with the Alpine Responsibility Code and signs or other directions of the supplier and access to lifts, and other facilities denied at the absolute discretion of the supplier for non-compliance or for reckless or careless conduct. Entry into Mount Baw Baw Alpine Resort without having paid for resort entry is an offence. The Entrant/User consents to the taking of photographs by the supplier and agrees that any photographs taken may be used for promotional purposes associated with the Mount Baw Baw Alpine Resort. \*please note that while all care has been taken in the preparation of this manual, we do not accept responsibility for errors or omissions. Price and details may be subject to amendment without notice. I confirm I have read and understand the above Terms and Conditions and me and those I am booking on behalf of are bound by these Terms and Conditions.

**BY SIGNING THE FOLLOWING DOCUMENT ON BEHALF OF MY BUSINESS I ACCEPT THE TERMS AND CONDITIONS DESCRIBED ABOVE**

**Please email your completed form along with a copy of your travel agent/tour operator licence to [info.mtbawbaw@alpineresorts.vic.gov.au](mailto:info.mtbawbaw@alpineresorts.vic.gov.au)**

### BUSINESS DETAILS

Business Name/Operator: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Tier Level (1, 2, or 3): \_\_\_\_\_

Applicable licence number/s: \_\_\_\_\_