

2021 Change of Date

Application Change of Date



PERSONAL DETAILS

FIRST NAME: LAST NAME:

POSTAL ADDRESS:

TELEPHONE: (MOBILE/ON MOUNTAIN)

EMAIL ADDRESS:

PREVIOUS DETAILS

ONLINE BOOKING NUMBER (start with 3100...)

NEW DATES REQUESTED

DATE IN :

DATE OUT :

REASON FOR CHANGE OF DATE - please include all details why you are changing vehicles

.....
.....
.....

Documents required:

Proof of accommodation dates

or

Statutory declaration outlining the request

IMPORTANT CONDITIONS OF PURCHASE:

These terms and conditions of purchase apply to permits purchased for general resort entry to the Falls Creek Alpine Resort Crown Land Reserve (Resort) available for purchase online via www.fallscreek.com.au. A Resort Entry Season Permit (Permit) can be used during the 'snow season' as declared by the Falls Creek Alpine Resort Management Board pursuant to the Alpine Resorts (Management) Regulations 2020 (Declared Snow Season).

1. Each Permit issued by the Falls Creek Alpine Resort Management Board (Supplier) is subject to the following conditions (Conditions).
2. Each Permit entitles the relevant holder of the Permit (Permit Holder) to access the Resort during the Declared Snow Season.
3. The price of the Permit is the amount set out at www.fallscreek.com.au/ResortEntry from time to time. No Permit will be issued unless and until the Supplier has received payment of the price in full. An Early Bird discount is available where the purchaser has submitted an online purchase during the sale period (15 February 2021 to 15 March 2021) and made payment in full of the Balance by the Debit Date (as those terms are defined in the Early Bird Terms and Conditions). A Permit Holder must ensure that the Permit is affixed to the lower driver's side of the front windscreen of the vehicle listed on the Permit and with the expiry date clearly visible before entering into the Resort - Regulation 20(4) Alpine Resorts (Management) Regulations 2020. A Permit Holder will be refused entry to the Resort if the Permit cannot be shown at the time of entry.
4. The Permit is only available in respect of privately registered motor vehicles (less than 10 seating capacity), excluding commercial motor vehicles. Commercial motor vehicles include any motor vehicles which are used or intended to be used for carrying passengers for hire or reward. A Permit Holder who has a trailer must stop at Howman's Gap Ticket Box to purchase a separate Permit for the trailer. Trailer access will be determined by the Supplier and are subject to road conditions. For the avoidance of doubt, trailers must not enter the Resort during the Declared Snow Season without express permission from the Supplier.
5. The Permit does not allow village access other than in instances of low or no snow on the village roads in which case the Supplier may determine (in its absolute discretion) to allow access for a maximum 30 minute baggage drop off.
6. Where a vehicle with a Permit is sold, damaged or the windscreen broken, the Permit must be removed and the Permit (or as much of the Permit that remains intact, which if possible, should include the Permit number) returned to the Supplier for a replacement. For the avoidance of doubt, a Permit is not subject to a refund in such an event. A replacement Permit will only be issued to a vehicle registered in the same name as the original Permit and proof of ownership via registration papers must be produced. A replacement fee of \$30.00 will apply.
7. 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; and

- d. must be collected from the following venues in the order shown below during its operating hours (which are available at www.fallscreek.com.au):
 - i. Howman's Gap Resort Entry Ticket Box at Howman's Gap however if this venue is closed then;
 - ii. the Accommodation Transfer Service Building located at Bogong High Plains Road, Falls Creek however if this venue is closed then;
 - iii. the Supplier's office located at 1 Slalom Street, if the Permit Holder arrives after operating hours on the previous day.
8. The Supplier may at its discretion withdraw or cancel any Permit or refuse entry to the Resort if it determines, in its reasonable opinion, that a Permit Holder has breached any of these Conditions.
9. Subject to Conditions 12 and 28, the Supplier will not be liable to any Permit Holder for any loss or damage (including, but not limited to, indirect or consequential loss or damage, for example, but not limited to, travel and accommodation costs) suffered as a result of or arising from the closure of the Resort.
10. Except as set out in Condition 12 and 28, the Supplier will not be liable to refund payments made for Permits under any circumstances, including, but not limited to:
 - a. change of mind;
 - b. a Force Majeure Event (other than as outlined in Condition 12) including:
 - i. fire or explosions;
 - ii. earthquake or major earth tremor;
 - iii. tempest, hurricane or cyclone;
 - iv. flood;
 - v. avalanche;
 - vi. lightning strike;
 - vii. industrial strike;
 - viii. sabotage, vandalism and malicious damage; and
 - ix. war and hostilities and civil war;
 - x. anything else outside our reasonable control, whether similar to the matters above or not;
 - c. poor snow conditions;
 - d. other facilities within the Resort not operating or open (for example the village shuttle service not operating);
 - e. where the lift service is not operational (other than as set out in Condition 10.b); or
 - f. any other circumstance beyond the reasonable control of the Supplier.
11. Subject to Condition 12, the Supplier is excused from performing its obligations under these Conditions to the extent caused by a Force Majeure Event (as set out in Condition 10.b).

Falls Creek Resort Management
PO Box 50, Falls Creek, VIC 3699

Tel: (03) 5758 1200 Email: fcrm@fallscreek.com.au www.fallscreek.com.au

12. Subject to Conditions 13 to 15 (inclusive), the Supplier will refund Permit Holders for payments made for Permits only in the following limited circumstances:

- a. if the Resort is forced to close due to a Government Directive;
- b. if the Victorian Government has issued "stay at home orders";
- c. if Falls Creek Ski Lifts (operated by Vail Resorts) makes the determination not to operate the lifts for an extended period of time due to COVID19 and/or a Government Directive; or
- d. where the Supplier is required by law to provide a refund.

13. If one of the events in Condition 12 occurs, the Permit Holder will be able to apply for a refund as follows:

- a. a full refund of the price of the Permit if the Permit Holder has had access to the Resort for 7 days or less; or
- b. a proportionate refund of the price of the Permit will be provided in accordance with the Pro-rata Refund Schedule accessible at www.falls creek.com.au.

14. Refunds made in accordance with Condition 13 will only be made if:

- a. the Permit Holder applies for a refund by 8 October 2021 via the FCRM online form which may be accessed via the Falls Creek website, www.falls creek.com.au or, by contacting the Supplier directly at form@falls creek.com.au; and can show proof of purchase of the Permit; and
- b. the Permit Holder returns the Permit to the Supplier via registered post (at its cost) within two weeks of receiving confirmation by the Supplier that the Purchaser has met the refund conditions.

15. Refunds will only be made for the specified price of the Permit and will be processed by the Supplier on receipt of the returned Permit as required under Condition 14(b) (and provided Conditions 12 and 14.a have been met). Refunds can take up to 14 business days to show in an account. Refunds will not be provided for fees such as third party service and delivery fees, postal charges, bank fees and other third party charges. Interest will not be payable in respect of any monies refunded. No refunds will be made for Permits which, for any reason, were provided free of charge.

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

- a. the Alpine Responsibility Code which is available at www.falls creek.com.au/AlpineResponsibilityCode;
- b. the Alpine Resorts (Management) Act 1997 and associated regulations;
- c. Alpine Resorts (Management) Regulations 2020;
- d. any directive made under the Public Health and Wellbeing Act 2008 (Vic); and
- e. all signs (including during hours of darkness) or other directions of the Supplier or any of its employees and agents.

17. Permit Holders acknowledge and agree that all ski lifts at the Resort are owned and operated by an independent third party and that purchasing a Permit does not guarantee ski lift access or ski lift passes. All ski lift passes are sold independently and separately by Falls Creek Ski Lifts Pty Ltd. The Permit Holder releases the Supplier from any liability in relation to the availability or use of the ski lifts.

18. Permit Holders must park within marked bays or in accordance with the directions of Resort staff or signage. A fine will be issued to Permit Holders who leave vehicles in a position which causes any obstruction to footpaths, roads or is outside of marked parking bays.

19. If the Resort is closed for one of the reasons set out in Condition 12, the Supplier will use reasonable endeavours to notify Permit Holders. However, the Supplier does not guarantee that Permit Holders will be informed of such closure before they arrive at the Resort.

20. The Supplier is not obliged to replace a Permit or provide a refund for a lost, stolen or damaged Permit but may do so in its absolute discretion (provided the Permit Holder can show satisfactory proof of purchase) in which case the Permit Holder is responsible for any reasonable fees (if any) applicable to the issuing of a new Permit.

21. As part of Victoria's response to COVID-19 and in order to assist with contact tracing, Permit Holders will be required to pre-register their trip (including details of all passengers travelling in the vehicle) at least 24 hours before arriving at the Resort. Registration can be completed online at www.falls creek.com.au.

22. Permit Holders acknowledge that the Supplier and third parties authorised by the Supplier may make or record film, photographs or other forms of moving picture, still picture or any of them at the Resort (including, but not limited to, of Permit Holders). Each Permit Holder grants to the Supplier and third parties authorised by it, permission to use photographs, film, tape, or other images or likenesses of the Permit Holder in any media (including publication within or outside Victoria, Australia and for any purpose without identification or compensation or payment of any kind).

23. The Supplier collects personal information about patrons attending the Resort. The Supplier may collect the name, address, phone number and email address of permit holders, as well as film, photographic and other footage, for the purposes of conducting research, marketing and promotional activities in respect of the Resort. Film and photographic footage may be used as set out in Condition 21. If the Permit Holder does not provide the Supplier with the personal information described above:

- a. the Permit Holder may not be admitted to the Resort; and
- b. the Supplier may not be able to provide the Permit Holder with information about products and services that the Permit Holder may want, including information about discounts, sales or special promotions.

The Supplier may disclose the personal information it collects to its employees, related bodies corporate, contractors and service providers (including, but not limited to, research, marketing and promotional organisations). The Supplier is not likely to disclose the information to overseas recipients.

The Supplier's privacy policy is available on its website (www.falls creek.com.au) and contains more details about:

- c. the personal information it collects and how that information is dealt with;
- d. how a Permit Holder may access the personal information which the Supplier holds about them and seek correction of that information; and
- e. how a Permit Holder may complain about a breach of the Australian Privacy Principles and how the Supplier will deal with such a complaint.

24. Alternatively, to find out more about how the Supplier collects and uses personal information, contact our Privacy Officer at PO Box, Falls Creek VIC 3699, Tel: +61 3 5758 1200, Email: form@falls creek.com.au

25. Unless a Permit Holder advises the Supplier to the contrary, the Permit Holder consents to receiving future promotional and marketing material from the Supplier and its related entities, including, but not limited to, via electronic messages (e.g. email, SMS etc). If a Permit Holder does not wish to receive promotional and marketing material, they should select the unsubscribe option where applicable or contact the Privacy Officer using the details set out in Condition 24.

26. Permit Holders acknowledge and agree that any part or parts of these Conditions which contravene the law of a relevant jurisdiction and are not enforceable may be read down and are severable and do not invalidate the remaining conditions.

27. These Conditions are governed by the laws in force from time to time in Victoria. The parties submit to the exclusive jurisdiction of the courts of Victoria.

28. The Australian Consumer Law (as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth)) (Australian Consumer Law) 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 (Non-Excludable Rights). Other than as set out in Condition 31, these terms and conditions,

and in particular any limitations of liability set out in these terms and conditions, are therefore subject to, and will not apply to the extent that they limit or exclude, such Non-Excludable Rights.

29. Subject to Condition 28, and in addition to Condition 31, the Supplier excludes:

- a. any term, condition or warranty that may otherwise be implied into these Conditions;
- b. any liability for loss, death or personal injury incurred as a result of or in connection with undertaking activities at the Resort, howsoever caused;
- c. any liability for damage to a Permit Holder's property as a result of or in connection with undertaking activities at the resort howsoever caused; and
- d. any liability for indirect or consequential loss (such as loss of profits, loss of revenue and loss of opportunity).

30. Permit Holders indemnify the Supplier, its personnel, contractors, 4 Site Australia Pty Ltd and any associated entities (Indemnified Parties) against all loss, liability, damage or expense incurred by any of the Indemnified Parties in connection with undertaking activities at the Resort, to the extent caused by the Permit Holder.

31. Permit Holders consent to receive and agree to pay for any medical or hospital treatment (including without limitation, ambulance transportation) which is considered in the opinion of the Supplier or its personnel to be advisable while at the Resort. Each Permit Holder indemnifies and will keep indemnified on demand the Supplier for all costs associated with any medical treatment required.

RISK WARNING – Recreational activities including skiing, snowboarding, using ski lifts, snow tubing, tobogganing and snow play involve significant risk of physical harm including personal injury, permanent disability and / or even death and all Permit Holders acknowledge and voluntarily assume the risks associated with and arising from these activities.

To the extent permitted by the law and in respect of any Recreational Activities, Permit Holders hereby release and discharge each of the Supplier, its personnel, contractors, 4 Site Australia Pty Ltd and any associated entities from all and any claims, loss, damage, costs and expense arising from any:

- a. death;
- b. physical or mental injury of an individual (including the aggravation, acceleration or recurrence of such an injury of the individual);
- c. contraction, aggravation or acceleration of a disease of an individual; or
- d. coming into existence, aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual that is or may be harmful or disadvantageous to the individual or community or that may result in harm or disadvantage to the individual or community,

however it may be caused and even if caused by negligence or lack of due care and skill of the Supplier, its personnel, contractors, 4 Site Australia Pty Ltd and any associated entities, arising from or connected with the supply or organisation of or participation in recreational services or recreational activities, except to the extent that it is caused by the reckless conduct of the Supplier, its personnel, contractors, 4 Site Australia Pty Ltd or any associated entities. The release in this Condition 32 is intended to exclude the Permit Holders rights under Subdivision B of Division 1 of Part 3-2 of the Australian Consumer Law.

I ACKNOWLEDGE THAT I HAVE READ AND AGREE TO ABIDE BY THE ABOVE CONDITIONS. FURTHERMORE, I ACKNOWLEDGE THAT FALLS CREEK RESORT MANAGEMENT, INCLUDING ITS SERVANTS AND AGENTS, WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED TO ANY VEHICLE, OR ITS CONTENTS EXCEPT WHERE CAUSED BY FCRM'S OR ITS SERVANTS' OR AGENTS' NEGLIGENCE.

OFFICE USE ONLY

ISSUED BY:

ISSUED DATE:

APPROVED BY:

APPROVED DATE:

APPLICANT'S SIGNATURE: DATE (DD/MM/YY):

Falls Creek Resort Management
PO Box 50, Falls Creek, VIC 3699

Tel: (03) 5758 1200 Email: form@falls creek.com.au www.falls creek.com.au