



PERISHER TERMS AND CONDITIONS

ACCOMMODATION BOOKINGS

1. Perisher Blue Pty Limited (referred to in these Website Terms as “Perisher”, “we”, “us”, “our”) owns and operates this website.
2. The *Competition and Consumer Act 2010 (Cth)* and the *Australian Consumer Law* imply terms, conditions, consumer guarantees and warranties into some contracts for the supply of goods and services and prohibit the exclusion, restriction and modification of such terms (“**Prescribed Terms**”).
3. Except as provided by the Prescribed Terms and as may be expressly set out in the Website Terms:
 - a. this website including all its pages and contents (“Website”) and all goods and services provided or booked via the Website are provided on an “as is” basis without any warranties or representations of any kind;
 - b. all statutory or implied conditions or warranties of any kind, including but not limited to implied warranties of merchantability and fitness for a particular purpose are expressly disclaimed;
 - c. Perisher will use reasonable endeavours to process electronic payment transactions involving debit and credit cards in a timely and secure manner. However Perisher, its directors, employees and beneficiaries make no warranties or representations regarding the time required to initiate or complete the processing of any transaction, and do not warrant or represent that your access to and use of the Website including but not limited to the payment facility will be continuous, uninterrupted, error free or secure, that any defects will be corrected or that this Website, its servers and any network connections are free of computer viruses and other harmful data, code, components or other material.
 - d. Without limitation Perisher, its directors, employees and beneficiaries are not liable to you for any loss or liability of any kind caused by any delay or failure to provide information or perform operations (including but not limited to electronic payment processing) requested or do so correctly, including but not limited to as a result of or in connection with,
 - i. any delay or failure in any transmission or communication facilities;
 - ii. any delay, failure or malfunction of the Website including but not limited to the payment facility;
 - iii. any failure or delay caused by third parties including but not limited to internet service providers, carriers or communications service providers, financial institutions, or payments service providers;
 - iv. delay, failure or malfunction of computer or network equipment, telephone lines, browsers, software, mobile phones or other handheld devices, or any related equipment or facilities;
 - v. computer viruses or other harmful data, code, components or other material;
 - vi. any other event beyond the reasonable control of Perisher its directors, employees and beneficiaries.
 - e. Perisher, its directors, employees and beneficiaries, do not warrant or represent that they will be able to prevent any illegal, harmful or inappropriate access, use, modification or alteration of the Website including but not limited to the payment facility, or that they will give notice of such access, use, modification or alteration;
 - f. Perisher, its directors, employees and beneficiaries, do not warrant or represent the correctness, accuracy, timeliness, completeness, reliability, quality or otherwise of the Website including but not limited to the payment facility. The use of the Website and any services including but not limited to the payment facility is at your own risk.
 - g. If your use of the Website results in the need for servicing or replacing equipment or data, Perisher, its directors, employees and beneficiaries are not responsible for those costs;
4. To the fullest extent permitted by law:



- (a) Perisher's liability under any Prescribed Terms is limited at Perisher's option to replacement, repair or resupply of goods, resupply of services, or to payment of the cost of the same; and
 - (b) subject to clause (4)(a), Perisher, its directors, employees and beneficiaries shall not be liable for any loss or damage whatsoever (including, without limitation, direct, indirect, incidental, special and/or consequential loss or damages (including but not limited to loss of profits, revenue, expectation, business, goodwill or data), whether arising under contract, tort (including negligence) or any statutory cause of action, resulting directly or indirectly from or arising in connection with,
 - i. a breach of the Website Terms;
 - ii. any use or access of, or any inability to use or access, the Website or any services including but not limited to the payment facility, or;
 - iii. any goods or services provided or booked via the Website.
5. You agree to use and access the electronic payment facility on this Website strictly in accordance with the requirements and procedures set out on the Website from time to time and any applicable laws. You are responsible for entering the correct account/card number and other details required by the electronic payment facility on this Website, and for maintaining the security of your computer software and hardware. Your submission of a purchase of goods or services via the Website constitutes an offer subject to acceptance by Perisher. Perisher may amend any such requirements or procedures at any time.
6. You are responsible for presenting the credit card used to make the purchase to Perisher for inspection at the time you redeem your purchase. Where the credit card used to make the purchase is not presented at the time of redemption of the purchase, Perisher may cancel the booking at its complete and absolute discretion. As soon as you become aware that the credit card used to make the purchase may not be able to be presented at the time of redemption of the purchase, for instance because it has been lost, stolen, replaced or has expired, you must immediately contact Perisher to make alternative arrangements.
7. You indemnify and keep indemnified Perisher, its directors, employees and beneficiaries against any loss, liability, damage, cost or expense arising directly or indirectly in connection with
 - i. your breach of these Website Terms;
 - ii. your use of or access to the Website, including but not limited to the electronic payment facility;
 - iii. the use by you of any goods or services provided or booked via the Website;
 - iv. the purchase or attempted purchase of products or services available via the Website;
 - v. your failure to comply with any laws, or;
 - vi. your infringement of the rights of any third party.

FINDING AND BOOKING ACCOMMODATION USING THE WEBSITE

8. Where you seek to or do book accommodation via the Website then the following additional terms and conditions apply:
- a) You acknowledge that the accommodation search functionality on the Website is provided by Perisher for and on behalf of the accommodation provider that you are seeking to or do book accommodation with.
 - b) You acknowledge (save where you stay in the Perisher Valley Hotel or at The Station) that while we facilitate the finding of the accommodation, we are not responsible for the booking of or the provision of accommodation (which is the sole responsibility of the accommodation provider), we do not provide any accommodation services directly to you and you agree that we shall have no liability to you whatsoever, however arising, related to booking or providing of your accommodation.



- c) You acknowledge that all accommodation advertisements and quotations and requests for reservations are subject to availability and cannot be guaranteed until booking confirmation is received.
- d) You acknowledge that there are specific terms and conditions that apply to the property that you book or are seeking to book and that those terms and conditions will be displayed to you at the time of booking your accommodation on the property's website.

PERISHER VALLEY HOTEL AND THE STATION ACCOMMODATION TERMS AND CONDITIONS

- 9. Where you seek to or do book accommodation via the Website or elsewhere at the Perisher Valley Hotel and/or The Station (Perisher Hotels) then the following terms and conditions apply;
 - a. The person making the booking will be deemed to have accepted these terms and conditions on behalf of all persons who will be staying or using the facilities.
 - b. You agree that you will make only legitimate bookings in good faith for use by you and your invited guests only, and not for other purposes, including without limitation, reselling, impermissibly assigning or posting on third party websites, or making speculative, false or fraudulent bookings, or any booking in anticipation of demand.
 - c. You agree that we may cancel a booking where a breach of clause 9b occurs.
 - d. The minimum period of any booking is two nights.
 - e. We reserve the right to change a room type or room configuration prior to your arrival.
 - f. Child rates apply to persons between the ages of 5 and 14 inclusive. The rates for children under 5 will be advised at the time of booking and confirmed in the written booking confirmation.
 - g. All accommodation advertisements, quotations and/or requests for reservations are subject to availability and are not guaranteed until we have received payment in full, whereupon a written booking confirmation will be forwarded to you.
 - h. Where a booking is made before 1 June, a 25% deposit must be paid within 7 days and the balance must be paid 8 weeks prior to arrival or by 1 June, whichever is the earlier.
 - i. Where a booking is made on or after 1 June the amount must be paid in full at the time of the booking.
 - j. Your payment is acknowledgement and acceptance of our terms and conditions.
 - k. Once a booking is confirmed no subsequent discounts or specials will apply.
 - l. Amendments to bookings where full payment has not been received and confirmed will attract an \$80 fee per person, per amendment in addition to relevant rate increases. Changes made to bookings from shoulder to peak periods will incur a rate increase. Moving from peak to shoulder periods will continue at the original rate. All changes are subject to availability and will be made at our complete and absolute discretion.
 - m. Where notice of cancellation is received in writing more than 30 days prior to the arrival date, your pre-payment will be refunded less a cancellation fee of 15% or the value of your total booking can be transferred to another period by agreement with us. Where a cancellation or amendment for lower booking value is received in writing 30 days or less from the arrival date all monies paid are forfeited.
 - n. When you check-in you will be asked to provide photographic identification and a guarantee with a valid credit card, whereupon a pre-authorisation will be taken. If you are unable to provide such identification or credit card guarantee your booking may be cancelled and any pre-payment you have made in relation to the booking will be forfeited.
 - o. Check in and check out times will be confirmed in the written booking confirmation.
 - p. You must return all keys and/or security cards issued for the room at the time of your departure and you agree to pay a charge for replacement of keys you lose or fail to return.



- q. Where ski lift, Skitube and/or snowsports school lessons are included in your booking the terms and conditions of use these services are published at the following website address www.perisher.com.au/terms-and-conditions.

PRIVACY

10. Perisher collects the personal information requested on the Website to enable the efficient provision of the goods and/or services that you have requested and to complete the administrative and payment functions associated with that transaction. It is possible to gain access to this personal information held by Perisher. The Perisher Privacy Policy Statement sets out our policies on the management of personal information. To get a copy, please write to The Privacy Officer, Perisher Blue Pty Limited PO Box 42, Perisher Valley, NSW 2624 or you can also telephone us on 1300 655 822 , visit our website at www.perisher.com.au or e-mail to privacy@perisher.com.au.

GENERAL

11. These Terms and Conditions comprise the entire agreement between you and us in relation to its subject matter and supersede any prior agreement or understanding on anything connected with its subject matter.
12. These Terms and Conditions are governed by the laws of New South Wales, Australia. You irrevocably submit to the exclusive jurisdiction of the courts of New South Wales, Australia.

YOUR ALPINE RESPONSIBILITY CODE

There are inherent risks in all snow recreational activities. Common sense, staying in control and personal awareness can reduce these risks. 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 ski and ride with courtesy to others.

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

