



## Skilib Alpine Club Cooperative Ltd

### Booking Terms and Conditions

#### **General**

- 1) You must not make or accept any booking unless you agree to all terms and conditions.
- 2) Rates / prices can be withdrawn or varied at any time and without notice.
- 3) Bookings and availability enquiries are strongly encouraged to be made via the on-line booking system accessible from [www.skilib.com.au](http://www.skilib.com.au)  
Alternatively, contact may be made via email to the Skilib Booking Office: [bookings@skilib.com.au](mailto:bookings@skilib.com.au)
- 4) All accommodation is subject to availability.
- 5) Bookings from persons under the age of 18 are not valid.
- 6) Bookings are confirmed once a 20% deposit is paid or the booking is paid in full. A 20% deposit is required to secure all bookings made more than 1 month prior to the booking start date. For ALL bookings made with less than 1 month to the booking start date, FULL PAYMENT is required at the time of booking. A booking may be cancelled and the reservation removed from the booking system if full payment is not received within 1 month of the start date of the booking. Once a payment is received, accommodation rates are fixed for the booking. The Skilib Booking Office may adjust selected rates in a booking if they are found to be incorrectly selected.
- 7) Bookings are dealt with in order of entry to the online booking system whether that is direct by the applicant or via the Skilib Booking Office.
- 8) Bookings are non-transferable and no member or guest shall substitute another person for the person who made the booking.
- 9) No refund is provided should a guest decide not to stay for part of a multi-night booking. A guest can be added to, or removed from, the whole of a booking with an appropriate change of rate, subject to minimum and maximum room occupancy and any cancellation fee or change service fee.
- 10) Accommodation rates can be found at [www.skilib.com.au](http://www.skilib.com.au) under either the Mt. Buller Ski Lodge tab or the Falls Creek Apartment tab as appropriate.
- 11) Member discount rates are available to Members named and recorded in the share register. A person 18 years who seeks to become a member of Skilib Alpine Club Co-operative Ltd must make application to the Board and acquire a parcel of share in the co-operative.
- 12) To be eligible for Member discounts, the Member must be staying in one of the booked rooms, and be present during the whole of the booking period.
- 13) Member Guest and Member Child rates are only applicable to bookings where the relevant Member is also booked and staying for the same dates.
- 14) Membership rights and entitlements are personal to the Member and may not be lent, borrowed or otherwise temporarily assigned. A Member wishing to sell or transfer their shares in the Co-operative may only do so in accordance with the Rules of the Co-operative and approval of the Board. Prospective new Members must be approved by the Board, whereupon they must purchase a share parcel and pay the application fee to become a Member.
- 15) Ski-Lib does not guarantee weather, snow, or road conditions. No refunds or discounts are provided for adverse weather or snow conditions, limited ski lift operations or road conditions.
- 16) Behaviour of children is the responsibility of the child's parents/guardians. Behaviour of Member's guests is the responsibility of the Member. All Members and guests are to be considerate of others,

must act according to Skilib's code of conduct, and abide by the direction of the Lodge Manager and members of the Board.

- 17) Skilib Mt. Buller and Skilib Apartment Falls Creek are strictly **smoke free** zones. Smoking anywhere within the facilities is strictly forbidden. Smoking outside of the facilities within three metres of an entrance door or open window is strictly forbidden. If you do so we reserve the right to cancel your booking, terminate your stay at Skilib immediately, and charge you the costs for specialist cleaning, repair or replacement of damage made by you to our property.
- 18) Loss of income incurred for the room or apartment being unavailable for bookings will also be charged to you.
- 19) Guests must not interfere with any fire fighting or fire detection systems. If these are found to have been tampered with, Skilib reserves the right to charge guests with any costs to rectify.
- 20) Skilib reserves the right to a) cancel a booking and refund monies paid at the sole discretion of the club's Directors, or b) not accept any booking should the person making the booking, or any person in their group, have been previously found by the Skilib Board of Directors to be in contravention of these terms and conditions.
- 21) Additionally, any person found to be in serious breach of these terms and conditions during the course of their stay, as determined by the Lodge Manager or a Director of the club, will be evicted from the premises immediately the contravention is found. There will be no refund of monies paid for the booking, nor will Skilib be liable for any consequences as a result of the eviction.

#### **Mt Buller Lodge**

- 22) Bookings are essentially by the room, however minimum and maximum bed occupancy requirements apply per room. It is important to select a room with appropriate bed types and numbers to avoid charges for unoccupied beds and to ensure lodge resources are utilised as efficiently as possible. Room details are specified on the website and in the booking confirmation.
- 23) The booking officer retains the discretion after a booking is made to change the room selection to make better use of lodge resources in periods of heavy occupancy. No change will be made to the persons who have been booked to occupy a room.
- 24) Ensuite rooms are booked at a minimum 2 person rate, with a maximum of 3 when using the trundle bed.
- 25) Room occupancy times are: In 5:30pm. Out by 1:00pm (3:00pm for Members).
  - A late checkout/ baggage handling fee may be charged for overstays.
  - Luggage interchange is available at no cost for early arrivals or late departures.
- 26) Guests are required to clean up after each meal. Prior to departure they must vacuum and clean their bedroom, (and ensuite bathroom if applicable) and clear their food storage and refrigerator space.
- 27) **The consumption of food or alcohol within the bedroom areas is prohibited.**

#### **Falls Creek Apartment**

- 28) Bookings at Skilib Falls Creek are per whole apartment per week only, unless otherwise advertised or agreed by the booking officer.
- 29) Occupancy times are: Members: In 4:00pm. Out by 4:00pm  
Public Guests: In 4:00pm. Out by 10:00am
- 30) Guests are required to maintain the apartment and leave it in a clean and tidy condition. This includes vacuuming the carpets, removing any rubbish and leaving the apartment in a clean and tidy state. **Failure to do so will incur a commercial cleaning fee of \$250.**
- 31) Guests are required to inform the booking office of any supply or maintenance issues they have noted during their stay.

## **Rates and Discounts**

- 1) All rates are based on the publicly available Public Adult Rate, and can be found at [www.skilib.com.au](http://www.skilib.com.au) under either the Mt. Buller Ski Lodge tab or the Falls Creek Apartment tab as appropriate.
  - Skilib Members are entitled to certain discounts. Members can view all rates via the online booking system, found under the “Ski Lodge Details” tab, and then either the “Falls Creek Tariffs” sub-tab or the “Mt Buller Tariffs” sub-tab. Child rates are applicable to those under 18 years of age at the booking start date. Infants are those under 3 years old at the booking start date, and are free if not occupying a bed.

### **Mt Buller – Non-member**

- 2) The ‘Public Adult Rate’ applies to non-members 18 years of age or older.
- 3) The ‘Public Child Rate’ applies to non-members children or guests under the age of 18 years.
- 4) The ‘Infant Rate’ applies to children 2 years or under who sleep in a cot.
- 5) Any Infant (child age 2 or under) occupying a bed or trundle attracts a charge at the public child rate.
- 6) Any infant who does not occupy a bed or trundle is free of charge.

### **Mt Buller - Member**

- 7) The ‘Member Rate’ only applies to those people in a booking who hold a share parcel or parcels in the Skilib Alpine Club Co-operative Ltd. Where two people may be named on a share certificate, only the first named is deemed to be a Member.
- 8) The ‘Member Guest Rate’ only applies to guests who are staying in the same room as the member (such as their partner, child over 18 or friends). In the case of members with more than one share holding, (or multiple members in a single booking) the rate may be used by guests in as many rooms as there are shareholdings in the party. (For example: 2 members staying in a single booking can obtain discounts across 2 rooms – their own room and 1 other). *Subsequent rooms attract public rates.*
- 9) The ‘Member Child Rate’ applies to the children or grandchildren, under the age of 18, of Members in the booking (unless an infant in a cot) and applies when within the limits of rooms available for discount as above. This rate also applies to children whose legal guardian is a Member in the booking.
- 10) The ‘Member Guest Child Rate’ applies to the children of guests of members, under the age of 18, where Member Guest rates apply.
- 11) Member Guest and Member Guest Child rates are only applicable when the hosting Member(s) are also present for the duration of the guests booking.
- 12) Any Infant (child age 2 or under) occupying a bed or trundle attracts a charge at the member child rate.
- 13) The Booking Office will amend rates for any booking where Member or Member Guest rates are incorrectly used.

### **Mt Buller School Group**

- 14) A ‘School Group’ is defined as a single group booking, of 20 or more people, made directly by a primary or secondary educational institution and includes students and their accompanying supervising teachers, where the number of adults does not exceed the number of students.
- 15) It is the Skilib Board of Management that makes the final determination of which organisations comply with the definition of a “School Group”
- 16) School Group bookings must be transacted directly with the School organisation.
- 17) During the Peak and Shoulder Winter seasons, the charge applicable to midweek school group bookings is the defined ‘School Group’ rate. School group bookings are not accepted during Peak and Shoulder season weekends, except at the discretion of the club’s Board of Directors. No special discount is applicable to weekend school group bookings during these seasons.
- 18) During the Winterfest and Springfest Winter seasons, the charge applicable to midweek school group bookings is the defined ‘School Group’ rate. No special discount is applicable to weekend school group bookings during these seasons.

- 19) During the Summer season, the charge applicable to school group bookings is the defined 'School Group' rate at any time of the week.
- 20) School Group bookings will not be accepted for the period of the mid-year Victorian School Holidays, including the weekends at the beginning and end of the period, subject to Board discretion.
- 21) A 20% deposit is required for the acceptance of school or group bookings, payable at the time of booking.
- 22) Full payment is required no later than 1 April in the year of the Winter season booking. Summer season bookings require full payment no later than 1 month prior to the date of the booking.

#### **Mt Buller Member Group**

- 23) A 'Member Group Booking' is defined as a single group booking made by a Skilib member where the number of beds booked is equal to or greater than 20 and each room occupied satisfies the minimum bed occupancy requirements.
- 24) Members making a group booking are entitled to use the appropriate Member rates, and their non-member guests are entitled to use the Member Guest (adult) rate for all other non-member guests in the booking, including children.
- 25) The Member Group Booking discount does not apply to the Peak Winter Season.

#### **Mt Buller Public Group:**

- 26) A 'Public Group Booking' is defined as a single group booking where the number of beds booked is equal to or greater than 20 and each room occupied satisfies the minimum bed occupancy requirements.
- 27) Non-Members making a Public Group booking may use the 'Public Child Rate' for all guests in the booking.
- 28) Where a Public Group booking is the first and only booking for a given period, a request may be made of the booking officer to have exclusive use of the lodge for the period of the booking. If approved, then the "Mt Buller Whole of Lodge – exclusive use" provisions below will apply.
- 29) The Public Group Booking provisions do not apply to the Winter Season, and are only available in the Summer season.
- 30) The Club's Directors reserve the right to ask for and hold a refundable bond of up to 20% of the total booking cost or \$500 whichever is the greater, to cover any damage or breakages to lodge facilities. This bond will be fully refunded directly after the conclusion of the booking once it is determined (by the Lodge Manager and/or Board of Directors) that there has been no damage or breakages.

#### **Mt Buller Whole of Lodge Group**

- 31) A 'Whole of Lodge Booking' is defined as a single group booking where all rooms are booked and the minimum occupancy for each room is met or exceeded.
- 32) The cost applies to the number of people in the booking, but must equal or exceed the total minimum occupancy for all rooms.
- 33) Members making a whole of lodge booking may use the applicable 'Member Rate' for all guests in the booking.
- 34) Non-Members making a whole of lodge booking may use the 'Public Child Rate' for all guests in the booking.
- 35) Where a whole of lodge booking is the first and only booking for a given period, a request may be made of the booking officer to have exclusive use of the lodge for the period of the booking.
- 36) The Whole of Lodge Booking provisions do not apply to the Winter Season, and are only available in the Summer season.
- 37) The Club's Directors reserve the right to ask for and hold a refundable bond of up to 20% of the total booking cost or \$500 whichever is the greater, to cover any damage or breakages to lodge facilities. This bond will be fully refunded directly after the conclusion of the booking once it is determined (by the Lodge Manager and/or Board of Directors) that there has been no damage or breakages.

#### **Commercial Group**

- 38) A 'Commercial Group' is defined as a company or organisation that sources guests directly and then books with Skilib, and endeavours to make such bookings with a commercial (profit) motive.
- 39) It is the Skilib Board of Management that makes the final determination of which organisations comply with the definition of a "Commercial Group".

- 40) The charge applicable to a Commercial Group booking is the 'Commercial Group' rate.
- 41) Commercial Group bookings will not be accepted for the following periods, subject to Board discretion:
  - a. The Victorian Interschools competition at Mt. Buller, including the weekends at the beginning and end of the period;
  - b. The mid-year Victorian School Holidays, including the weekends at the beginning and end of the period;
  - c. Weekends during the Peak and Shoulder Winter seasons;
- 42) Any bookings accepted by the Board during the above periods will attract the normal Public rate.
- 43) The Commercial Group rate is applied to groups of 10 or more people where all beds in the rooms booked are utilised. Where less than 10 people, the Public rates apply.
- 44) A 20% deposit is required for the acceptance of school or group bookings, payable at the time of booking.
- 45) Full payment is required no later than 1 April in the year of the Winter season booking. Summer season bookings require full payment no later than 1 month prior to the date of the booking.

#### **Falls Creek Apartment**

- 46) The Falls Creek Apartment must be booked as a single entity and as such only two rates are applicable.
- 47) Members booking the apartment are entitled to the Member Rate.
- 48) Non-members booking the apartment do so at the advertised public rate.

#### **Bookings during the Victorian Interschools competition at Mt. Buller**

- 49) During the published dates for the Victorian Interschools races, members who have children competing, or intending to compete, will be given priority booking privilege during this period. That is, such a booking will be entered into the Booking System by the Booking Office prior to the normal booking opening date.
- 50) Any member who has a child intending to compete at the following year Victorian Interschools competition and wishes to utilise the priority booking privilege must email the Booking Office, by the end of the prior year winter snow season, advising their intentions, including booking nights required and people in the booking.
- 51) Bookings determined to be valid for the purpose of allowing member children to compete in the Victorian Interschools competition will be entered into the Booking System by the Booking Office prior to the normal booking opening date.
- 52) Priority bookings will be accepted only for the dates that apply to the relevant division that such children are competing in. For the sake of clarity, members can only book for the nights prior to their racing dates, and excludes the night of their final race day. This ensures members and their children are in residence only as necessary and do not impede other members who have children racing in other categories on other dates.
- 53) These requirements strictly apply only to members and their children who are competing.
- 54) Any bookings for dates during the Victorian Interschools competition, where their children are not competing, will need to comply to normal booking requirements, with such bookings being made after the booking system opens for the coming winter season.
- 55) There will be no charge or cancellation fee if subsequently such priority booking is not required. Similarly, there is no change fee applied if the booking is reduced in length. A minimum of 1 months prior notice of change or cancellation is required, otherwise this clause does not apply.
- 56) Determination of whether such applications meet these requirements will be solely made by the club's Board of Directors, in consultation with the Booking Office.

#### **Payments**

- 1) Full payment is required for the acceptance and confirmation of any booking made less than 1 month in advance of the commencement date of the booking.
- 2) A 20% deposit is required for the acceptance of bookings made more than 1 month in advance of the commencement date of the booking. The full balance is required to be paid at least 1 month prior to commencement of the booking.

- 3) Where any booking is secured and accepted on payment of a deposit, and full payment of the balance is not received at least 1 month prior to the commencement date of booking, the booking may be considered to have been cancelled.
- 4) Where a booking is in a non-confirmed (ie Tentative) status for 7 days or more with no payment received, then the booking is considered to be void and not proceeding, and may be cancelled without notice.

### **Change Service Fee**

- 1) A change of booking is defined as when a person requests an amendment to an existing booking, such that the number of occupants in a room changes, or the room booked changes.
- 2) A change of booking is for the same dates, or an extension to the dates already booked.
- 3) A request to change a booking to different dates is classed as a cancellation and a new booking, and the Cancellations policy below applies.
- 4) A request to reduce the number of nights will incur a cancellation fee for the nights cancelled or a service fee of \$30, whichever is the greater.
- 5) Any booking amendments that meet the requirements of a "Change" to a booking will incur a service fee of \$30.

### **Cancellation Fee**

- 6) Booking cancellations will only be accepted in writing (e.g. mail or email) or via the on-line booking system.
- 7) Cancellation refunds are as follows:
- 8) 1 month or greater notice - Refund amount is the cost of the booking less 20% fee.
- 9) Less than 1 month notice - No refund is given unless the whole booking is subsequently filled. If filled the refund amount is the cost of the booking less 20% fee.
- 10) It is the sole prerogative of the Ski-Lib Booking Officer to decide whether a booking was subsequently filled. Cancellations are filled in order of receipt of cancellation advice.
- 11) If a cancelled booking is re-booked by the same person, the 20% fee is still payable.
- 12) Members who request a cancellation will be provided with booking credits to their booking account, should any refund be applicable.
- 13) Refunds outside of the above cancellation policy will not be provided for any reason or under any circumstances, personal or otherwise.

### **Liabilities**

- 1) Ski-Lib Alpine Co-Operative Limited and its officers, personnel and agents do not accept any liability of whatever nature, whether in contract, tort (including negligence) or otherwise, for the acts, omissions or default, whether negligent or otherwise, of third party providers over whom we have no direct control. Under circumstances where liability cannot be excluded, such liability is limited to the value of the purchased accommodation. To the extent permitted by law, Ski-Lib Alpine Co-Operative Limited and its officers, personnel and agents do not accept liability in contract, tort (including negligence) or otherwise for any injury, damage, direct or indirect loss (including consequential loss including loss of revenue, loss of profits or loss of use), delay, additional expense or inconvenience caused directly or indirectly by any event which is beyond our reasonable control or which is not preventable by reasonable diligence on our part.