

# TERMS & CONDITIONS OF BOOKING

## Berghutte Ski Club Limited

ABN 91 381 640 093

### 1. Background

Berghutte Ski Club is a non-commercial private sports club with a history dating back to 1958 when it was founded by a group of enthusiastic Sydney skiers. Membership is predominately family based with many going back three generations now.

The Club enables members and their guests to pursue mountain sports activities and provides friendly, affordable, quality accommodation, supported by good governance and our Lodge Managers.

### 2. Definitions

Berghutte	Berghütte Ski Club Limited
Club	Berghütte Ski Club Limited
Managers	Berghütte Ski Club Limited Lodge Managers
Directors	Berghütte Ski Club Limited Board of Directors
Lodge	Berghütte Ski Club Lodge, Thredbo
You	For the purpose of these Terms and Conditions, “you” means the person making the booking and all other members and guests associated with the booking.

### 3. Health, Safety and Wellbeing

Berghütte Ski Club Managers and its Directors will take all reasonable steps to promote a safe and healthy environment for our staff, contractors, members and guests whilst on Berghutte premises.

- a) You accept that the health, safety and wellbeing of everyone at the Lodge is a shared responsibility and you will:
- contribute to a safe, respectful and harmonious environment;
  - advise the Lodge Managers of any incidents or hazards to ensure Lodge equipment and facilities can be maintained to a safe standard;
  - ensure the safe use, handling and storage of any items or equipment in the Lodge;
  - follow all health and safety directions required of you by the Directors, Lodge Managers or their authorised Delegates;
  - disclose to the Directors or their authorised Delegate any known risks, including medical condition(s) to ensure these risks can be managed and reasonably accommodated for your stay at the Lodge.
- b) Smoking is not permitted on Berghutte premises and you agree to pay an additional cleaning charge of a minimum of \$500 for smoking in the bedroom, balconies or common areas. Smoking is not permitted on the front balcony outside the kitchen or in the car park or gardens if they are being used by other members or guests.

- c) The Lodge Managers and the Directors reserve the right to ask you to leave the Lodge for any reason should we consider that it is not in the best interest of the Berghütte Ski Club. Your remaining accommodation services are non-refundable unless they relate to the infection prevention and control measures outlined in the COVID-19 Safety Plan.
- d) Medical conditions: You accept that you will consult with your health practitioner prior to your stay at the Lodge to determine if:
- you have any medical conditions that may impact on your health, safety and wellbeing when staying at the Lodge and / or;
  - if the medical condition(s) may impact on the health, safety and wellbeing of other members or guests of the Lodge and / or;
  - the medical condition(s) may impact on the operations and management of the Lodge; and

If you are unsure if your medical condition(s) may impact any of the above, you will consult your health practitioner and seek their advice.

Based on the above, and prior to your stay at the Lodge you will provide a medical certificate or letter from your medical practitioner to Berghutte Bookings acknowledging:

- It is safe for you to stay in a shared residential ski lodge with communal living and dining arrangements;
- The parts of the Lodge have limited natural airflow and no air conditioning;
- You will be in potential close contact with a range of persons from newborn to the elderly.

The medical certificate or letter should also advise any adjustments or special considerations that need to be considered by the Lodge in order for you to safely stay at Berghutte. Berghutte will then assess if these adjustments can be reasonably accommodated prior to your booking being accepted.

You acknowledge that due to privacy reasons you do not have to disclose the exact nature or confidential information of the illness unless this is a legislative requirement.

Any medical consultation(s) and obtaining written medical evidence will be at your own expense.

Further, you accept that your booking may be cancelled at any time, including during your stay at the Lodge if this medical condition(s) presents a risk to the operations of the Lodge and / or if the Lodge cannot reasonably accommodate the requirements of your medical condition.

The Directors reserve the right to obtain independent medical advice to inform their decision making if this is deemed appropriate in regards to the circumstances.

- e) The Lodge Managers and Directors reserve the right to deny entry or terminate accommodation services should we consider that it is not in the best interest of the Berghütte Ski Club.
- f) You agree to adhere to the Berghutte Ski Club COVID-19 Safety Plan as amended from time to time, at all times during your stay at the Lodge.
- g) You agree that:
- if you are booking for guests you are responsible and liable for your guests at all times, including any damage, loss, outstanding payments or unsatisfactory behaviour even if you are not staying at the Lodge at the same time as your guests;
  - it is your responsibility to make your guests aware of the booking terms and conditions, by-laws and other rules of the Lodge.
- h) Force Majeure: The Lodge is located in an extreme climatic environment which can range from bushfires in summer, to blizzards in winter. You accept that Berghutte will not be responsible for any loss of enjoyment, injury, illness, changes or cancellation during your stay that is occasioned by

the effects of bush fires, excessive snow, ice, rain and storm activity, infectious illness or any other natural phenomenon.

#### **4. COVID-19 Safety Information:**

Please refer to the *Berghutte Ski Club COVID-19 Safety Plan* which is available at the Lodge. This document is under constant review and updating in response to NSW public health orders and requirements of SafeWork NSW.

- a) Bookings:
- Maximum number of members and guest to be accommodated: up to 33 people: however, numbers have fluctuated during the pandemic so please contact the Lodge Managers for current information.
  - Bookings should be made as tentative and not paid until availability is confirmed by the Lodge Manager.
  - During the Winter Season, priority will be given to member weekly bookings and then member part weekly bookings. Whilst we value members bringing guests to the Lodge, if there is a reduced operating capacity during COVID-19 we need to prioritise our members.
  - Rooms allocated by order of receipt of booking.
  - A ballot system will take place if bookings exceed the maximum number of tentative bookings.
  - There will only be one booking per room and each room will be allocated to members of the same family or household.
  - Cleaning your own room will no longer be an option and room cleaning costs will be included in the tariffs.
  - You will need to bring your own bathroom towels and bathroom linen.
  - You will be required to complete our pre-check in documentation that will be emailed to you by the Lodge Manager 48 hours prior to your arrival and you will need to return this via email 24 hours prior to your arrival or your booking may be cancelled.
- b) Summary of COVID-19 Safety Plan arrangements:
- have been developed in response to requirements by our landlord, Kosciuszko Thredbo Pty Ltd, and NSW Government public health orders and associated laws and regulations and in order to promote a safe and healthy environment for our staff, members and guests.
  - are under constant review and will be amended or changed in response to changing circumstances, with little or no notice.
  - aim to keep everyone safe by preventing and responding to any potential outbreak of infectious disease whilst staying at the lodge, including COVID-19, cold, influenza and gastrointestinal illness.
  - are being closely monitored by Berghutte Board members, Lodge Managers and their nominated Delegates to ensure the health and safety of all our staff, members and guests and you will comply and follow all their directions in a timely and respectful manner.
- c) You will comply with all pre-check-in requirements which will be emailed to you and returned to the Lodge Manager (please reply to [bookings@berghutteskiclub.com](mailto:bookings@berghutteskiclub.com)), prior to your stay at the Lodge. This includes ensuring that your contact details including home address, mobile phone number and email address are up to date in the [Berghutte Ski Club Bookings Systems](#) website and you will provide the same details for each guest of your booking to Lodge Manager via email.
- d) You will comply with all check-in requirements at the Lodge. You acknowledge your members and guests must be officially checked-in before they can enter the Lodge and check-in times are by appointment only. You will advise all members and guests of your booking of the check-in requirements:
- At least 24 hours prior to arrival you will send an email request to the Lodge manager requesting an appointment time for check in between 4 pm and 7 pm.
  - By 3 pm on the day of arrival, you will send an SMS to the Lodge Manager on 0404 331 837 confirming expected time of arrival.

- On arrival any members and guests will wait at the front door of the Lodge until admitted by the Lodge Managers (luggage will be left in the car).
  - All members and guests consent to having their body temperature checked by a temperature scanner and the results recorded at the beginning and any time during their stay by the Lodge Managers or their Delegates.
    - All members and guests must check in via the QR code of the Service NSW App or Service NSW Webform (or by alternative arrangement with the Lodge Manager).
    - All members and guests should stay “checked in” at Berghutte on the Service NSW App until your check out date from the Lodge.
    - Members and guests will provide evidence to the Lodge Managers of their home address and confirm that they do not reside in declared hotspot /cluster.
    - Only when the above has been completed, you will be allocated a room and can be admitted to the Lodge and proceed to unpack your vehicle and luggage.
- e) During your stay at Berghutte you will protect yourself and others with a high standard of hygiene, physical distancing and any other COVID Safety practices as required by SafeWork NSW and Berghutte COVID-19 Safety Plans.
- f) You will comply with all COVID-19 all physical / social distancing requirements on Berghutte premises including observing 1.5 metres of space between you and people who are not members of your household.
- g) You will comply with all COVID-19 hygiene and sanitation requirements including:
- Regular washing and sanitising of your hands and covering any cough or sneeze;
  - Only entering the bedroom and associated bathroom you have been allocated; i.e. you must not enter other guest or member’s bedrooms.
  - Minimising the number of personal items you bring to shared communal spaces including coats, gloves, goggles, glasses, bags, phones, toys, etc. and you will not place these on communal surfaces such as tables, lounges, chairs, etc.
- h) You will not admit any person (either member or guests staying elsewhere) not booked into the Lodge for any reason without the prior permission of the Lodge Managers.
- i) You consent to having your body temperature checked by a temperature scanner and the results recorded at the beginning and any time during your stay by the Lodge Managers or their Delegate.
- j) You accept that due to the residential nature of the Lodge any employee, member or guest is not able to work or stay at the Lodge if they:
- Have even the mildest symptoms of COVID-19 or any infectious illness, such as cold, influenza or gastrointestinal symptoms; and / or
  - Have been in close or casual contact with a person either suspected or confirmed with COVID-19 or other infectious illness during the past 14 days; and /or
  - Reside or have travelled to any NSW government declared hot spot during the past 14 days; and / or
  - Have been in contact with a NSW government identified cluster of infections including a school or day-care.
- k) You accept that if you or any party of your booking meet any of the criteria defined in the paragraph above:
- Prior to your stay, you will not travel to the Lodge and your booking will be cancelled and a credit or refund provided.
  - During your stay, you will immediately vacate the Lodge and not return until you provide evidence of medical clearance at your own expense (e.g. letter from your medical practitioner). A credit or refund will be provided for the balance of your booking from the next day until the end date of your booking (less administration fee).

- l) You acknowledge that due to privacy reasons you do not have to disclose the exact nature or confidential information of the illness unless this is a legislative requirement, but you must advise the Lodge Managers that you have symptoms of an infectious illness to enable your booking to be cancelled and a credit or refund provided. You accept that you will provide medical evidence to the Booking Manager in order to obtain a credit or refund if this is requested and obtaining this medical evidence will be at your own expense.
- m) You acknowledge that to support contact tracing of COVID-19 members and guests of Berghutte should consider installing the federal government's COVIDSafe app on your mobile phone and keep your mobile phone with you at all times during your stay in Thredbo.
- n) Due to hygiene requirements of COVID-19, parking of cars in the Berghutte Car Park will be restricted to a maximum number of 10. There will only be one car park space available per room. This is to minimise the number of cars that need to be moved. If you park your car in the car park you agree to be available to move your car at any time this is required. See further information in the Berghutte Booking Accommodation Rules and By-Laws regarding the car park arrangements.
- o) You acknowledge you are responsible for you and your guests adhering to:
- The Terms and Conditions of Booking as stated herein and
  - The Berghutte Ski Club Limited 2020 COVID-19 Waiver; and
  - Berghutte Booking Accommodation Rules and By-Laws; and
  - Berghutte COVID-19 Safety Plan; and
  - NSW Public Health Orders.

You accept that if you breach these and any other laws, regulations and rules related to the safe operation of the Lodge which results in a fine, fee or penalty, you will be liable for your own costs and you agree that Berghutte may seek reimbursement from you for any costs incurred by Berghutte as the result of your behaviour and conduct.

## **5. General Booking Information**

### **a) Booking Restrictions:**

You must be a financial member of Berghütte Ski Club (i.e. all subs paid) to book lodge accommodation.

To ensure that we can offer accommodation to all our members, bookings during the ski season are limited to a maximum of two weeks, or a total of 14 days; unless otherwise approved by the Board. You may contact the board for approval in excess of two weeks, or a total of 14 days, via our Bookings Team at [bookings@berghutteskiclub.com](mailto:bookings@berghutteskiclub.com)

For periods of over subscription, bookings may be allocated by a ballot conducted by the Booking Manager.

### **b) Booking and Dietary Requests:**

Booking requests are completed and paid for online via the Berghutte Bookings website. In the rare event that you do not have access to online facilities then a request can be made by phone to the Lodge Managers by leaving a message on (02) 64576381. Online payments via our PayPal facility made at the time of your booking will only be confirmed when payment is made and accepted - full details below.

Prior to your stay at the Lodge, you must advise the Lodge Manager at the time of your booking, if you have any dietary requirements.

### **c) Confirmation of Your Booking:**

Due to COVID-19, bookings should be made as tentative and not paid until availability is confirmed by Berghutte Bookings.

Once Berghutte Bookings has confirmed your tentative booking, payment must be paid within 30 days or if your arrival date is within 30 days, then full payment is due at the time of the confirmation.

Bookings cannot be confirmed until payment is made in full. Your booking will only be confirmed by the Lodge Managers after establishing bed availability, any pre-check in documentation is completed and your payment verified.

Bookings may be cancelled without notice if not paid in full.

By confirming and paying for your booking you accept and agree to:

- The Terms and Conditions of Booking as stated herein and
- The Berghutte Ski Club Limited 2020 COVID-19 Waiver; and
- Berghutte Booking Accommodation Rules and By-Laws; and
- Berghutte COVID-19 Safety Plan

**d) Cancellations:**

If you cancel your booking 30 days prior to your arrival then you will be refunded in full.

If you cancel your booking within 30 days of your arrival your payment is non-refundable.

In the event of a non-refundable cancellation inside 30 days, the Lodge Managers will take reasonable steps to resell the booking of a bed/s which could form part of a partial refund. If you cancel during peak season and it is possible for the Lodge Managers to fill your booking with other members and guests, you will be entitled to a refund less 10% processing fee in relation only to a non-refundable cancellation inside 30 days.

In exceptional circumstances are possible by a request in writing to the Board of Directors.

**e) Booking Accommodation Rules and By-laws:**

You and your members and guests agree to abide by the [Berghutte Booking Accommodation Rules and By-Laws](#).

**f) Travel Insurance:**

Travel insurance policies may cover loss of accommodation payments. We highly recommend members explore such options.

**g) Booking disputes:**

In the event of any dispute in relation to bookings, or cancellations of bookings, the Booking Manager and the Directors will make a final considered decision.

**h) Bookings Team Contact:**

Our Bookings Team may be contacted by email: [bookings@berghutteskiclub.com](mailto:bookings@berghutteskiclub.com)