

BOOKING TERMS & CONDITIONS
****WE STRONGLY RECOMMEND TRAVEL INSURANCE****
IMPORTANT INFORMATION – PLEASE READ

PLEASE NOTE: YOU ACCEPT THESE TERMS & CONDITIONS IN FULL WHEN YOU PAY YOUR DEPOSIT

1. BOOKING

- 1.1. A booking quotation is not confirmed until a deposit has been paid and a booking confirmation letter has been issued by Breathtaker Hotel & Spa.
- 1.2. All offers, rates, prices, quotations and terms and conditions are subject to change or be withdrawn without notice, prior to a booking confirmation letter being issued.
- 1.3. Reservation details are as per the booking confirmation letter.
- 1.4. Additional items and package items, such as transfers and spa treatments, are booked subject to availability.
- 1.5. Descriptions and details of our services are subject to change at any time without notice.

2. PRICES

- 2.1. All prices are in Australian dollars and include 10% GST where applicable.

3. DEPOSIT

- 3.1. All accommodation bookings require a minimum 50% deposit at the time of booking. Accepted forms of payment are Mastercard, VISA, American Express or Direct Deposit via bank transfer. A 1% surcharge applies to all Mastercard and VISA payments. A 3% surcharge applies to American Express payments. We do not accept cheques or money orders. All credit card surcharges are non-refundable at any time.
- 3.2. If a deposit is paid by Mastercard, VISA or AMEX and cancelled, the applicable surcharge will be deducted from the total refundable amount.
- 3.3. Bookings made less than 30 days prior to the arrival date require a 100% deposit payment of the total tariff.

4. SECOND PAYMENT

- 4.1. Payment of the outstanding balance of the total tariff is required no later than 30 days prior to arrival. If your booking is made less than 30 days prior to arrival 100% payment of the total tariff is required at the time of booking.
- 4.2. Acceptance of these terms and conditions authorises us to charge the balance of the total tariff to the credit card which used to pay the deposit any time from 30 days prior to arrival.
- 4.3. If the balance needs to be charged to a credit card other than the one used to pay the deposit it is your responsibility to advise and confirm details with us in writing at least 40 days prior to arrival.
- 4.4. Split payments between multiple credit card for the deposit or balance is not permitted.

5. AMENDMENTS TO A BOOKING CONFIRMATION

- 5.1. An amendment is any change to a reservation that involves a change to guest names, occupancy, upgrade of room type, additional items, and package items.
- 5.2. Amendments after booking confirmation are subject to an administration fee of \$50.00 per amendment. This fee does not apply when adding new additional items to your reservation.

6. CANCELLATION POLICY

- 6.1. A cancellation includes any request to cancel or any request to change to the accommodation type or accommodation dates of the reservation, that is not an upgrade or an addition of nights to the original booking.
- 6.2. All cancellations are subject to a \$100.00 administration fee. Credit card fees, booking fees and commissions payable to agents are non-refundable.
- 6.3. Cancellations more than 60 days prior to the arrival date, deposits will be refunded, less a \$100.00 administration fee.
- 6.4. Cancellations between 31 days and 60 days prior to the arrival date will be subject to 25% forfeiture of the total tariff and a \$100.00 administration fee. Cancellations within this period the reservation can be changed to another date within the current snow season, subject to availability. The reservation must be of equal or greater value and a \$50.00 amendment fee applies.



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- 6.5. Cancellations made within 30 days of the arrival date will be subject to a cancellation fee of the total tariff. Date changes are not permitted within this period.
- 6.6. Travel insurance is strongly recommended to cover any unforeseen circumstances and illness, inclusive of a non-refundable booking, which may affect your travel arrangements.

7. CANCELLATION OF ADDITIONAL ITEMS

- 7.1. A cancellation is any change to an additional Item which is not an upgrade or an addition of a new Item.
- 7.2. Where you cancel a package item or an additional item an amendment fee of \$50.00 applies. This will be charged to the credit card provided to pay the deposit, at the time of the cancellation.
- 7.3. A refund will not be provided for no shows or cancellations of additional items less than 48 hours prior to the booking date and time.

8. COVID-19 CANCELLATION AND REFUND POLICY 2022

No refund, exchange or credit will be provided in the event that you or any members of your party are COVID positive prior to or during your intended travel dates.

- 8.1. It is the responsibility of the person making the booking to ensure that all members included in the travelling party can and will comply with all relevant government restrictions and regulations (including and without limitation to any COVID test and/or vaccinations requirements) relevant to resort entry and/or services and activities at the Mt Buller and Mt Stirling Resorts. No rescheduling or cancellation with a credit or refund will be provided if you or any member of your travelling party do not comply with relevant government restrictions or regulations at relevant times.
- 8.2. In the event of any personal medical condition (inclusive of COVID-19 and any associated strain, variety or mutation of the virus or respiratory illness) prevents you or any member of the travelling party at the time of your intended arrival date (based on the booking details) to attend your booking, no rescheduling or cancellation with a credit or refund will be provided.
- 8.3. In the event of any travel restriction or lockdown that prevents you or any member of the travelling party from being able to leave your place of residence, state or country to travel on your intended arrival date (based on the booking details) to attend your booking, no rescheduling or cancellations with a credit or refund will be provided.
- 8.4. Travel insurance is strongly recommended to cover any unforeseen circumstances and illness, inclusive of a non-refundable booking, which may affect your travel arrangements. This is available through [Travel Insurance Direct](https://www.travelinsurancedirect.com.au/) <https://www.travelinsurancedirect.com.au/>

9. CANCELLATION DUE TO GOVERNMENT MANDATED CLOSURES

- 9.1. In the event of a forced closure to visitors of Mt Buller Resort or Breathtaker Hotel & Spa due to government mandated restrictions or regulations at the time of your intended arrival date, or during the period that Breathtaker Hotel & Spa is providing you with accommodation services (based on the booking details), Breathtaker Hotel & Spa will offer a credit, date change subject to availability, or refund on pre-paid accommodation or the unused portion of the booking, less a \$100 administration fee.

10. ACCOMMODATION & FACILITIES

- 10.1. We reserve the right to substitute or upgrade accommodation type with other accommodation types of a comparable standard.
- 10.2. If in the event of unforeseen circumstances requiring the closure of any of the Breathtaker Hotel & Spa facilities including but not limited to Loft Bar, Signature Restaurant, BT Pizzeria and/or Breathtaker on High Spa we will not be offering any refund, exchange, or compensation of any nature.

11. DAMAGE TO ACCOMMODATION & SECURITY DEPOSIT

- 11.1. You accept responsibility for loss and damage to the accommodation, fixtures, fittings, furniture, and keys during your stay.
- 11.2. A valid credit card is required at check in to take a \$250.00 pre-authorization as a security deposit. Your acceptance of these terms and conditions authorises us to charge your credit card for the costs associated with any outstanding account balances, damages or losses incurred throughout your stay.
- 11.3. Your personal possessions, including lift passes and hired equipment are your own responsibility. Breathtaker Hotel & Spa does not take responsibility for the loss or damage to personal possessions. Items left unattended in common areas throughout the hotel are left at your own risk during your stay.



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12. CHECK IN & CHECK OUT

- 12.1. The accommodation is available for occupation from 3.00 pm on the day of arrival. The accommodation must be vacated no later than 10.00 am on the day of departure.
- 12.2. Where accommodation is not vacated by 10.00 am a late check out fee of \$150.00 for each hour or part thereof will be charged unless prior arrangements have been confirmed with the General Manager.

13. HOUSEKEEPING

- 13.1. Your accommodation will be serviced daily between 9.30am and 3.30pm. Daily servicing includes removal of rubbish, making of beds, vacuuming, wipe and tidy of kitchen and bathroom, washing of dishes.
- 13.2. Towels will be changed daily if placed in the shower or bath. Hung towels will not be changed.
- 13.3. Accommodation is to be left tidy and all cutlery, crockery, kitchenware washed prior to departure. A fee of \$100.00 will be charged if additional cleaning is required of these items.

14. NON-SMOKING

- 14.1. All apartments are non-smoking.
- 14.2. If you or any in your guest's smoke in the accommodation and continue to smoke after being requested to stop, management may evict your group or any individual from the accommodation without refund.
- 14.3. If anyone in your group has smoked in the accommodation you will be charged an additional cleaning fee of \$250.00, as well as costs incurred in compensating later guests who are affected by the smell of smoking.

15. PETS

- 15.1. Under no circumstances are pets allowed in any accommodation, including inside, outside or remaining in vehicles parked at Breathtaker Hotel & Spa.
- 15.2. Dogs without a permit issued by the Mt Buller Alpine Resort Management Board are not permitted within the Mt Buller resort.

16. SNOW GUARANTEE

- 16.1. The Snow Guarantee is provided by Buller Ski Lifts and participating Mt Buller accommodation providers to give confidence when booking a snow holiday. It's a money-back guarantee on all prepaid accommodation, lift ticket, rental and lesson packages and applies if there is insufficient snow cover.
- 16.2. For full terms and conditions for the Snow Guarantee, please refer to the following link: <http://www.mtbuller.com.au/Winter/plan-your-visit/accommodation/snow-guarantee>
- 16.3. If Breathtaker Hotel & Spa honor's the Snow Guarantee a \$100.00 administration fee will apply and will be deducted from the refundable amount.
- 16.4. Booking fees and commissions payable to agents will not be refunded and will be deducted from the refundable amount.
- 16.5. If the Snow Guarantee become applicable, Breathtaker Hotel & Spa will either transfer your booking to a later date, dependent on availability, or refund your deposit in accordance with the terms and conditions of the Snow Guarantee.
- 16.6. The Snow Guarantee only applies if the lifts are not operating due to insufficient snow cover. It does not apply where the lifts are not operating due to the following: lift closure due to weather conditions other than insufficient snow, e.g. wind or ice. Lift closure due to mechanical breakdowns or equipment failure.
- 16.7. You can't take advantage of the Snow Guarantee on the day you arrive nor during your stay, only between 9am two days prior to your arrival through to 5pm on the day before you arrive. E.g. if your scheduled day of arrival is Sunday, you must call between 9am Friday and 5pm Saturday to apply the guarantee to your booking.

*****WE STRONGLY RECOMMEND TRAVEL INSURANCE*****

**TO COVER YOU FOR ANY UNFORESEEN CIRCUMSTANCE, ILLNESS OR CANCELLATION
WE ACCEPT NO RESPONSIBILITY FOR NON-INSURED CUSTOMER CANCELLATIONS.**

BREATHAKER SKI LODGE PTY. LTD.

A Kinmac Consortium Company - ABN 57005784663