

# Trip Booking Terms And Conditions

La Trobe University Snowsports Team inc. (A0051108R)

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## Definitions

- Participant: A member of the La Trobe University Snowsports Team that has registered and paid their booking fee
- Default: When a participant (member) fails to meet the financial obligations of this agreement
- Event: Any trip or activity coordinated by the La Trobe University Snowsports Team

### 1. Pricing

- 1.1. Prices are quoted per person unless otherwise stated.
- 1.2. Additional charges may apply where appropriate for components not listed in event inclusions (e.g. equipment hire).
- 1.3. Discounts may apply where the participant agrees in writing to provide their own items that are listed in event inclusions (e.g. season pass or own transport), relative to the cost price of the item concerned.
- 1.4. Promotional discounts (including multi-trip packages) or 'Early Bird' discounts may be available from the commencement of 'Trip Booking Day' until 11.59 on the advertised promotion end date or until bookings are closed unless otherwise notified by LUST.
- 1.5. Bookings are only available to LUST members registered after January 1st of the same calendar year and life members.
- 1.6. Non-Members are eligible to make bookings when membership registration is processed at the time of booking

### 2. Deposit

- 2.1. A deposit at the amount as set out in the event summary Shall be required to secure booking for any LUST events.
- 2.2. Where a deposit is not sighted by a LUST committee member within three (3) business days of booking the space shall be considered not secure and may be made available to another participant.
- 2.3. Deposits are accepted via cash, EFTPOS, electronic funds transfer and Payments made through [lust.org.au](http://lust.org.au) (Pin Payments portal).
- 2.4. Deposit payments may not be deferred
- 2.5. Deposits are not transferable to another person

### 3. Final Payment

- 3.1. Final payments for bookings exceeding \$499 total package price are due not less than 28 days prior to departure.
- 3.2. Final payments for bookings not exceeding \$499 total package price are due not less than 14 days prior to departure.
- 3.3. Where a final payment is not sighted by a LUST committee member by the due date, the participant shall be contacted via email and phone to request settlement of final payment.

- 3.4. Where a final payment is not sighted by a LUST committee member within three (3) business days of the participant being requested to settle payment, the participant is in default of the agreement and their booking shall be treated as a cancellation (see below).
- 3.5. Where a participant anticipates not to meet the final payment deadline they must email [info@lust.org.au](mailto:info@lust.org.au) immediately cancel or request a Payment Plan (see below).

#### 4. Payment Plans

- 4.1. participants should email [info@lust.org.au](mailto:info@lust.org.au) immediately if they require a payment plan and must do so not less than seven (7) days before the due date for Final Payment.
- 4.2. Payment plans shall be negotiated on a case-by-case basis and must be approved by the President, Vice President or Treasurer before commencement. LUST reserves the right to refuse a request for a payment plan.
- 4.3. Payment plans shall require weekly or fortnightly instalments into the LUST bank account by a prescribed date.
- 4.4. Where an instalment is not sighted by a LUST committee member by the due date the participants shall be contacted via email and phone to request settlement of payment.
- 4.5. Where an instalment is not sighted by a LUST committee member within three (3) business days of the participant being requested to settle payment, the participant is in default of the agreement and their booking shall be treated as a cancellation (see below).
- 4.6. Payment Plans in default shall be considered void and correction of default requires the complete settlement of the booking.

#### 5. Voluntary Cancellation

- 5.1. In the event of a cancellation the participant must email [info@lust.org.au](mailto:info@lust.org.au) immediately to advise the committee.
- 5.2. Where a cancellation is advised more than 28 days prior to booking, the participant shall receive a partial refund excluding the deposit paid
- 5.3. Where a cancellation is advised less than 28 days prior to departure, the participant shall receive a partial refund excluding the deposit paid and any costs reasonably expended by La Trobe University Snowsports Team.
- 5.4. Where a cancellation is advised less than 3 days prior to departure and all vacancies are not filled by other participants, the participant will forfeit their entire payment.
- 5.5. Cancellation after commencement, will result in forfeit of entire payment and participant may not be credited for components not used.
- 5.6. Cancellation may be reversed when a participant corrects all default.

## 6. Conduct

- 6.1. Activities coordinated by LUST are considered activities are under the rules and policies of La Trobe University. As such participants are required to comply with all La Trobe University applicable student and staff policies. See [Policy - Conduct](#)

## 7. Ambulance and Medical Treatment

- 7.1. LUST provides no cover for ambulance transport, emergency evacuation or medical treatment
- 7.2. Participants will have or act to obtain appropriate ambulance cover prior to departure on the event. See [FAQ - Ambulance](#)
- 7.3. LUST bears no responsibility for the cost of emergency evacuation or any medical treatment required as a result of accident or injury.

## 8. Medical Information

- 8.1. Supplied medical information is subject to Australian privacy laws and Australian Privacy Principles. [See Policy - Privacy](#)
- 8.2. Your information is accessible by the LUST committee and some event organisers (deputised by LUST).
- 8.3. It is the responsibility of the participant to ensure medical information is up to date
- 8.4. Medical information may be supplied to medical personnel in the event of an emergency or when a participant may be unable to provide this information.
- 8.5. LUST will endeavour to supply accurate information to medical treatment personnel and accepts no responsibility for any information omitted or inability to provide information to medical personnel at the time of treatment.

## 9. Liability and Release

- 9.1. The activities undertaken by LUST are considered an Adventure or Extreme sport. Activities including Alpine Skiing, Snowboarding, Cross Country Skiing and any other related activities.
- 9.2. Adventure and Extreme sports carry the risk of significant injury or death
- 9.3. By agreeing to these terms you indemnify and keep indemnified the La Trobe University Snowsports Team Incorporated (LUST) (A0051108R), Its members, participants and all other associated persons;
  - 9.3.1. Against all claims, demands, actions, proceedings, suits, costs and expenses of every description whatsoever. Which may at any time hereafter be brought or claimed against LUST for personal injury or death in any way whatsoever arising out of or in connection with the participation in any such activities
  - 9.3.2. Against liability in breach of contract or liability in negligence in any form and any claim for damages or compensation.
  - 9.3.3. Against all costs, losses or damages arising from or in relation to my participation in any event organised by the Latrobe University Snow Sports Team
- 9.4. By agreeing these terms a participant voluntarily accepts;
  - 9.4.1. The above listed activities(9.1) are inherently dangerous and as a result

of which personal injury (and sometimes death) are common and ordinary consequences of the sport.

- 9.4.2. all risks, known and unknown, of any damage, personal injury, death, or other financial loss arising from such activities.
- 9.4.3. compliance with the Alpine Responsibility Code and all signs and other directions as outlined by a relevant Alpine Resort and their officers and affiliates.
- 9.4.4. Alpine Resorts may suspended or cancel access to lifts, services and other facilities denied at the absolute discretion of a relevant Alpine Resort for non-compliance with such directions or for reckless or careless conduct.
- 9.4.5. To comply with all policies, procedures rules and conditions set out by the relevant organising body. When representing Latrobe University as a competitor at events including but not limited to the Australian University Nationals or the Victorian Intervarsity Championship.
- 9.4.6. If considered necessary a representative or member of LUST or Latrobe University may seek or obtain emergency medical, hospital or ambulance service for a participant. Where the responsibility of all costs will fall to the recipient of these services
- 9.4.7. Sole responsibility for the maintenance of all equipment used including, but not limited to, skis, snowboards, bindings, boots, poles, and helmets.
- 9.4.8. Alpine activities require a minimum physical fitness and have trained sufficiently to participate in events organised by LUST or other relevant bodies.