

Tasmania's National Parks Passes Online Sales

Terms and Conditions

The Crown in Right of Tasmania as represented by the Tasmanian Parks and Wildlife Service ("PWS") operates this website and by accessing and using this website, You agree You have read and irrevocably agree to be bound by these terms and conditions.

1. Interpretation

For the purposes of these terms and conditions, the following definitions apply unless the context otherwise requires:

Claim means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature however arising and whether present or future, fixed or unascertained, actual or contingent, and whether at law, in equity, under statute or otherwise.

Fee has the meaning given to it in clause 2.

GST means any goods and services tax or similar tax imposed by the Commonwealth of Australia (but excluding any penalty, fine, interest or similar payment).

Park means any Tasmanian National Park as proclaimed from time to time (being those parcels of Crown land that have been declared to be reserved land in the class of national park for the purposes of the *Nature Conservation Act 2002*).

Pass or Passes means any one or more (as the context requires) of the National Park entry passes described in clause 5 that provides for entry into a Park.

PWS means the Crown in Right of Tasmania as represented by the Tasmania Parks and Wildlife Service and where the context requires or permits includes its employees, agents, contractors and subcontractors.

You means you as the person using this website and/or making an application to purchase a Pass (and where the context permits includes any other person on whose behalf You purchase a Pass or who enters a Park with You under the terms of Your Pass in accordance with these terms and conditions) and Your has a corresponding meaning.

For the avoidance of doubt when interpreting these terms and conditions the singular includes the plural and conversely, headings are for convenience and have no effect, a term of inclusion must not be interpreted to be a term of limitation and reference to this website includes as the context requires all linked websites operated by PWS.

2. Sale of Passes and Pass conditions

- (a) You may make an application to purchase one or more Passes from this website. In order to complete Your application to purchase one or more Passes, You must pay the relevant Fee in full by Mastercard or Visa credit card at that time as required by this website, and payment will be automatically charged to Your credit card at this time. PWS:
- (i) is not required to accept any other form of payment; and
 - (ii) is not responsible for any currency conversion or any fees imposed by Your credit card provider in complying with this requirement; and
 - (iii) is not responsible if, through no fault of PWS, your credit card details are intercepted by and used by third parties.

In the event that You are entitled to any refund in accordance with these terms and conditions, PWS is only required to credit such refund to the credit card used to pay the Fee.

- (b) The current prices (**Fee**) for any particular Pass is as listed on this website. All prices are in Australian dollars and include any applicable GST.
- (c) The Fee is a fixed amount regardless of whether or not You choose to use Your Pass within the period for which it is valid.

- (d) On receipt of payment the application process is complete. Subsequently, You will be forwarded the Passes You have applied and paid for in Your application at the address You have nominated.
- (e) Passes are only made available for purchase subject to these terms and conditions and any Pass purchased issues subject to these Terms and Conditions. Each person entering a Park in accordance with any such Pass must comply with these terms and conditions.
- (f) Passes are only valid for the periods specified in the description of the Passes in clause 5 and at no other times. In respect of Holiday Vehicle passes, Backpacker Passes, 24hr Day Vehicle Passes and 24hr Day Person Passes (as described in clause 5) You must supply a proper and accurate date of proposed entry to Tasmania or a Park as relevant as may be requested by PWS on this website and PWS may at its absolute discretion place limits on when any such entry must occur.
- (g) Passes are not transferable.
- (h) If You have indicated You are entitled to pay a concessional Fee or to purchase a concessional Pass then You must provide a copy of the applicable concession card as requested by PWS and/or any other evidence reasonably requested by PWS to support such claim. Failure to do so may mean PWS will not forward the relevant Pass to You or PWS may cancel such Pass at PWS' discretion until the relevant evidence has been provided or payment of the balance of any applicable full Fee is made.
- (i) The payment of the Fee does not cover any camping fees, facility entry fee, tour fees or travel related fees that may apply in respect of any such activities You wish to undertake in a Park. You must pay any applicable fee relating to any such activity as required.
- (j) You must comply with any terms and conditions printed on any Pass or notified to You when Your Pass is provided to You in accordance with clause 2(c).
- (k) PWS may at its discretion place limits on:
 - (i) how far in advance applications for Passes may be made; and
 - (ii) the number and/or type of Passes that may be purchased by any person.

3. Alterations, cancellations and refunds and other matters

- (a) If You wish to apply to alter or cancel (and receive a refund in respect thereof) a Pass You have purchased from this website, You must send an email to the address referred to in clause 9 and provide details of the reasons for the proposed alteration or cancellation and refund. Any decision to allow an alteration or cancellation and refund is entirely at the absolute discretion of PWS. Refunds may not be processed after the commencement of the pass.
- (b) Notwithstanding any rights conferred by a Pass, PWS reserves the right to:
 - (i) restrict Your entry into any Park, restrict the manner of activities You undertake in a Park and/or evacuate You from a Park at any point in connection with operational, safety, conservation based or other relevant circumstances as determined by PWS in its absolute discretion. In such circumstances You must comply with all directions given by PWS. You may be entitled to a partial or full refund of the Fee paid in respect of Your Pass affected in the circumstances described above with such amount to be determined by PWS acting reasonably;
 - (ii) prevent You from entering, or request You leave a Park if PWS determines that You:
 - (A) are impaired under the influence of drugs and/or alcohol and/or acting in such a manner so as to likely cause a disruption and detract from the Park experience for other persons within a Park;
 - (B) are acting in manner contrary to any of Your obligations as set out in 4; or
 - (C) do not possess appropriate clothing and/or equipment for the conditions within a particular Park.

In such circumstances, You will not be entitled to any refund.

4. Conditions relating to Park entry

When entering a Park in accordance with the rights provided by Your Pass, You must:

- (a) as relevant, carry Your Pass with You at all times or have it appropriately displayed on Your vehicle as required by clause 5;
- (b) bring with You appropriate equipment, clothing and supplies for the conditions likely to be experienced within the Park and the activities You wish to undertake within the Park;
- (c) exercise due caution, care and respect of all other persons within a Park and must not behave in a manner that is offensive, or which might unreasonably disturb or cause discomfort, distress, offence or injury to any other person;
- (d) adhere to any biosecurity protocols that may have been put in place by PWS;
- (e) adhere, where appropriate, to any “leave no trace” principles put in place by PWS;
- (f) comply with all notices and directions given by PWS;
- (g) comply with the requirements of all applicable laws; and
- (h) not undertake any of the activities set out in section 38 of the *National Parks and Reserves Management Act 2002 (Tas)* unless you hold an applicable business licence.

5. Types of Passes

The types of Passes available for purchase and specific terms and conditions that apply to each particular type of Pass are as follows:

- (a) **Holiday Vehicle Pass:** This Pass covers one vehicle and up to eight legally seated occupants. It allows access into all Parks. This pass is valid for eight weeks from the date of entry into Tasmania (which You will be asked for and must supply at the time of purchase);
- (b) **Two Year All Parks Pass:** This Pass is valid for 2 years from the date of purchase. You may list up to 4 vehicles (car, boat, motor bike or plane) against this Pass provided that only vehicles registered at the address of the Pass holder will be able to be registered against this Pass. Your vehicle sticker must be clearly displayed on the front bottom left of the windscreen and must not obstruct the driver’s vision in any way;
- (c) **Annual Parks Pass:** This Pass is valid for 12 months from the date of purchase (or renewal of an existing pass). You may list up to 4 vehicles (car, boat, motor bike or plane) against this Pass provided that only vehicles registered at the address of the Pass holder will be able to be registered against this Pass. Your vehicle sticker must be clearly displayed on the front bottom left of the windscreen and must not obstruct the driver’s vision in any way;
- (d) **Annual One Park Pass:** This Pass is valid for entry into ONE Park only (with the specific Park to be nominated at time of purchase). This Pass is valid for 12 months from the date of purchase (or renewal of an existing Pass). You may list up to 4 vehicles (car, boat, motor bike or plane) against this Pass provided that only vehicles registered at the address of the Pass holder will be able to be registered against this Pass. Your vehicle sticker must be clearly displayed on the front bottom left of the windscreen and must not obstruct the driver’s vision in any way;

- (e) **Backpacker Pass:** This Pass allows access into all Parks for one person only and must be carried with You at all times while in a Park. It must be produced with identification to a Park Ranger or other authorized PWS officer if requested. Forms of travel for this Pass may include bus (public travel), boat, motor bike, bicycle or on foot. It is valid for eight weeks from Your date of entry into Tasmania (which date You will be asked for and must supply at the time of purchase);
- (f) **24hr Day Vehicle Pass:** This Pass covers one vehicle and up to eight legally seated occupants and allows access into all Parks for a period of 24 hours from the time of first entry into a Park (You will be asked for and must supply details of the day You are first to enter a Park at the time of purchase); and
- (g) **24hr Day Person Pass:** This Pass allows access into all Parks for one person only for a period of 24 hours from the time of first entry into a Park (You will be asked for and must supply details of the day You are first to enter a Park at the time of purchase). This Pass must be carried with You at all times while in a Park. It must be produced with identification to a Park Ranger or other authorized PWS officer if requested. Forms of travel for this Pass may include bus (public travel), boat, motor bike, bicycle or on foot.

6. Risk, indemnities and liability issues

- (a) In entering any Park in accordance with a Pass, You:
 - (i) accept that there are potential hazards (including potentially walking at heights and near cliff faces as well as the potential of falls, trips, injury, bites and exposure);
 - (ii) have a full appreciation of the nature and extent of all the risks involved in entering a Park;
 - (iii) do so absolutely voluntarily and at Your own risk and You will ensure You will be properly prepared and equipped when doing so;
 - (iv) acknowledge You may be walking predominantly in a wilderness area;
 - (v) agree to indemnify PWS against all Claims for personal injury or death of any person, loss of or damage to property of any person, or financial loss suffered by any person arising from, or attributable to You entering into such Park;
 - (vi) You release PWS from all Claims in respect of any personal injury or death You experience, for any loss of or damage to Your property; and any financial loss You may suffer in connection with You entering into any Park.
- (b) The indemnities and releases given in clause 5(a) are continuing obligations and survive the expiration of the validity of Your Pass Park but do not extend to liability caused by the PWS's wrongful (including negligent) act or omission to the extent of such act or omission.

7. Miscellaneous

- (a) Personal information provided by You in using this website may be collected for the purpose of managing and assessing Your application and any purchase of a Pass. Failure to provide information as requested by PWS may result in any relevant application not being able to be processed. Your personal information may also be used by PWS for research purposes to improve the management of this website and management of the Parks and where necessary, may be disclosed to other public sector bodies for the efficient storage and use of the information. By using this website You agree to the collection and use of such information.
- (b) These terms and conditions are governed by the law of Tasmania. You agree to submit to the jurisdiction of the courts of Tasmania in connection with any dispute concerning these terms and conditions.
- (c) A failure or delay by a party in exercising any right under these terms and conditions will not be construed or deemed to be a waiver of that party's rights under this Agreement.
- (d) If, at any time, any of these terms and conditions are illegal, prohibited, void or unenforceable for any reason, those terms and conditions are to be read down so as not to be illegal, prohibited, void or

unenforceable and if not capable of so being read down, they are severed from the remaining terms and conditions and the remaining terms and conditions will remain valid.

8. Reservation of the right to change terms and conditions

PWS reserves the right to amend, modify, add, delete and make corrections to these terms and conditions without notice at any time at its absolute discretion. You will be required to comply with any such amended terms and conditions from when they appear on this website or as may otherwise reasonably be notified to You.

9. Contact for information

If You wish any information on Park closures, road conditions and have any other enquiries, please phone the information line on 1300827727 (1300 TASPARKS) between 9am and 5 pm Monday to Friday, visit www.parks.tas.gov.au or a Visitor Information Centre. Email enquiries should be directed to parkfees@parks.tas.gov.au