

Terms and Conditions for Clip 'n Climb Berwick

These terms and conditions affect your legal rights. It is important that you read this agreement carefully before making a purchase. By signing this agreement or by selecting "I agree to the terms and conditions" you acknowledge that you have read, understood and agreed to be bound by the conditions in this agreement. If you are making a purchase on behalf of another person, you agree that you are their agent so that they will be bound by this agreement.

Clip 'n Climb Berwick Pty Ltd (ACN 603 068 319) ("**Clip 'n Climb Berwick**") as the supplier of recreational services, sells all tickets and supplies all recreational services and facilities to the customer ("**you**"), including but not limited to: climbing, lessons, entertainment, café services, function rooms and use of the attractions: Clip 'n Climb arena, SkyTrail / SkyRail (high ropes course) and Cheeky Monkey Climb (playground assembly), and recreational activities within the Clip 'n Climb Berwick venue. All use of any of the facilities and attractions at Clip 'n Climb Berwick is undertaken according to the terms and conditions in this agreement, the safety rules on the Clip 'n Climb Berwick website and the instructions given during safety briefings. By purchasing an attraction session and/or participation in an attraction at Clip 'n Climb Berwick, you are deemed to have accepted the terms and conditions in this agreement and displayed at Clip 'n Climb Berwick.

Waiver: You acknowledge that the recreational activities are dangerous with inherent risks and hazards and as a consequence personal injury and sometimes death can occur and you assume and accept all such risks. Subject to the provisions herein contained, you release, discharge and forever hold harmless Clip 'n Climb Berwick, its employees, directors and agents from all liability, obligation and responsibility of any nature whatsoever for death or for any losses, damages or injuries of any nature whatsoever relating to, touching upon or arising directly or indirectly from your engagement in the recreational activity and from your participation in any related or incidental activities thereto. This Release shall be binding upon the Estate, and upon any Legal Personal Representative appointed by your Estate and may be pleaded by Clip 'n Climb Berwick as a complete bar in relation to any action, suit, claim or demand of any nature whatsoever that you may bring against Clip 'n Climb Berwick or which may be brought against Clip 'n Climb Berwick on your behalf. This Release shall extend and shall apply to all conduct of any nature whatsoever of Clip 'n Climb Berwick including, without limitation, the circumstances where the facilities pursuant to which the recreational activity takes place were not supplied with due care and skill or not fit for purpose or because of negligence, breach of contract, statute or statutory duty by Clip 'n Climb Berwick. In no event shall Clip 'n Climb Berwick be liable for loss of profit or consequential damages, whether based on breaches of contract, warranty or otherwise.

Fees, Charges and Tickets: All transactions are in Australian Dollars. Fees and charges are shown on the Clip 'n Climb Berwick website and at the venue and are subject to change without notice. Booking online in advance is recommended to ensure space is available. You are required to pay the session fee in full prior to being admitted into that attraction session. Tickets/passes issued remain the property of Clip 'n Climb Berwick and are void if tampered with. Multi-climb passes and gift certificates are non-refundable and void after the expiry date. All Clip 'n Climb Berwick tickets are valid only for the date and time shown and may not, without the prior written consent of Clip 'n Climb Berwick, be resold or offered for resale at a premium or used for advertising, promotion or other commercial purposes either by you as the original purchaser or any subsequent bearer. You acknowledge that despite Clip 'n Climb Berwick's reasonable precautions, Clip 'n Climb Berwick products and services may be listed at an incorrect price, with incorrect information, or which are unavailable due to an error or oversight. In these circumstances, Clip 'n Climb Berwick reserves the right to cancel the transaction, notwithstanding that your order has been confirmed and your credit card has been charged.

Refund Policy: Attraction sessions that you have booked are not refundable but can be transferred to another available date and time for the same attraction and the same session type. To arrange a transfer, you need to telephone Clip 'n Climb Berwick giving at least the below minimum period of prior notice, and make the appropriate arrangements with a Clip 'n Climb Berwick staff member with the new date and time confirmed by an email or text from Clip 'n Climb Berwick. Transfers are not possible if a shorter period of notice is given than the following minimum notice periods:

- **Bookings for less than 10 people:** you need to telephone and arrange an appropriate transfer more than **24 hours before the booked session time**.
- **Bookings for more than 10 people:** you need to telephone and arrange an appropriate transfer more than **7 days before the booked session time**.

Height and Weight Restrictions: The following height and weight restrictions must be observed for the safety of you, the climb crew and other customers:

- The maximum weight limit on all attractions is **130kg** and you must fit safely in the provided harness.
- **You must be between 100cm and 200cm tall** to participate in the **SkyTrail** attraction, and **climbers under 120cm tall must have an adult chaperon climb with them**.
- You must be between 120cm and 200cm tall to ride on the **SkyRail**.

Age Restrictions: Children must be at least 2 years old to use the Clip 'n Climb Berwick facilities, and children less than 10 years of age must be supervised by a responsible adult. The adult responsible for such children agrees to be bound by these conditions on their behalf and will directly supervise the child at all times.

Law: This Agreement shall be governed by the laws of the State of Victoria and the Commonwealth of Australia and the parties agree to submit the jurisdiction of that State and the Commonwealth respectively.

Health and Emergency Treatment: You are required to be in good health and free from any adverse medical conditions. You acknowledge and are aware that the physical and mental exertion required to engage in the recreational activity and/or to participate in the activity can activate or aggravate a pre-existing physical condition. You are not permitted to participate in climbing or other physical activities if you are pregnant, impaired by a medical condition or are wearing a cast. You should seek medical advice if you are in doubt about your health. You agree to pay the cost of and authorises Clip 'n Climb Berwick to take all steps it considers reasonably necessary to protect your welfare in the event of personal injury, including the administration of any emergency medical treatment and ambulance transportation.

Actions of Others: You acknowledge that there are inherent risks that may arise from the actions of other participants and/or spectators that are not condoned by Clip 'n Climb Berwick, but which may nevertheless still occur, which include pedestrian traffic, irresponsible, unreasonable, excessive, reckless, careless, unkind, wanton and generally objectionable behaviour whether intentional or unintentional.

Right to Refuse Entry: Clip 'n Climb Berwick has the right to refuse entry or cancel your access to use the facility if you:

- reasonably appear to be under the influence or in the possession of alcohol or illicit substances;
- fail to comply with safety regulations and/or fail to follow the instructions of Clip 'n Climb Berwick staff;
- behave in an offensive, reckless, careless or threatening manner to other customers or staff; and
- are reasonably deemed to be a danger to yourself, other customers or Clip 'n Climb Berwick staff.

Consent for Video, Images and Email: You acknowledge and give consent that, upon entering the Clip 'n Climb Berwick premises, you and those children for whom you are responsible may be photographed and/or videoed for security, safety and promotional purposes. By providing your email to Clip 'n Climb Berwick you consent to receiving promotional and advertising material from time to time.

MindClimb Programme Data: If your child is enrolled in our MindClimb programme (our therapeutic climbing programme for neurodivergent children), you acknowledge that our instructors will record session and progress information about your child (including behaviour, communication, and the level of support needed) in our session reports. Further details about what is collected, how it is stored, and how to request access, correction or deletion is set out in our Internet Privacy Policy. Some client and therapy-related records may also be held in Cliniko, a third-part clinical practice management platform that is independently owned and operated by Cliniko Pty Ltd. Information held there is subject to Cliniko's own privacy and security practices in addition to this agreement and our Internet Privacy Policy.

By signing below or clicking "I agree to the terms and conditions" on the website, you agree to the following:

- I have read and understood these terms and conditions.
- I acknowledge and agree with these terms and conditions.
- I affirm that my health is good and my participation in Clip 'n Climb Berwick activities is voluntary,

Your full name: _____

Telephone: _____ Email: _____

Name and date of birth (D.O.B.) of other climbers that you are representing (i.e. that you are an agent for):

_____ D.O.B. _____ D.O.B. _____ D.O.B. _____

_____ D.O.B. _____ D.O.B. _____ D.O.B. _____

Your Signature: _____ Date: _____