

Terms and Conditions of Sale

We recommend all visitors to TreeClimb read the following, as by purchasing a ticket, visiting our venue and/or participating in our activities, you are agreeing to and bound by these Terms and Conditions of Sale.

If you are making a purchase on behalf of another person, you also agree that you are making the purchase as their agent.

1. TICKETS

- 1.1 Tickets can only be purchased through this website using a valid credit card. Payment is taken from the card upon submission of the booking, and bookings are not confirmed until payment is completed. Bookings made via our website using a credit card require payment in full at time of booking.
- 1.2 After completing your purchase, you will gain access to an online page confirming your order. You will also receive an email attaching your invoice, your order confirmation, and a request to sign a mandatory waiver (if 18 years or older).
- 1.3 Tickets and vouchers must be original, display an expiry date and be presented at the time of entry. Photo ID and signatures may be required on request. Fraudulent use will be referred to police.
- 1.4 Ticket prices are inclusive of GST. Any purchase you make will be charged in Australian dollars and you are solely liable for any currency conversion fee or other amounts charged by your credit card provider.

2. CANCELLATION AND RESCHEDULING OF BOOKINGS

- 2.1 TreeClimb operates a no-refund policy for all cancellations, non-attendances, late attendance, and failure to participate and breach of Conditions of Entry. Subject to any rights you may have under the Australian Consumer Law, all bookings are final.
- 2.2 Management does however reserve the right to make exceptions where it deems it to be an extenuating circumstance.
- 2.3 If in the instance a session is rescheduled due to safety (weather conditions etc.) you reserve the right to reschedule your session to another available timeslot or request a refund for consideration.

3. CONDITIONS OF ENTRY

- 3.1 Admission price includes access to the course and excludes food, merchandise, and gloves.
- 3.2 For all Grand Course climbers, gloves are mandatory. You can bring your own from home or purchase gloves in venue.
- 3.3 The operation of some elements within the course maybe affected by adverse weather conditions or maintenance activity and may not be operational on the day you visit the venue.
- 3.4 Children under 15 years of age must always have a parental supervision. Please refer to the Camps and Excursions Guidelines for South Australia for appropriate supervision ratios.
- 3.5 We reserve the right to refuse entry or remove guests at our absolute discretion, including, without limitation, for vandalism, stealing, offensive behaviour, queue line jumping, failure to properly supervise persons under your care, failure to follow safety instructions, drunken or disorderly behaviour, or failure to comply with these Terms and Conditions.
- 3.6 Alcohol is strictly prohibited and as is the consumption prior to participating. Management has the right to refuse entry if it deems a participant to be under the influence of alcohol.
- 3.7 We reserve the right to inspect bags on the site at any time for security purposes.
- 3.8 There are inherent risks in undertaking the activities at TreeClimb that may result in injury or harm to you, your property, your friends and family, whether as spectators or participants. Prior to commencing your activity, you will be required to sign a release and waiver prior to undertaking any of the activities ("Participation Agreement"). The terms of the Participation Agreement are available here and are specifically incorporated into these Terms and Conditions. You must read the Participation Agreement prior to purchasing your tickets as it waives certain legal rights that you may otherwise have against TreeClimb or its Related Bodies Corporate (as that term is defined in the Corporations Act 2001(Cth)).

- 3.9 You also agree to our Privacy Policy, including the terms regarding the use of your image and likeness. Our Privacy Policy is available on www.treeclimb.com.au.
- 3.10 Design, logos and systems of TreeClimb are protected by copyright and other intellectual property rights. You must not infringe those rights.

4. TREECLIMB CONDITIONS OF ENTRY

All participants must:

- 4.1 Be a minimum height of 100cm to use the Kids course
- 4.2 Be a minimum height of 135cm to use the Grand course
- 4.3 Not weigh over 120kg and safely fit into the provided harness. TreeClimb employees reserve the right to weigh you if they believe you may be close to or over our weight limit.
- 4.4 Have an adult guardian on-site if they are under 15 years
- 4.5 Demonstrate a clear understanding of the safety system and procedures
- 4.6 Complete the practice course unaided
- 4.7 Behave in a manner that which always promotes safety for them and others
- 4.8 Not show any signs of being under the influence of alcohol or drugs
- 4.9 Be free of any medical conditions, that could be worsened by physical activity
- 4.10 Wear flat, enclosed and well-fastened footwear
- 4.11 All Grand Course Participants are required to wear gloves
- 4.12 Have long hair tied back, away from the equipment
- 4.13 Ensure personal items are always safe and secure
- 4.14 Have signed a Participation Agreement (if 18 years or above)

5. PARTICIPATION IN THE ACTIVITIES

- 5.1 Because of the nature of the activities, including the height of the activities, exposure to the elements and the physicality involved, there are inherent risks in participating in our activities and attractions. These include risks such as fractures, sprains, concussion, bruises, heat rash, knee pain, sunburn, rope burn, dislocated shoulders.
- 5.2 For your safety and comfort there are height, weight and age restrictions on some of our attractions. A minimum height of 100cm for the kid's course, 135cm for the grand course and maximum weight of 120kg. Participants need to be able to fit into the harness provided and have it approved and checked by TreeClimb prior to entering the courses. TreeClimb employees reserve the right to weigh you if they believe you may be close to or over our weight limit.
- 5.3 Pregnant women, individuals with fractures or sprains or pre-existing health issues should not participate. Further specific restrictions are set out below in the Medical Conditions List and may be displayed throughout the eco hut. You must obey these restrictions.
- 5.4 Participants must be in good health and free from any potentially adverse medical conditions. You should seek medical advice if uncertain.
- 5.5 Adults / carers are responsible for persons under their supervision.
- 5.6 You must act with good judgement and consideration, both for yourself and others, and refrain from behaviour which could affect your safety, the safety of others, and the safety of devices or attractions.
- 5.7 You must obey all reasonable written and verbal instructions and warnings, given by TreeClimb or its crew, including all guidelines and safety instructions.
- 5.8 You must use, as instructed, all safety equipment provided when participating in any attraction or activity.
- 5.9 You are responsible for your own personal property and perishable goods. This includes any possessions you choose to take onto the course.
- 5.10 Dogs are welcome on the premises; dog owners are responsible for their dog's actions. It is an offence for a dog to attack, harass or chase a person or another animal.

TreeClimb takes all reasonable steps to provide you with a safe and enjoyable experience.

6. LIMITATIONS OF LIABILITY (IN AUSTRALIA)

Certain statutory warranties under consumer protection laws are implied for the benefit of consumers. While nothing in these Terms and Conditions is intended to exclude, restrict or modify the application of such laws,

TreeClimb does not give any guarantee, warranty or make any representation of any kind, express or implied, in connection with these Terms and Conditions outside those laws.

To the fullest extent permitted by law, our liability for a breach of a non-excludable condition or warranty is limited, at our option, to:

- in the case of goods, any one or more of the following:
 - the replacement of the goods or the supply of equivalent goods;
 - the repair of the goods;
 - the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - the payment of the cost of having the goods repaired; or
- in the case of services:
 - the supplying of the services again; or
 - a refund for the cost of the services.

Please also refer to our Participation Agreement, for other waivers of our liability. If any of these Terms and Conditions are invalid, illegal or unenforceable, they will be read down to the extent necessary to ensure that it is not invalid, illegal or unenforceable, but if that is not possible, it will be severed from these Terms and Conditions and the other conditions will remain valid.

7. MEDICAL CONDITIONS LIST

*We recommend that you consult a health professional if you have the following, before booking**:*

- 7.1 Pregnancy
- 7.2 Heart Conditions
- 7.3 Recent Sprains or Muscular Injuries
- 7.4 Back Pain or Chronic Back Pain
- 7.5 Panic/Anxiety Attacks
- 7.6 High or Low Blood Pressure
- 7.7 Bone Disorders
- 7.8 Fragile Skin
- 7.9 Dislocations
- 7.10 Diabetes
- 7.11 Epilepsy, especially PSE.
- 7.12 Prosthetics- includes Cosmetic Implants
- 7.13 Neurological Disorders
- 7.14 Disabled or physical impairment

**** Please note this does not necessarily exclude a person from doing our activities. However, TreeClimb reserves the right to deny you access to the activities if you aggravate any of the above conditions and if we, acting reasonably, are not completely satisfied that it is safe for you to participate.**

It is important for all customers to declare any of the above medical conditions when they check in. TreeClimb reserves the right to change these Terms and Conditions at any time without notice. We will notify you of any amendment to this agreement by posting a notification on this website. If you do not agree to the varied terms, please immediately cease any further use of our services. Any amendments to the agreement will not affect any accrued rights of the parties.

These Terms and Conditions are governed by the laws of South Australia, and any dispute in connection with these Terms and Conditions shall be referred to the exclusive jurisdiction of the courts in South Australia.