

## Terms & Conditions

### 1. General Issues

- a. These Booking Terms & Conditions apply to all bookings for the Melbourne Cable Park, Cable riding, Climb (high ropes), Aqua Fun Park (the 'Activities') and any other products & services at the location of 5 Riverend Road, Bangholme.
- b. These Booking Term & Conditions contain important information concerning participation by you and members of your party. Accordingly, you must acknowledge and agree that you shall ensure that all members of your party are aware of and accept these Booking Terms & Conditions.
- c. No variation to these Booking Terms & Conditions shall be binding unless agreed to in writing by Melbourne Cable Park.
- d. Any typographical clerical error or other error or omission in any booking confirmation or other documentation issued by Melbourne Cable Park (Including electronic documentation) shall be subject to correction without liability on the part of Melbourne Cable Park.
- e. Melbourne Cable Park reserves the right to make changes to Activities whether to conform to any applicable safety or statutory requirements or otherwise.
- f. All prices listed are in Australian Dollars (AUD)
- g. All booking are bound by Conditions of Entry (INSERT LINK)
- h. All prices are inclusive of Australian Good & Services Tax. (GST)

### 2. Bookings

- a. The booking is considered confirmed once Melbourne Cable Park has verbally accepted the booking on site or has issued a written confirmation, receipt or invoice. This includes email and website confirmation if booked online. Once a booking has been confirmed, the Participant will have an allocated date and time. The Participant must advise Melbourne Cable Park within 24 hours of making the booking if there is any mistake in this booking confirmation. Melbourne Cable Park will exercise all reasonable endeavours to ensure that the Participant and the Participant's party's allocated activity commences at the time booked and it shall be the responsibility of the Participant to ensure they arrive in sufficient time. Late arrivals may not be permitted to undertake the activity booked and no refunds or compensation will be payable in such circumstances.
- b. For group and private bookings of 25 or more, final numbers must be agreed to at least 14 days prior to the event. Group and private bookings will require a 50% immediate deposit, and the booking will not be confirmed until this deposit is paid in full. The remaining balance shall be payable no later than 14 days prior to the booking date. Melbourne Cable Park will require a credit card number as security for all bookings and/or damages should they occur.

### 3. Arrival times

- a. Participants should arrive at least 30 minutes before they are due to commence their Activities to get kitted out and for the safety briefings. This is essential as Activities have a limited capacity and delays to the start can cause further delays for participants throughout that day.

- b. If a participant misses the start time due to reasons outside their control, then it will be at the discretion of the Manager on duty as to whether the late arrival can be accommodated. No refunds or partial refunds will be made for late arriving participants.

**4. Waiver**

- a. All participants must sign a release waiver, which can be emailed prior to booking, before participating in any activity at Melbourne Cable Park.
- b. All participants in cable wakeboarding must watch a safety video before riding for the first time.
- c. Children under the age of 18 years must have the release waiver signed by a parent or guardian.

**5. Gift Vouchers**

Once a gift voucher has been purchased it may not be cancelled, extended or transferred. Melbourne Cable Park Gift vouchers may also be redeemed at any Déjà Vu store.

**6. Cancellations**

- a. **Normal bookings** - You shall be entitled to amend your booking date subject to Melbourne Cable Park receiving your request for change at least 24 hours before the booked start time. Any requests for changes must be made by telephoning (03) 8780 7777 or emailing [info@melbournecablepark.com](mailto:info@melbournecablepark.com)
- b. **Group & Private Bookings** - In the event of a cancellation of a group or private bookings (25 people or more) the following charges apply.

30 + days prior	Full refund, including deposit.
14 – 29 days prior	Full refund of balance, excluding deposit (deposit retained).
7 - 13 days prior	50% of balance refunded, excluding deposit (deposit retained).
0 – 6 days prior	No refund.

Cancellations will not be complete until confirmed by a member of staff at Melbourne Cable Park.

Melbourne Cable Park reserves the right to cancel the booking:

- i. If the balance has not been received by Melbourne Cable Park 14 days prior to the booking/event.
- ii. Due to circumstances beyond the control of Melbourne Cable Park including but not limited to: Industrial dispute, terrorism, fire, natural disaster, technical failure, emergency situation and other such circumstances, Melbourne Cable Park has no liability to make payments to the Participant or refund any part of the booking. Melbourne Cable Park may offer alternative dates

or times at reduced rates. Melbourne Cable Park will endeavour to notify the Participant as soon as possible. No other compensation shall be payable.

## **7. Refunds**

Melbourne Cable Park operates a strict no-refund policy. No refunds will be issued for failing to turn up or arriving late for booked sessions.

## **8. Clothing**

- a. It is the responsibility of all Participants to ensure that they are dressed appropriately and Melbourne Cable Park advises Participants to wear clothing appropriate for the activity and weather conditions. Melbourne Cable Park reserves the right to refuse admittance to the activities to any Participant who is not appropriately dressed.
- b. Melbourne Cable Park will not be responsible for any damage to or loss of clothing or other personal items of persons resulting from participation in the Activities.
- c. All Participants for Climb Melbourne are required to wear a helmet and a safety harness which is provided by Melbourne Cable Park. Participants are not allowed to wear their own harness. The size of the harness is directly related to the safety of the Participant.
- d. All Participants for the Cable lakes are required to wear a PFD 3 approved safety vest and helmet.
- e. All Participants for the Aqua Fun Park are required to wear a safety vest provided by Melbourne Cable Park.
- f. Failure to comply with any of these safety and clothing requirements will deem the participant unfit to participate in the activity.

## **9. Safety**

- a. The Activities comprise of challenge-based Activities and participation is not without risk that could be fatal. All Participants are required to read, understand and sign a waiver document, stating their awareness and acceptance of all dangers involved in the activities at Melbourne Cable Park.
- b. All Participants must watch the safety video and/or attend the specific training provided by Melbourne Cable Park.
- c. Melbourne Cable Park reserves the right to refuse admittance to the Activities or to remove a Participant from any activity should it be deemed necessary to do so. This includes but is not limited to, a Participant who does not comply with the safety rules, safety advice and the safety system or who is suspected to be under the influence of alcohol or drugs.
- d. After the safety briefing Participants will not be directly supervised by an instructor.
- e. All Participants must be reasonably fit & healthy.
- f. All Participants are required to wear the safety equipment/clothing provided.
- g. All Participants are required to act responsibly and courteously at all times and to respect other Participants. Melbourne Cable Park shall be entitled to prevent any person from undertaking or completing Activities in an event whereby the behaviour is deemed to be unsuitable.

Melbourne Cable Park reserves the right to refuse admittance or remove the Participant from the Activities should we deem it necessary to do so.

- h. Participants are required to have reasonable eyesight, similar requirements imposed in order to drive. Consequently, short or long-sighted participants must ensure they wear their contact lenses or appropriately secured glasses.
- i. The Activities provided at Melbourne Cable Park are physically demanding and require a degree of agility, strength and stamina. If Participants are in any doubt as to whether they should attempt the Activities they are advised to view the Activities before booking. If Participants have medical concerns they are required to consult their doctor in advance.
- j. Due to the physical nature of the Activities, Melbourne Cable Park recommends that pregnant women do not take part.
- k. The Activities will be remain open in most weather conditions (but not in circumstances of excessive wind, lightning or any weather condition that is deemed dangerous)
- l. All Participants must abide by all the Melbourne Cable Park's Conditions of Entry.

#### **10. Liabilities**

Except as otherwise provided in these Terms & Conditions, Melbourne Cable Park shall not be responsible for the loss or damage of or to any property or to any person arising from the booking of or participation in the Activities. Parking facilities are available on site, and vehicles are left at the owner's risk. Nothing contained in these Terms & Conditions is intended to nor shall limit liability of Melbourne Cable Park in respect of death or personal injury caused by negligence of Melbourne Cable Park or of its employees, agents or contractors.