

# Terms and Conditions

**Live Wire Park Pty Ltd ACN 605 424 664 ABN 24 605 424 664 (“LWP”)**

180 Erskine Falls Road, Lorne, Victoria Australia (“the **Park**”)

E: hi@livewirepark.com.au

W: www.livewirepark.com.au

## 1. GENERAL VALIDITY OF INFORMATION & PRICES:

All bookings are bound by these Terms and Conditions as well as the Conditions Of Entry displayed next to the ticket office at the **Park** and as listed in the following Clause 2.

**It is a condition of entry that you MUST adhere to these Terms and Conditions. LWP will uphold these Terms and Conditions for safety reasons and for the enjoyment of all. It is your responsibility to ensure that you and all participants in your group comply with these Terms and Conditions.**

**Activities in the Park** and prices detailed on www.livewirepark.com.au are provided and coordinated by **LWP**. **LWP** has taken due care and responsibility to verify and check that all information on www.livewirepark.com.au is accurate and correct at the time of compilation. However, **LWP** does not accept responsibility for any price variation or variation in services depicted. All services and prices displayed are subject to change without notice. All maps, photographs, illustrations and computer-based graphics on www.livewirepark.com.au are included for general purposes only and are not always indicative of the subject matter. Maps are not to scale.

All prices listed are in Australian Dollars (AUD\$). Course costs are for activities only and do not include food and beverage cost unless otherwise stated. Prices are inclusive of the Australian Goods and Services Tax.

Payment of the entry fee entitles the patron to entry into the **Park** and use of the Canopy Circuit. A further fee is payable for use of any of the Short Circuit, Super Circuit or Shockwave Zip Coaster Courses (“**Course Activities**”).

## 2. CONDITIONS OF ENTRY (AS DISPLAYED NEXT TO THE TICKET OFFICE AT THE PARK)

- (a) All Minors under 18 years of age (“Minors”) must be accompanied by an adult who has paid for general admission. Supervision of Minors is required by adults at all times.
- (b) Intoxicated or drug affected persons will be refused entry to the **Park**. If management suspects any patron may be affected by drugs or alcohol they will be refused entry to the **Park** or asked to leave the **Park** and will not be entitled to a refund of any fee paid.
- (c) **LWP** is built on naturally sloping terrain; some areas may be slippery and path surfaces uneven.
- (d) You must wear appropriate footwear that provides grip as some areas may be very slippery and difficult. Extreme caution is advised at all times.
- (e) Smoking within the **Park** is not permitted.
- (f) Rubbish must be taken away from the **Park** and disposed of responsibly.
- (g) Any behaviour deemed by **LWP** staff to be aggressive, violent or antisocial behaviour against other persons will not be tolerated. Offenders will be asked to leave the **Park** and will not be entitled to a refund of any fee paid.

(h) You enter the **Park** at your own risk. Some of the fun activities available at the **Park** involve a certain degree of physical exertion and risk and these activities should only be undertaken by physically fit and able persons. The owners, management and staff of the **LWP** (as defined in the Indemnity and Release) accept no responsibility or liability for any damage to any property or any injury or death caused to any persons as a result of your participation in any of the activities offered at the **Park**.

(i) It is a condition of entry to the **Park** that you agree to accept these risks yourself and any minors in your care and to fully indemnify the owners, management and staff of **LWP** from all liability in relation to any damage, injury or death so caused.

**WARNING:** If you participate in any of the activities offered at the **Park** and if you are killed or injured because such activities were not supplied with due care and skill or were not reasonably fit for their purpose, your rights to sue **LWP** under the Fair Trading Act 1999, or under any other applicable legislation, are to the extent permitted by law excluded restricted or modified in the way set out in or on this notice.

### 3. PROHIBITED ITEMS

The following items must not to be taken into the **Park** and it is a condition of entry that **LWP** may search any patrons or their belongings for such items:

- (a) Illegal substances including controlled, dangerous or illicit drugs;
- (b) Incendiary devices (flares, fireworks and smoke bombs);
- (c) Laser lights and mirror balls;
- (d) Drones;
- (e) Alcohol;
- (f) Animals (other than Assistance Animals required to assist the visually impaired);
- (g) Scooters, skateboards, rollerblades/ skates or skis;
- (h) Professional cameras (without prior consent of management);
- (i) Unauthorised advertising material or flyers;
- (j) Musical instruments, amplified music or air guitar;
- (k) Balls and bats of any description;
- (l) Any other item which in the opinion of **LWP** could cause harm or public nuisance.

### 4. GENERAL TERMS:

(a) All participants must be healthy, be attired appropriately (see Clause 2) and agree to be bound by the conditions of entry that are displayed next to the ticket office upon entry into the **Park** (as listed above) and which apply to the use of the Canopy Walk. No safety equipment need be worn to undertake the Canopy Circuit. Safety Equipment will be provided and must be worn if undertaking any of the **Course Activities**.

(b) Furthermore, all participants on the Short Circuit, Super Circuit or Shockwave Zip coaster courses ("**Course Activities**") must sign an Indemnity and Release form (see clause 9) to be permitted to participate in those courses. Anyone who does not meet these requirements will

not be permitted to participate. It is your responsibility to ensure that you and Minors under your care meet these requirements.

(c) The **Course Activities** can be challenging and participation is not without risk. **LWP** strongly recommends that pregnant women, people with pre-existing conditions (including history of dislocation) or heart problems do not participate. If participants have medical concerns they should consult their doctor prior to making a booking. Participants will be required to certify that they do not suffer from any medical condition that may prevent them from completing the activity without injury.

(d) **LWP** reserves the right to refuse admittance to, or to remove visitors or participants from the **Park** if **LWP** considers it necessary to do so. This may include, but is not limited to:

- Non-compliance with safety rules and safety system;
- Behaving inappropriately or disrespectfully;
- Appearing to be under the influence of drugs or alcohol.

(e) No refunds or compensation will be payable by **LWP** in the event that any participant is not permitted to, or decides not to commence, undertake or complete a chosen course activity.

(f) **LWP** encourages participants to push their boundaries; this can be a very challenging adventure for some. Everyone is encouraged to move at their own pace. **LWP** staff will assist with flow as much as possible. Please be patient with people in front of you and respect their abilities.

(g) **All** participants must wear personal protection equipment provided by **LWP** as fitted/checked by an instructor.

(h) **LWP** provide hairnets, for hygiene reasons, to be used at your discretion. All helmets are sanitised after each use.

(i) No food is to be consumed whilst wearing a harness.

(j) Harnesses must be removed at the **LWP's** office or as otherwise instructed, prior to using a bathroom (even if you are part of the way through a **Course Activity**), and all equipment must be checked by an instructor prior to recommencing the Course Activity.

(k) All safety equipment is to be returned promptly once the **Course Activity** has been completed.

(l) For your safety and to avoid damage to the forest, you must stay on the designated paths at all times.

(m) It is your responsibility to keep hydrated and maintain sufficient energy levels. Drinks and packaged snacks can be purchased at the office (eg water, soft drinks, and packaged consumables). No other food is available for purchase at the **Park**.

(n) Please take all rubbish home for responsible disposal. The **Park** is a protected area. One of the main reasons there are no bins is they attract native wildlife who become dependent on bins for food. Rubbish also encourages introduced species, which have a devastating effect on endangered native wildlife.

(o) The **Park** is a smoke, alcohol and pet free environment. This is with the exception of certified Assistance Animals (see Clause 3(f)).

(p) Minors of any age not participating in any activity must be actively supervised by a non-participating adult on the ground, whilst at in the **Park**. This includes staying on the marked paths at all times.

## 5. CLOTHING, SHOES, JEWELLERY, CAMERAS AND OTHER ITEMS

(a) It is the responsibility of all participants to ensure that they are attired appropriately with considerations for the weather conditions and which they do not mind getting dirty or damaged.

- Participants must wear fully enclosed shoes (sporting shoes are recommended); no exposed skin from the ankle down (skin must be covered by shoes not socks). For example: participants will not be permitted to undertake any of the activities in sandals, Mary-Jane's, thongs, ballet flats, slip-off, toed shoes etc.
- Jewellery including watches and rings must be removed;
- Long hair must be tied back;
- Waists must be covered and belly button piercings removed or taped over for comfort.

(b) Out of respect to people participating in a **Course Activity** and to prevent loss/damage, no items can be taken whilst participating in a **Course Activity** either in pockets, in bags or otherwise attached including but not limited to cameras, selfie-sticks, phones, keys and wallets etc. Lockers are not provided in the **Park**. Valuable items should not be brought to the **Park**. Car keys may be left with the front desk attendant. **LWP** will not be responsible for any damage to, or loss of, clothing or other personal items resulting from attending the **Park**.

(c) Participants may take their own GoPro's into the trees, on the condition that they are safely attached with a GoPro-branded chest mount or elastic helmet mount supplied by the participant. GoPro's can be attached on **LWP** helmets using the approved mounts. Selfie sticks, wrist straps or adhesive mounts must not be used. **LWP** does not take responsibility for GoPro equipment and participants should take every care not to damage them while participating.

## 6. ARRIVAL TIMES AT THE PARK

(a) Safety briefings for **Course Activities** will start promptly on time, so please be ready at your booked time which is outlined in your confirmation email. It is very important that you arrive ready for the start of your session. This means:

- Bathroom used;
- Empty pockets and jewellery/watches etc. removed;
- Being checked in;
- Completed Indemnity and Release form handed to **LWP** staff.

**LWP** recommends 15 minutes for this process. Please take into consideration the time to find a car parking space and walk to the office and harnessing areas.

(b) If participants miss their start times due to reasons outside their control, then it will be at the discretion of **LWP** to accommodate a late arriving participant as to whether they are able to accommodate the late arriving participant. No refunds or part-refunds will be made for late arriving participants if **LWP** is not reasonably able to accommodate a late arriving participant.

## 7. CHANGING OR CANCELLING YOUR BOOKING

Please contact the **Park** to change or cancel your booking. **LWP** recommends emailing your request:

(a) At least 7 days before booking time/date: If you contact us to change or cancel your booking with at least 7 days' notice, this can be done subject to availability and an administration fee. Bookings can be changed once only.

(b) Less than 7 days before booking time/date: Bookings cannot be changed or cancelled within 7 days of your booked time/date. No compensation (no refund or vouchers) is available.

No refund of entry fees or compensation will be available if participants choose not to participate and the **Park** is open and operating as usual (including during rain and light winds).

(c) If it proves necessary to close any activity due to reasons beyond the control of **LWP** (eg: extreme weather including lightning, high winds or storm; unscheduled maintenance) in circumstances where you have commenced participation in an activity, you will not be entitled to any refund or compensation (in part or in whole). In such circumstances **LWP** will reschedule your booking to a mutually convenient date and time, within 6 months.

## **8. INDEMNITY AND RELEASE (Liability Release and Express Assumption of Risks for entry into Park and use of Canopy Walk)**

For your attendance at and use of the **Park** including the Canopy Walk, but **EXCLUDING** the Short Circuit, Super Circuit and Shockwave Zip Coaster Courses, you agree to be bound by the Conditions of Entry referred to in Clause 2 of these Terms and Conditions. For your use and participation in the Short Circuit, Super Circuit or Shockwave Zip Coaster Courses you also agree, upon entry, to sign the Indemnity and Release form referred to in Clause 9.

## **9. INDEMNITY AND RELEASE FORM (FOR SHORT CIRCUIT, SUPER CIRCUIT AND SHOCKWAVE ZIP COASTER COURSES)**

These Terms and Conditions incorporate **LWP's** Indemnity and Release form, which each participant over 18 years of age will be required to sign before being permitted to undertake either the Short Circuit, Super Circuit or Shockwave Zip Coaster Courses. Participating Minors must be included on an Indemnity and Release form in order to participate. Any adult (18+) in a booking must sign an Indemnity and Release form taking responsibility for a minor listed in the same booking. It is not permitted for adults in a different booking to include minors on their Indemnity and Release form. However, it is preferred that their parent/ guardian sign the form regardless of whether or not they will be present on the day. A copy of the Indemnity and Release form will be emailed with the booking confirmation or can be downloaded from the **LWP** website. A full copy of the Indemnity and Release Form can be viewed by [clicking here](#).

## **10. INJURIES/INCIDENTS**

In the unlikely event that you or a member of your group (participating or not) is injured at the **Park**, you must report it to **LWP's** friendly staff as soon as practical on the day.

## **11. COURSE REQUIREMENTS FOR USE OF THE "COURSE ACTIVITIES"**

### **(a) Short Circuit**

- The minimum height required for a participant on this course is 110 cm.
- Minors who meet of the height requirements can participate on the Short Circuit as long as a responsible adult supervises them from the ground and has paid for entry to **LWP**.
- If there are more than 4 participating Minors in any one group, they must be accompanied on this course by an adult who has paid a ticket to participate in the Short Course.
- The Maximum weight required for a participant on this course is 130 kg.

### **(b) Super Circuit**

- Participants in the Super Circuit must not weigh more than 120kg and must be over 135cms .
- **Minors** who meet all of the height and weight requirements may participate on the Super Circuit as long as a responsible adult supervises them from the ground and has paid for entry to **LWP**.
- If there are more than 4 participating Minors in any one group, they must be accompanied on this course by an adult who has paid a ticket to participate in the Super Circuit.

### (c) **Shockwave Zip Coaster Course**

- Participants in the Shockwave Zip Coaster Course must weigh between 30kg - 120kg.
- Participants who meet the weight requirement can participate on the Shockwave Zip Coaster course as long as a responsible adult supervises them from the ground and has paid for entry to **LWP**.

All 3 courses are not suitable for pregnant women, persons with a heart condition, high blood pressure or knee, ankle or back problems. Visually and physically impaired patrons may be able to under the Canopy Walk and the Shockwave Zip Coaster Course.

## **12. BOOKINGS**

If you purchase a product or service from us, we may request certain personally identifiable information from you. You may be required to provide contact information (such as name, email, and postal address) and financial information (such as credit card number, expiration date).

We use this information for billing purposes and to fill your booking. If we have issues processing a booking, we will use this information to contact you.

## **13. BOOKING CANCELLATION POLICY**

(a) Late arrivals or “No Shows” will forfeit the booking and no refunds will apply. Every effort will be made to re-schedule the missed Course (to the same day) if possible.

(b) Due to the limited number of places, any participants who are unable to complete the Course due to personal confidence levels will not be offered a refund.

(c) For Online & Pre-Paid Bookings:

- We have a strict no refund policy.
- Session times or dates may be changed for pre-booked tickets up to 2 hours prior to the scheduled start time by contacting our office. A voucher will be issued if an agreed rescheduled date is not available.
- If for any reason **LWP** cancels a booking, a mutually agreed booking date will be offered. **LWP** reserves the right to alter or re-schedule bookings at any time as a result of fire, flood, extreme weather conditions or any other circumstance beyond our control.

## **14. LWP SECURITY POLICY**

(a) **LWP** uses the BPOINT Payment Gateway for its online credit card transactions. BPOINT processes online credit card transactions for thousands of Australian merchants, providing a safe and secure means of collecting payments via the Internet. All online credit card transactions performed on this site using the BPOINT gateway are secured payments.

- Payments are fully automated with an immediate response.
- Your complete credit card number cannot be viewed by The **LWP** team or any outside party.

- All transactions are performed under 128 Bit SSL Certificate.
- All transaction data is encrypted for storage within BPOINT's bank-grade data centre, further protecting your credit card data.
- BPOINT is an authorised third party processor for all the major Australian banks.
- BPOINT at no time touches your funds; all monies are directly transferred from your credit card to the merchant account held by **LWP**. For more information about BPOINT and online credit card payments, please visit [www.bpoint.com.au](http://www.bpoint.com.au).

(b) After ordering online, you will receive an email confirmation from **LWP** ([bookings@livewirepark.com.au](mailto:bookings@livewirepark.com.au)) containing your booking number and course itinerary (if you have provided your email address). If you wish to query a booking please contact us at Tel: 1300 LIVEWIRE.

## **15. LWP PRIVACY POLICY**

**LWP** regards customer privacy as an important part of our relationship with our customers. The following privacy policy applies to all **LWP** users, and conforms to Internet privacy standards.

### **(a) COLLECTION OF INFORMATION**

In order to use the **LWP** website, we may require information from you in order to provide the best service possible.

All correspondence may also be collected and stored, particularly in regard to sales, support and accounts, including email. Any information collected by **LWP** is collected via correspondence from you or your company. This may be via the telephone, email, mail, fax or directly through our website.

### **(b) USE OF COLLECTION INFORMATION**

Any details collected from **LWP** customers is required in order to provide you with our products and/or services, and a high level of customer service. Correspondence is recorded in order to provide service references, and to assist in our staff development.

### **(c) STORAGE OF COLLECTED INFORMATION**

The security of your personal information is important to us. When you enter sensitive information (such as credit card numbers) on our website, we encrypt that information using secure socket layer technology (SSL). When Credit Card details are collected, we simply pass them on in order to be processed as required. We never permanently store complete Credit Card details. We follow generally accepted industry standards to protect the personal information submitted to us, both during transmission and once we receive it. If you have any questions about security on our Website, you can email us at [www.livewirepark.com.au](http://www.livewirepark.com.au)

### **(d) ACCESS TO COLLECTED INFORMATION**

If your personally identifiable information changes, or if you no longer desire our service, you may correct, update, delete or deactivate it by emailing us at [hi@livewirepark.com.au](mailto:hi@livewirepark.com.au).

### **(e) COMMUNICATIONS**

**LWP** uses personally identifiable information for essential communications, such as emails, accounts information, and critical service details. We may also use this information for other purposes, including some promotional emails. If at any time a customer wishes not to receive such communication, they can request to be removed from any mailing lists by emailing us at [hi@livewirepark.com.au](mailto:hi@livewirepark.com.au).

#### **(f) THIRD PARTIES**

**LWP** may at its discretion use other third parties to provide essential services at the **Park** (i.e. packaged deals and special offers) or for our business processes. We may share your details as necessary for the third party to provide that service. These third parties are prohibited from using your personally identifiable information for any other purpose. **LWP** does not share any information with third parties for any unknown or unrelated uses. Links on the **LWP** site to external entities are not covered within this policy. The terms and conditions set out in this privacy statement only cover the domain name of [www.livewirepark.com.au](http://www.livewirepark.com.au).

#### **(g) LEGAL**

We reserve the right to disclose your personally identifiable information as required by law and when we believe that disclosure is necessary to protect our rights and/or comply with a judicial proceeding, court order, or legal process served on our Website.

#### **(h) CHANGES TO PRIVACY POLICY**

If we decide to change our privacy policy, we will post those changes to this privacy statement, the homepage, and other places we deem appropriate so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it. We reserve the right to modify this privacy statement at any time, so please review it frequently.

### **16. HAVE FUN!**

**At LWP we will make every effort to ensure you enjoy a unique exhilarating experience.** Please talk to us if you have any questions.