



CLIMB x DRIVE x PLAY x DISCOVER

Terms and conditions

THE FOLLOWING CONDITIONS OF SALE WILL APPLY TO AND BIND THE PURCHASER OF ANY DESCRIBED PRODUCT AND SERVICE IN THE WEBSITE.

This is an IMPORTANT NOTICE PLEASE READ EXCLUSION OF LIABILITY – WAIVER OF RIGHT TO SUE- YOUR ASSUMPTION OF RISK – THESE CONDITIONS AFFECT YOUR LEGAL RIGHTS!

Tunzafun Xtreme Pty Ltd (ACN 603 667 018) is the supplier of recreational and entertainment services and facilities, including but not limited to wall climbing, dodgem drift cars, arcade games, ropes courses equipment rental, the conditions, layout, construction, design and maintenance of the Tunzafun Xtreme facility. Using the Tunzafun Xtreme facility is undertaken in accordance with the rules and conditions provided in this document and in safety briefings.

BY PURCHASING A TICKET FOR OR BY USING ANY OF THE FACILITIES AT TUNZAFUN XTREME VENUE, THE CUSTOMER AGREES TO BE BOUND BY THESE CONDITIONS:

1. Tunzafun Xtreme, its employees, directors and agents are not liable to the customer, his or her dependents or legal representatives for personal injury or death suffered by the customer because the recreational activities were not supplied with due care and skill or were not reasonably fit for their purpose or because of the negligence, breach of contract, statute or statutory duty by Tunzafun Xtreme.

2. The customer acknowledges that the recreational activities are dangerous with inherent risks and hazards and as a consequence personal injury and sometimes death can occur and the customer assumes and accepts all such risks and hereby waives the right to sue Tunzafun Xtreme for any personal injury or death in any way whatsoever caused by or arising from the customer's participation in such activities.

3. RISK WARNING: If you participate in these activities your rights to sue the supplier under the Australian Consumer Law & Fair Trading Act 2012 if you are killed or injured because the activities were not supplied with due care and skill or were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in paragraphs 1 and 2 of this sign.

PLEASE NOTE: The change to your rights, as set in this form, does not apply if your death or injury is due to gross negligence on the suppliers part. Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law & Fair Trading Regulations 2012 and section 23(3)(b) of the Australian Consumer Law & Fair Trading Act 2012.

4. The customer agrees to pay the cost of and authorises Tunzafun Xtreme to take all steps it considers reasonably necessary to protect his/her welfare in the event of personal injury, including the administration of any emergency medical treatment and ambulance transportation.

5. Children must be at least 2 years of age to use the facilities at Tunzafun Xtreme, and when less than 10 years of age, be supervised by a responsible adult. Where you are responsible for such children you agree to be bound by these conditions on their behalf and you will directly supervise them at all times.

6. Participants must be in good health and free from any adverse medical conditions. For safety reasons, pregnant women, customers with pre-existing health issues or wearing casts are not permitted on ropes course, dodgem drift cars and climbing walls. If in doubt please seek medical advice.

7. While in the Tunzafun Xtreme venue you consent to images and video being taken for security or promotional purposes of yourself, your children or of children for whom you are responsible.

8. All tickets remain the property of Tunzafun Xtreme and cannot be transferred or resold. They are valid only for the date and time booked and are void if tampered with.

9. The customer must comply with all signs or other directions of Tunzafun Xtreme and it may suspend or cancel the customer's access to recreational activities at the Tunzafun Xtreme venue in its absolute discretion for non compliance with these conditions, or for reckless or careless conduct.

10. If you purchase a ticket for the use of the dodgem drift cars, arcade, ropes course, climbing walls, or any other facilities at the Tunzafun Xtreme venue on behalf of another person, you agree that you make that purchase as the authorised agent of that person so that he/she will be bound by these conditions.

11. This agreement:

a. Is governed by the laws of the State of Victoria, the Courts of which shall have exclusive jurisdiction, and

b. if any part or provision is determined by a Court to be invalid or unenforceable all other parts and provisions shall still be given full legal force and effect

REFUND POLICY

1. Your order must contain your name, number, email address, credit card details and any other information required by our website. Confirmation of your order will be sent to you via email.
2. Bookings are transferable but not refundable. In order to transfer your booking, you need to contact our team 24 hours prior to the booking.

TUNZAFUN XTREME

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