

# Conditions of Sale

The following conditions of sale ('Conditions of Sale') will apply to and bind the purchaser of any BOUNCEinc product described in the Website.

**NOTICE TO USER:** PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SELECTING YOUR PURCHASES.

BY SELECTING THE "I AGREE" CHECKBOX, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS CONDITIONS. IF YOU ARE MAKING A PURCHASE ON BEHALF OF ANOTHER PERSON, YOU AGREE THAT YOU ARE MAKING THE PURCHASE AS THEIR AGENT.

## IMPORTANT NOTICE – PLEASE READ

### EXCLUSION OF LIABILITY – WAIVER OF RIGHT TO SUE – YOUR ASSUMPTION OF RISK – THESE CONDITION AFFECT YOUR LEGAL RIGHTS!

1. Bounce Australia Pty Ltd, trading as BOUNCEinc as the supplier of recreational services, sells all tickets and supplies all recreational services and facilities to you (the customer) including, but not limited to trampolining, trampolining lessons, use of the wall, foam pit, bag jump, equipment rental and maintenance, the condition, layout, construction, design, maintenance and use of the trampolines, the presence of people or objects thereon, the surrounding areas and any other associated sporting activities or similar leisure time pursuits (recreational activities) in the BOUNCEinc venue subject to the following conditions:
  - 1.1 By purchasing a ticket for or by using any of the facilities at any BOUNCEinc venue, the customer agrees to be bound by these conditions.
  - 1.2 The customer acknowledges that the recreational activities are dangerous with many 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 BOUNCEinc, its employees, directors and agents for any personal injury or death in anyway whatsoever caused by or relating to the customer's participation in such activities except where BOUNCEinc has been found to be negligent.
  - 1.3 **RISK WARNING: The use of trampolines, the wall, foam pit, bag jump or any other equipment at any BOUNCEinc venue involves a significant risk of participants suffering personal injury including the possibility of serious injuries, permanent disability or death. All participants who engage in such recreational activities do so at their own risk.**
  - 1.4 The customer agrees to pay the cost of and authorises BOUNCEinc 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.
  - 1.5 Children must be at least 3 years of age to use the facilities at any BOUNCEinc venue and when less than 12 years of age must 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.
  - 1.6 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 the trampolines or in the foam pit. If in doubt please seek medical advice.
  - 1.7 While in any BOUNCEinc 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.

- 1.8 All tickets remain the property of BOUNCEinc and cannot be refunded, transferred or resold. They are valid only for the date shown and are void if tampered with.
- 1.9 The customer and all participants must comply with all signs or other directions of BOUNCEinc and it may suspend or cancel the customer's and a participant's access to recreational activities at any BOUNCEinc venue in its absolute discretion for non compliance with these conditions, or for reckless or careless conduct.
- 1.10 If you purchase a ticket for the use of the trampolines or any other equipment or facilities at any BOUNCEinc venue on behalf of another person, you and that other person both agree that you make that purchase as the authorised agent of that other person so that he/she will be bound by these conditions.

## **ABOUT THE WEBSITE**

### **2. These Conditions of Sale**

- 2.1 Please read these Conditions of Sale carefully before using the Website. By using the Website, you are agreeing to be bound by these Conditions of Sale.
- 2.2 The Website is provided by BOUNCE Australia Pty Ltd trading as BOUNCEinc.
- 2.3 The Website may provide links to third party websites and the products or services of third parties. BOUNCEinc is not responsible and is not liable in any way for third party content provided on or through the Website. You assess or use of the third party sites is at your own risk.
- 2.4 This site may from time to time display third party advertisements. Such advertisements may or may not contain hyperlinks to third party websites. BOUNCEinc does not endorse or recommend the goods or services of such advertisers or their websites. If you purchase any goods or services from them or visit any of their websites, you do so at your own risk.
- 2.5 Copyright in the Website is owned by BOUNCEinc or its licensors.
- 2.6 The website may contain trade marks or logos of BOUNCEinc, other companies or organisations and these are proprietary to the owner(s) of such marks.
- 2.7 BOUNCEinc may at any time discontinue or limit access to the Website or its content. BOUNCEinc may terminate or limit your access to the Website if you breach these conditions. All disclaimers and limitations of liability by BOUNCEinc will survive termination.

### **3. Ordering Procedure**

- 3.1 You may offer to purchase any of the BOUNCEinc products described in the Website for the price specified on the Website.
- 3.2 Your order must contain your name, phone number, e-mail address, credit card details and any other ordering information specified on the Website.
- 3.3 Payment must be effected by credit card using the ordering facility on the Website.
- 3.4 Confirmation of your purchase will be sent to your nominated email address once your payment for the transaction has been cleared. If you do not receive a confirmation email within two business days please contact the BOUNCEinc Contact Centre.
- 3.5 You may not cancel an order once it has been submitted and paid, even if a confirmation email from the BOUNCEinc is still pending.
- 3.6 If you wish to purchase a BOUNCEinc product by telephone, post or by visiting one of the BOUNCEinc venues in your State then any such purchase will be governed by these Conditions of Sale (excluding any of the Conditions of Sale that are specific to purchases made using the Website) but including the conditions displayed at the BOUNCEinc venue.

#### **4. Pricing**

- 4.1 The prices of the BOUNCEinc products shall be the prices displayed on the Website on the date of your order (inclusive of goods and services tax and any other charges which must be mandatorily disclosed under the Competition and Consumer Act 2010 (Cth)).
- 4.2 All prices displayed on the Website are quoted in Australian dollars and must be paid in full, except where discounts are offered as detailed on the Website.

#### **5. Cancellation of Order due to error or unavailability**

- 5.1 You acknowledge that despite BOUNCEinc's reasonable precautions, BOUNCEinc's products may be listed on the Website at an incorrect price, with incorrect information, or which are unavailable due to an error or other oversight. In these circumstances, BOUNCEinc reserves the right to cancel the transaction, notwithstanding that your order has been confirmed and your credit card has been charged.
- 5.2 If a cancellation of this nature occurs after your credit card has been charged for the purchase, BOUNCEinc will immediately, or as soon as practicable, issue a credit to your credit card account for the amount in question.

#### **6. Details of conditions applicable to purchase of BOUNCEinc products**

Details of the conditions applicable to the purchase of BOUNCEinc products on the Website may differ from time to time. BOUNCEinc reserved the right to make any changes to the details and Conditions of Sale if necessary to comply with any applicable legislation and to change the details and conditions published on the Website, without affording notice, provided that this does not materially affect the nature of the BOUNCEinc products purchased by you.

#### **7. Order submission and your agreement to these Conditions of Sale**

When you click on the "I Agree" checkbox you agree to these Conditions of Sale and BOUNCEinc will treat the order as confirmed. You are responsible for ensuring the accuracy of your order. BOUNCEinc shall supply you, subject to availability, with BOUNCEinc Products set out in your order. BOUNCEinc shall confirm each order made online via the Website or by email within two business days.

#### **8. Security Policy**

- 8.1 When purchasing from the Website your financial details are passed through a secure server.
- 8.2 No transmission over the Internet can be guaranteed as totally secure. Whilst BOUNCEinc strives to protect such information, it does not warrant and cannot ensure the security of any information which you transmit to it. Accordingly, any information which you transmit to BOUNCEinc, including your credit card details, is transmitted at your own risk and BOUNCEinc shall have no liability to you for any financial or consequential loss or damage suffered by you in anyway whatsoever arising out of or related to your use of this website whether due to negligence, breach of contract, statute or statutory duty by BOUNCEinc.
- 8.3 Once BOUNCEinc receives your transmission, it will take reasonable steps to preserve the security of such information.

#### **9. Law and Jurisdiction**

These Conditions of Sale shall be governed by and construed firstly in accordance with the laws of the State in which your purchase is made (the courts of which shall have exclusive jurisdiction) and then in accordance with the laws of the Commonwealth of Australia. If any of these Conditions of Sale should be determined to be void, invalid or otherwise unenforceable, such conditions shall be deemed deleted and the remaining Conditions of Sale shall remain and continue to be valid, binding and enforceable.

**PRIVACY STATEMENT - See Website: [www.bounceinc.com.au](http://www.bounceinc.com.au) for privacy statement**