



Booking Details

Thank you for choosing Latitude Melbourne. The details of your booking are set out below. Please present this document to the staff at Latitude Melbourne on arrival:

Bkg # 069982
Payment/Bkg Date 13 Feb 2016
Name steve mathers
Date Saturday, 13 Feb 2016
Time Start: 11:00 AM - Finish: 12:00 PM

Details

| | |
|----------------------------------------------|----------------|
| 2 x General Session (must be 110cm) - 1 Hour | \$35.00 |
| Total | \$35.00 |
| Payment - 13 Feb 2016 | \$35.00 |
| Balance | \$0.00 |

Please ensure appropriate closed toe shoes are worn for our rock climbing and obstacle course

General Information

Latitude Melbourne
590 Waterdale Road
Heidelberg West 3081
Tel: 1300 123 528
Fax:
Email: enquiries@latitudemelbourne.com





Terms & Conditions

VICTORIA

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

IMPORTANT NOTICE – PLEASE READ

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

Exclusion of liability and waiver.

Latitude Melbourne Operations Pty Ltd (ACN 602 016 795) as trustee for the Latitude Melbourne Unit Trust, and trading as Latitude as the supplier of recreational services, sells all tickets and supplies all recreational services and facilities to you ("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 trampolines, the presence of people or objects thereon, the surrounding areas and any other sporting or leisure time pursuits ("Recreational Activities") in the Latitude venue subject to the following conditions outlined below:

1. By purchasing a ticket for, wearing a wristband, accepting a discounted or complimentary pass, or by using any of the facilities at any Latitude venue, the Customer agrees to have understood and be bound by these conditions.

Latitude, its staff, management, directors and agents are not liable to the Customer, your dependants or legal representatives for personal injury, disability or death suffered by the

3. Customer whatsoever 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 Latitude.

The Customer acknowledges that the Recreational Activities are dangerous with many inherent risks and hazards and as a consequence personal injury, disability and sometimes death can occur and the Customer assumes and accepts all such risks and hereby waives the right to sue Latitude for any personal injury, disability or death in any way whatsoever caused by or relating to the Customer's participation in the Recreational Activities.

5. **WARNING:** The use of trampolines, the wall, foam pit, bag jump or any other equipment at any Latitude venue involves a significant risk of Customers suffering personal injury including the possibility of serious injuries, permanent disability or death. All Customers who engage in such Recreational Activities do so at their own risk.

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012 (VIC): Under the Australian Consumer Law (VIC), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you:

- are rendered with due care and skill;

- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
 - might reasonably be expected to achieve any result you have made known to the supplier.
- 6.

Under section 22 of the *Australian Consumer Law & Fair Trading Act 2012 (VIC)*, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the *Australian Consumer Law & Fair Trading Act 2012 (VIC)* if you are killed or suffer serious injuries or permanent disability because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form (paragraphs 3 and 4 above).

- NOTE: The change to your rights, as set out in this form, does not apply if your death, permanent disability or injury is due to gross negligence on the supplier's 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 Act 2012 (VIC)* and section 23(3)(b) of the *Australian Consumer Law & Fair Trading Act 2012 (VIC)*.
- 7.

- The Customer agrees to pay the cost of and authorises Latitude to take all steps it considers reasonably necessary to ensure the protection of his or her welfare in the event of personal injury, including but not limited to the administration of any emergency medical treatment and ambulance transportation.
- 8.

- Children must be at least three (3) years of age to use the facilities at any Latitude venue and when less than twelve (12) 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.
- 9.

- Customers 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, the wall, foam pit, bag jump or any other equipment. If unsure please seek medical advice.
- 10.

- The weight limit for Customers is 110kgs. It is advised by Latitude that before engaging in any Recreational Activity, a Customer with weight concerns should seek approval from their medical practitioner.
- 11.

- While in any Latitude 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.
- 12.

- Upon entering the Latitude venue you agree to protect and hold safe any of your personal belongings. Latitude is not held in any way responsible for any articles that may have been lost or stolen on the course of entering the Latitude venue.
- 13.

- All tickets remain the property of Latitude and cannot be refunded, transferred or resold. They are valid only for the date shown and are deemed void if tampered with.
- 14.

- The Customer must comply with all signs or other directions of Latitude and it may suspend or cancel the Customer's access to Recreational Activities at any Latitude venue in its absolute discretion for non-compliance with these conditions, or for reckless or careless conduct, aggressiveness and any other behavior deemed to be unsuitable by us.
- 15.

- The Customer acknowledges that smoking, the consumption of alcohol or the use of any unlawful drugs or stimulants is strictly forbidden and your participation in the Recreational Activities will not be allowed should a member of staff from Latitude suspects that you are involved in the above.
- 16.

- If you purchase a ticket for the use of the trampolines or any other equipment or facilities at any Latitude 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 or she will
- 17.

be bound by these conditions.

Conditions of Sale

www.latitudemelbourne.com ("Latitude Website").

Please read these Conditions of Sale carefully before using the Latitude Website. By using the Latitude Website, you are agreeing to be bound by these Conditions of Sale.

18. The Latitude Website is provided by Latitude Entertainment Pty Ltd (A.C.N. 600 461 658) trading as Latitude.
The Latitude Website may provide links to third party websites and the products or services of third parties. Latitude disclaims all responsibility and liability in any way. You assess or use of the third party sites is at your own risk.
19. The Latitude Website may from time to time display third party advertisements. Such advertisements or may not contain hyperlinks to third party websites. Latitude does not endorse or recommend the goods or services of such advertisers or their websites.
20. Copyright in the Latitude Website is owned by Latitude or its licensors.
21. The Latitude Website may contain trade marks or logos of Latitude, other companies or organisations and these are proprietary to the owner(s) of such marks.
Latitude may at any time discontinue or limit access to the Latitude Website or its content.
22. Latitude may terminate or limit your access to the Latitude Website if you breach these conditions. All disclaimers and limitations of liability by Latitude will survive termination.
- 23.

Ordering from the Latitude Website

24. You may offer to purchase any of the Latitude products described in the Latitude Website for the price specified on the Latitude Website.
25. Your order must contain your name, phone number, e-mail address, credit card details and any other ordering information specified on the Latitude Website.
26. Payment must be effected by credit card using the payment system on the Latitude Website.
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 (2) business days please contact the Latitude Contact Centre.
27. You may not cancel an order once it has been submitted and paid, even if a confirmation email from Latitude is still pending.
If you wish to purchase a Latitude product by telephone, post or by visiting one of the Latitude venues 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 Latitude venue.
- 28.
- 29.

Pricing

30. The prices of the Latitude products shall be the prices displayed on the Latitude Website on the date of your order (inclusive of Goods and Services Tax ("GST") and any other charges which must be mandatorily disclosed under the *Competition and Consumer Act 2010* (Cth).
31. All prices displayed on the Latitude Website are quoted in Australian dollars and must be paid in full, except where discounts are offered as detailed on the Latitude Website.

Cancellation due to error or unavailability

- You acknowledge that despite Latitude's reasonable precautions, Latitude's products may be listed at an incorrect price, with incorrect information, or which are unavailable due to an error, unavoidable circumstances or other oversight. In these circumstances, Latitude reserves the right to cancel the transaction, notwithstanding that your order has been confirmed and your credit card has been charged.
- If a cancellation occurs in accordance with the clause 32, after your credit card has been charged for the purchase, Latitude will immediately issue a credit to your credit card account for the amount in question.

Details of conditions applicable to purchase of Latitude products

- Details of the conditions applicable to the purchase of Latitude products on the Latitude Website may differ from time to time. Latitude reserves 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 Latitude Website, without affording notice, provided that this does not materially affect the nature of the Latitude products purchased by you.

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 Latitude will treat the order as confirmed. You are responsible for ensuring the accuracy of your order. Latitude shall supply you, subject to availability, with Latitude Products set out in your order. Latitude shall confirm each order made online via the Latitude Website or by email within two (2) business days.

Security Policy

- When purchasing from the Latitude Website your financial details are passed through a secure server.
- No transmission over the Internet can be guaranteed as totally secure. Whilst Latitude 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 Latitude, including your credit card details, is transmitted at your own risk and Latitude 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 Latitude.
- Once Latitude receives your transmission, it will take reasonable steps to preserve the security of such information.

Law and Jurisdiction

- These Conditions of Sale shall be governed by and construed firstly in accordance with the laws of the State of Victoria (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.