

THE BEND MOTORSPORT PARK
HIRE KARTS
ONLINE BOOKING TERMS & CONDITIONS

1. Bookings

- 1.1. By making a Booking through the Website, You agree to be bound by these Conditions.
- 1.2. It is Your responsibility to ensure that any person who participates in Your Booking complies with these Conditions. If Your Booking is for more than one person, You confirm that You have made a copy of these Conditions available to each person participating in Your Booking and You indemnify Us from and against any loss arising out of any breach of these Conditions by any such person.
- 1.3. A Booking (other than a Group Booking) is not confirmed until You have made payment of the Price in full and We have provided You with a Booking Confirmation.
- 1.4. A Group Booking is not confirmed until the Deposit is paid, and We have provided You with a Booking Confirmation.
- 1.5. Unless otherwise specified in the Booking, the Booking is non-exclusive and there may be other people participating in the Activity at the same time as You.
- 1.6. A non-refundable booking fee is charged to you at the time of making your booking. This is not a charge by us but by our software licensor.

2. Cancellation/Rescheduling

- 2.1. We may cancel or reschedule a Booking by written notice to You:
 - 2.1.1. if You or any participant or spectator are in breach of these Conditions; or
 - 2.1.2. for any other reason (acting reasonably).
- 2.2. If Your Booking is for people other than Yourself, it is Your responsibility to notify those other persons and We will have no liability to You or them if You fail to do so.
- 2.3. If We cancel Your Booking other than under clause 2.1.1, We will refund the Price as soon as reasonably possible after such cancellation. If We cancel Your Booking under clause 2.1.1, You will not be entitled to any refund of the Price.
- 2.4. If We reschedule Your Booking, We will use reasonable endeavours to liaise with You to accommodate Your preferred date. If You or any other participant cannot attend on the rescheduled date for the Booking, You may notify Us in writing, in which case, We will cancel Your Booking (or part thereof) and refund the Price (or relevant proportion) in respect of the Booking (or part thereof).
- 2.5. Except as set out in this clause 2, We will have no liability to You or any participant or spectator in respect of any cancelled or rescheduled Booking.
- 2.6. **You may cancel a Booking** by contacting Us at karting@thebend.com.au
 - 2.6.1. **Where Your Booking is not a Group Booking, You will not be entitled to any refund of the Price.**
 - 2.6.2. Where Your Booking is a Group Booking, if You cancel Your Group Booking:
 - (a) less than 30 days prior to the Booking Date you will not be entitled to any refund of the Price including the Deposit; or
 - (b) more than 30 days prior to the Booking Date, you will not be entitled to a refund of the Deposit

3. Price and Payment

- 3.1. In the case of a Group Booking, you must pay the Deposit at the time of making the Group Booking and must pay the Price in full before 30 days of the Booking Date and when We request You to do so. For all Bookings other than Group Bookings, you must pay the Price at the time of making the Booking.
- 3.2. If You fail to pay any portion of the Deposit or the Price (as applicable) in accordance with these terms and conditions, We may cancel the Booking or refuse to allow You or any other person under the Booking to participate in the Activity, and any amounts previously paid will be forfeited to Us.
- 3.3. Unless expressly stated, all Price and other charges under these Conditions are exclusive of GST.

4. Participation & Eligibility

- 4.1. We may set eligibility requirements from time to time for participation in the Activity (**Eligibility Requirements**). The Eligibility Requirements will be available on the Website. It is Your responsibility to ensure You and all of Your participants meet the Eligibility Requirements. We reserve the right to exclude any participant We reasonably consider may pose a risk to vehicles used in the Activity, other participants or spectators or the Site. No refund will be given if You or any of Your participants cannot take part in the Activity because You or they do not meet the Eligibility Requirements.
- 4.2. You and each of Your participants must:
 - 4.2.1. arrive no less than 30 minutes before the time set out in the Booking Confirmation (**Arrival Time**).
 - 4.2.2. sign Our standard Liability Waiver prior to commencement of the Activity;
 - 4.2.3. attend Our safety briefing for the Activity;
 - 4.2.4. not be under the influence of drugs or alcohol while participating in the Activity;
 - 4.2.5. wear appropriate footwear and clothing (footwear must be closed foot, flat soled and without platforms);
 - 4.2.6. strictly follow all directions from Us or Our staff during the Activity.
- 4.3. If You or any participant under Your Booking fail to comply with any of the requirements in clause 4.2 (or in the case of the requirement in clause 4.2.4, if We reasonably suspect that a person does not comply), We may, in Our sole discretion and without refund or recourse, refuse to allow that person to participate in the Activity.
- 4.4. Any ambulance that is called for a participant will be at the participant's cost.

- 4.5. Each participant is responsible for returning helmets to us in a clean condition. Emesis in a helmet will result in a \$100 replacement fee being charged to the participant.

5. **Publicity & Privacy**

Any personal information You provide will be dealt with in accordance with Our Privacy Policy available at www.thebend.com.au. We own all media rights in respect of the Site and the Activity including all video and streaming rights and You must not use any footage, photographs or other recordings other than for personal use without Our consent.

6. **No Representations**

- 6.1. Any pictures, descriptions, and information regarding the Activity is intended to be a guide only. All equipment and track configurations are subject to change without notice and We reserve the right to make changes to the Activity without liability to You or any of Your participants.

7. **Site Entry Conditions**

- 7.1. Each participant in the Activity and spectator attending at Your invitation acknowledge and agree that, by attending the Site for the purpose of the Activity, they are bound by the Conditions of Entry as though a reference in the Conditions of Entry to a Patron was to that person (as relevant) and a reference to the Event is to the Activity.
- 7.2. To the extent of any inconsistency between the Conditions of Entry and these Conditions, these Conditions shall prevail.
- 7.3. At all times while on the Site, You, each participant under Your Booking, and any spectators attending the Site at Your invitation must (a) act respectfully towards the Site, Our property, the property of others and any other person attending the Site; and (b) comply with all of Our reasonable directions in respect of Your use of the Site. Any breach of this clause 7.3 may result in immediate removal from the Activity and/or Site without refund or recourse.

8. **General**

- 8.1. This agreement is governed by and must be construed in accordance with the laws of South Australia. The parties submit irrevocably to the exclusive jurisdiction of the courts of South Australia and all courts competent to hear appeals from those courts.
- 8.2. This agreement, the Liability Waiver and the Conditions of Entry contain the entire agreement between the parties as to its subject matter and override and supersede all earlier agreements in relation to the subject matter of this agreement.
- 8.3. This agreement may only be amended or varied with Our prior written consent.
- 8.4. Where a word, phrase, sentence, clause or other provision of this agreement would otherwise be unenforceable, illegal or void the effect of that provision will so far as possible, be limited and read down so that it is not unenforceable, illegal or void.
- 8.5. Any waiver in respect of this agreement must be in writing signed by the party granting it, is only effective in relation to the particular instance for which it is given and does not apply to waive that or any other right, power or remedy in any other circumstance.

9. **Definitions**

- 9.1. **Activity** means a go-karting session at the Site as set out in the Booking Confirmation.
- 9.2. **Associated Companies** means the owner of the Site and any of Our or the owner of the Site's related entities and associated entities (as those terms are defined in the *Corporations Act 2001* (Cth)).
- 9.3. **Booking** means Your booking for the Activity as set out in the Booking Confirmation.
- 9.4. **Booking Confirmation** means the booking confirmation email We send You after confirming Your payment for the Activity and the availability of the Activity on Your requested date.
- 9.5. **Booking Date** means the scheduled date for Your Booking as set out in the Booking Confirmation.
- 9.6. **Conditions** means these Terms and Conditions (as amended or updated by Us from time to time).
- 9.7. **Conditions of Entry** means Our standard Conditions of Entry to the Site available at www.thebend.com.au.
- 9.8. **Deposit**: the non-refundable amount of 50% of the Price.
- 9.9. **Group Booking** means a Grand Prix Booking or a booking of ten people or more
- 9.10. **Price** means that price payable for the Activity as set out on the Website at the time of the Booking.
- 9.11. **Liability Waiver** means Our standard Exclusion of Liability, Release and Assumption of Risk document (as amended or updated from time to time) or such other waiver or release required by Us from time to time in respect of the Activity or the Site.
- 9.12. **Site** means The Bend Motorsport Park, 543 Dukes Highway, Tailm Bend SA 5260.
- 9.13. **We, Our or Us** means The Bend Motorsport Park Pty Ltd (ACN 609 932 685).
- 9.14. **Website** means <https://thebend.briqbookings.com/>
- 9.15. **You, Your or Yourself** means the person making the Booking on the Website.