



Terms & Conditions

1. General Issues

- a. These Booking Terms & Conditions apply to all bookings for the Aqua Island Pty Ltd, (the 'Activities') and any other products & services at the location of 1725 Perricoota Road, Moama
- b. These Booking Term & Conditions contain important information concerning participation by you and members of your party. Accordingly, you must acknowledge and agree that you shall ensure that all members of your party are aware of and accept these Booking Terms & Conditions.
- c. No variation to these Booking Terms & Conditions shall be binding unless agreed to in writing by Aqua Island Pty Ltd.
- d. Any typographical clerical error or other error or omission in any booking confirmation or other documentation issued by Aqua Island Pty Ltd (Including electronic documentation) shall be subject to correction without liability on the part of Aqua Island Pty Ltd.
- e. Aqua Island Pty Ltd reserves the right to make changes to Activities whether to conform to any applicable safety or statutory requirements or otherwise.
- f. All prices listed are in Australian Dollars (AUD)
- g. All booking are bound by Conditions of Entry
- h. All prices are inclusive of Australian Good & Services Tax. (GST)

2. Bookings

- a. The booking is considered confirmed once Aqua Island Pty Ltd has accepted the booking on its website or has issued a written confirmation, receipt or invoice. This includes email and website confirmation if booked online. Once a booking has been confirmed, the Participant will have an allocated date and time. The Participant must advise Aqua Island Pty Ltd within 24 hours of making the booking if there is any mistake in this booking confirmation. Aqua Island Pty Ltd will exercise all reasonable endeavours to ensure that the Participant and the Participant's party's allocated activity commences at the time booked and it shall be the responsibility of the Participant to ensure they arrive in sufficient time to check in and be ready for the start of the session.
- b. For group and private bookings of 25 or more, final numbers must be agreed to at least 14 days prior to the event. Group and private bookings will require a 50% immediate deposit, and the booking will not be confirmed until this deposit is paid in full. The remaining balance shall be payable no later than 1 day prior to the booking date. Aqua Island Pty Ltd will require a credit card number as security for all bookings and/or damages should they occur.

3. Arrival times

- a. Participants should arrive a before they are due to commence their Activities to check in, have a life jacket fitted and to attend the safety briefing.
 - b. If a participant is late for their session, they will enter their session after they have been checked in, lifejacket fitted and a safety briefing attended. The finish time of the session remains the same. No refunds or partial refunds will be made for late arriving participants.

4. Waiver

- a. All participants must sign a waiver before participating in any activity at Aqua Island Pty Ltd.



- b. The waiver can be downloaded from the website and completed prior to coming to Aqua Island or you will be handed a Waiver to be completed prior to checking in.
- c. All spectators (not participating in any activities) must complete the spectator's waiver.
- d. Children under the age of 16 years must have the waiver signed by a parent or guardian.

5. Gift Vouchers

Once a gift voucher has been purchased it may not be cancelled, extended or transferred.

6. Cancellations

- a. **Normal bookings** - You shall be entitled to amend your booking date subject to Aqua Island Pty Ltd receiving your request for change at least 24 hours before the booked start time. Any requests for changes must be made by emailing info@aquaisland.com.au

- b. **Group & Private Bookings** - In the event of a cancellation of a group or private bookings following charges apply.

14 + days prior	Full refund, including deposit.
7 – 13 days prior	Full refund of balance, excluding deposit (deposit retained).
0 – 6 days prior	No refund.

Cancellations will not be complete until confirmed by a member of staff at Aqua Island Pty Ltd.

Aqua Island Pty Ltd reserves the right to cancel the booking:

- c. If the balance has not been received by Aqua Island Pty Ltd 1 day prior to the booking/event.
- d. Due to circumstances beyond the control of Aqua Island Pty Ltd including but not limited to: Industrial dispute, terrorism, fire, natural disaster, technical failure, emergency situation and other such circumstances, Aqua Island Pty Ltd has no liability to make payments to the Participant or refund any part of the booking. Aqua Island Pty Ltd may offer alternative dates or times at reduced rates. Aqua Island Pty Ltd will endeavour to notify the Participant as soon as possible. No other compensation shall be payable.

7. Refunds

Aqua Island Pty Ltd operates a strict no-refund policy. No refunds will be issued for failing to turn up or arriving late for booked sessions.

8. Clothing

- a. It is the responsibility of all Participants to ensure that they are dressed appropriately and Aqua Island Pty Ltd advises Participants to wear clothing appropriate for the activity and weather conditions. Aqua Island Pty Ltd reserves the right to refuse admittance to the activities to any Participant who is not appropriately dressed.
- b. Aqua Island Pty Ltd will not be responsible for any damage to or loss of clothing or other personal items of persons resulting from participation in the Activities.
- c. All Participants for the Aqua Fun Park are required to wear a life jacket provided by Aqua Island Pty Ltd. Participants may wear their own lifejacket if it has been approved by Aqua Island staff as safe and fit for purpose.



- d. Failure to comply with any of these safety and clothing requirements will deem the participant unfit to participate in the activity.

9. Safety

- a. The Activities comprise of challenge-based Activities and participation is not without risk that could result in serious injury or worse. All Participants are required to read, understand and sign a waiver document, stating their awareness and acceptance of all dangers involved in the activities at Aqua Island Pty Ltd.
- b. All Participants must attend the safety briefing provided by Aqua Island Pty Ltd.
- c. Aqua Island Pty Ltd reserves the right to refuse admittance to the Activities or to remove a Participant from any activity should it be deemed necessary to do so. This includes but is not limited to, a Participant who does not comply with the safety rules, safety advice and the safety system, who is suspected to be under the influence of alcohol or drugs or engages in rough or unsafe behaviour that could result in injury to themselves or others..
- d. All Participants must be reasonably fit & healthy.
- e. All Participants are required to wear a life jacket.
- f. All Participants are required to act responsibly and courteously at all times and to respect other Participants. Aqua Island Pty Ltd shall be entitled to prevent any person from undertaking or completing Activities in an event whereby the behaviour is deemed to be unsuitable.

Aqua Island Pty Ltd reserves the right to refuse admittance or remove the Participant from the Activities should we deem it necessary to do so.
- g. Participants are required to have reasonable eyesight, similar requirements imposed in order to drive.
- h. The Activities provided at Aqua Island Pty Ltd are physically demanding and require a degree of agility, strength and stamina. If Participants are in any doubt as to whether they should attempt the Activities they are advised to view the Activities before booking. If Participants have medical concerns they are required to consult their doctor in advance.
- i. Due to the physical nature of the Activities, Aqua Island Pty Ltd recommends that pregnant women do not take part.
- j. The Activities will be remain open in most weather conditions (but not in circumstances of excessive wind, lightning or any weather condition that is deemed dangerous)
- k. All Participants must abide by all the Aqua Island Pty Ltd's Conditions of Entry.

10. Liabilities

Except as otherwise provided in these Terms & Conditions, Aqua Island Pty Ltd shall not be responsible for the loss or damage of or to any property or to any person arising from the booking of or participation in the Activities. Parking facilities are available on site, and vehicles are left at the owner's risk. Nothing contained in these Terms & Conditions is intended to nor shall limit liability of Aqua Island Pty Ltd in respect of death or personal injury caused by negligence of Aqua Island Pty Ltd or of its employees, agents or contractors.

11. Covid Safety Plan

Aqua Island has a NSW approved Covid Safety Plan and staff are trained in Covid Safety Practices. All participants and spectators must follow our Covid Safe practices, follow staff directions and practice social distancing. Wearing of mask is not mandatory in NSW, our staff will not always be wearing masks due to the nature of the business.