

EXCLUSION OF LIABILITY

IMPORTANT. PLEASE READ: THESE CONDITIONS APPLY TO ALL USERS OF ANY FACILITIES IN THE O'BRIEN ICEHOUSE AND AFFECT YOUR LEGAL RIGHTS. THEY CONTAIN AN EXCLUSION OF LIABILITY!

O'Brien Group Australia, its employees, and agents ('the supplier') as the operator of the O'Brien Icehouse, 105 Pearl River Road, Docklands, VIC 3008 ('the Icehouse') sells all tickets and supplies all recreational services and facilities to you, including ice-skating, ice-skating lessons, speed skating, figure skating, ice hockey, curling, broom ball, equipment rental and use of the gym facilities and equipment ('recreational activities') subject to the following conditions:

1. By purchasing a ticket for or by using any of the facilities at the Icehouse, you agree to be bound by these conditions.
2. The supplier is not liable to you, your dependents or legal representatives for personal injury or death suffered by you because the recreational activities were not supplied with due care and skill or were not reasonably fit for their purpose or because of negligence, breach of contract, statute, or statutory duty by the supplier.
3. You acknowledge that the recreational activities are dangerous with many risks and hazards and as a consequence personal injury and sometimes serious personal injury, permanent disability and death can occur, and you accept all such risks and hereby waive your rights to sue the supplier for any personal injury or death suffered by you in any way whatsoever caused by or arising from your participation in such activities.
4. **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 or on this sign.

NOTE: The change to your rights, as set out in or on this sign, does not apply if your death or injury is due to gross negligence on the supplier's part. Gross negligence, in relation to an act or commission, 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.

5. You agree to pay the cost of and authorise the supplier to take all steps it considers reasonably necessary to protect your welfare in the event of personal injury, including the administration of any emergency medical treatment and ambulance transportation.
6. Children must be at least 12 years of age to use the ice rink and 16 years of age to use the gym, unless 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.
7. All tickets remain the property of the supplier and cannot be transferred or resold. They are valid only for the dates shown and are void if tampered with.
8. You must comply with all signs or other directions of the supplier, and it may suspend or cancel your right of access to recreational activities at the Icehouse in its absolute discretion for noncompliance with these conditions, or for reckless or careless conduct.

9. You consent to the supplier photographing or filming you, or any minor or dependent accompanied by you, when in the Icehouse, for security or promotional purposes, including television, film, internet, and all other forms of media, recording or reproduction, without any entitlement for any compensation or financial payment.
10. Participants must be in good health and free from any adverse medical conditions. For safety reasons, pregnant women, customers with serious pre-existing health issues or wearing casts are not permitted on the ice rink. If in doubt, please seek medical advice.
11. If you purchase a ticket for the use of the ice rink or any other equipment or facilities at the Icehouse 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.
12. These conditions 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 are determined by a court to be void, invalid or otherwise unenforceable, such conditions shall be deemed deleted and the remaining conditions shall remain and continue to be valid, binding, and enforceable.

PRIVACY STATEMENT: See Website www.obrienicehouse.com.au for privacy statement.

ABOUT THE WEBSITE

13. These Conditions of Sale
 - i. 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.
 - ii. The Website is provided by O'Brien Group Australia, ('O'Brien Icehouse').
 - iii. The Website may provide links to third party websites and the products or services of third parties. O'Brien Icehouse 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.
 - iv. This site may from time to time display third party advertisements. Such advertisements may or not contain hyperlinks to third party websites. O'Brien Icehouse 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.
 - v. Copyright on the Website is owned by O'Brien Icehouse or its licensors.
 - vi. The website may contain trademarks or logos of the O'Brien Icehouse, O'Brien Group Australia or other companies or organisations and these are proprietary to the owner(s) of such marks.
 - vii. O'Brien Icehouse may at any time discontinue or limit access to the Website or its content. O'Brien Icehouse may terminate or limit your access to the to the Website if you breach these conditions. All disclaimers and limitations of liability by O'Brien Icehouse will survive termination.

14. Ordering Procedure

- i. You may offer to purchase any of the O'Brien Icehouse products described on the Website for the price specified on the Website.
- ii. Your order must contain your name, phone number, email address, credit card details and any other ordering information specified on the Website.
- iii. Payment must be affected by credit card using the ordering facility on the Website.
- iv. 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 O'Brien Icehouse at the Venue.
- v. You may not cancel an order once it has been submitted and paid, even if a confirmation email from O'Brien Icehouse is still pending.
- vi. If you purchase an O'Brien Icehouse product by telephone, post or by visiting the Venue 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 O'Brien Icehouse.

15. Pricing

- i. 15.1 The prices of the O'Brien Icehouse 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)).
- ii. 15.2 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.

16. Cancellation due to error or unavailability

- i. 16.1 You acknowledge that despite the reasonable precautions of O'Brien Icehouse, the O'Brien Icehouse products may be listed at an incorrect price, with incorrect information, or which are unavailable due to an error or other oversight. In these circumstances, O'Brien Icehouse reserves the right to cancel the transaction, notwithstanding that your order has been confirmed and your credit card has been charged.
- iii. 16.2 If a cancellation of this nature occurs after your credit card has been charged for the purchase, the O'Brien Icehouse will immediately issue a credit to your credit card account for the amount in question.

17. Details of conditions applicable to purchase of the Venue products

Details of the conditions applicable to the purchase of the Venue products on the Website may differ from time to time. O'Brien Icehouse 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 Website, without affording notice, provided that this does not materially affect the nature of the Venue products purchased by you.

18. 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 O'Brien Icehouse will treat the order as confirmed. You are responsible for ensuring the accuracy of your order. O'Brien Icehouse shall supply you, subject to availability, with the Venue products set out in your order. O'Brien Icehouse shall confirm each order made online via the Website or by email within two business days.

19. Security Policy

- i. 19.1 When purchasing from the Website your financial details are passed through a secure server.
- ii. 19.2 No transmission over the internet can be guaranteed as totally secure. Whilst O'Brien Icehouse 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 O'Brien Icehouse, including your credit card details, is transmitted at your own risk and O'Brien Icehouse 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 it.
- iv. 19.3 Once the Venue receives your transmission, it will take reasonable steps to preserve the security of such information.

20. 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 are determined by a court 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.

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I confirm I have read, understand and accept the Terms & Conditions of this O'Brien Icehouse booking on behalf of all attendees, including the contained limitations to liability for Recreational Businesses.

School Name:

Signed:

Print Name:

Date: