

## **Terms and Conditions**

### **Programs:**

#### **TERMS AND CONDITIONS**

The following terms and conditions constitute the agreement between you and Wild Gully ABN 58 104 703 650 for the provision of programs and services. By enrolling in or attending any Wild Gully program or service you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions. If you are under 18, these Terms and Conditions must be agreed to by your parent or legal guardian.

By accepting this agreement on behalf of yourself and for any person under the 18 as the parent or guardian of that child, you:

1. Acknowledge that you have read and agree to comply with and be bound by:
  1. the Wild Gully non-smoking and zero Drug and Alcohol Policy;
  2. the Wild Gully Code of Conduct;
  3. the Wild Gully Waiver of liability;
  4. the Wild Gully Privacy Policy; and
  5. the Wild Gully Cancellation and Pricing Policy.
2. Agree the care and responsibility of personal property is the responsibility of the owner.
3. Acknowledge and agree Wild Gully and their directors, officers, employees and agents reserves the right to refuse entry or remove people from the premises who do not obey rules and policies, lawful directions of staff, or who create a danger to other venue users.
4. Acknowledge and agree Wild Gully and their directors, officers, employees and agents reserve the right to refuse service to anyone for any reason at any time.
5. Acknowledge during Wild Gully programs children and adults may have access to tools such as whittling knives, hand saws, bow saws, hammers and hand drills and agree to any specific safety protocol including but not limited to the wearing of safety glasses or gloves. (while we are not using tools to start with it is something we will consider).
6. These terms and conditions shall be governed by and construed in accordance with the laws of the State of Queensland, Australia



Wild Gully may revise these terms and conditions from time to time.

1.If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful or unenforceable, the other provisions will continue in effect. If any unlawful or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

2.Failure of Wild Gully to exercise or enforce any right or provision of these terms and conditions shall not constitute a waiver of such right or provision.

3.These terms and conditions shall be governed by and construed in accordance with the laws of the State of Queensland, Australia.

4.Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts operating by the laws of Australia and in the State of Queensland and any courts entitled to hear appeals from those courts

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## **Website**

### **Please read these Terms & Conditions of Use carefully before using this website**

Welcome to our website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy and website disclaimer, govern [www.wildgully.com.au](http://www.wildgully.com.au) relationship with you in relation to your use of this website.

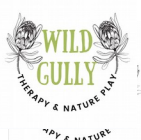
By using this website, you signify your acceptance of these terms and conditions of use. For the purposes of these terms and conditions, “Us”, “Our” and “We” refers to [www.wildgully.com.au](http://www.wildgully.com.au) and “You” and “Your” refers to you, the client, visitor, website user or person using our website.

## **Amendment of Terms**

We reserve the right to change, modify, add or remove portions of these terms at any time. Please check these terms regularly prior to using our website to ensure you are aware of any changes. We will endeavour to highlight any significant or substantive changes to you where possible. If you choose to use our website then we will regard that use as conclusive evidence of your agreement and acceptance that these terms govern your and [www.wildgully.com.au](http://www.wildgully.com.au)'s rights and obligations to each other.

## **Limitation of Liability**

It is an essential pre-condition to you using our website that you agree and accept that



[www.wildgully.com.au](http://www.wildgully.com.au) is not legally responsible for any loss or damage you might suffer related to your use of the website, whether from errors or from omissions in our documents or information, any goods or services we may offer or from any other use of the website. Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable.

It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific, personal requirements. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

### **Competition & Consumer Act**

For the purposes of Schedule 2 of the Australian Consumer Law, in particular Sections 51 to 53, 64 and 64A of Part 3-2, Division 1, Subdivision A of the Competition and Consumer Act 2010 (Cth), [www.wildgully.com.au](http://www.wildgully.com.au)'s liability for any breach of a term of this agreement is limited to: the supplying of the goods or services to you again; the replacement of the goods; or the payment of the cost of having the goods or services supplied to you again.

You must be over 18 years of age to use this website and to purchase any goods or services.

### **Links to Other Websites**

[www.wildgully.com.au](http://www.wildgully.com.au) may from time to time provide on its website, links to other websites and information on those websites for your convenience. This does not necessarily imply sponsorship, endorsement, or approval or arrangement between [www.wildgully.com.au](http://www.wildgully.com.au) and the owners of those websites. [www.wildgully.com.au](http://www.wildgully.com.au) takes no responsibility for any of the content found on the linked websites.

[www.wildgully.com.au](http://www.wildgully.com.au)'s website may contain information provided by third parties for which [www.wildgully.com.au](http://www.wildgully.com.au) accepts no responsibility whatsoever for information or advice provided to you directly by third parties. We are making a 'recommendation' only and are not providing any advice nor do we take any responsibility for any advice received in this regard.

### **Disclaimer**

To the fullest extent permitted by law, [www.wildgully.com.au](http://www.wildgully.com.au) absolutely disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for any particular purpose. [www.wildgully.com.au](http://www.wildgully.com.au) gives no warranty that the documents, goods or services will be free of errors, or that defects will be corrected, or that our website or its server is free of viruses or any other harmful components.

Whilst we, at all times endeavour to have the most accurate, reliable and up-to-date information on our website, we do not warrant or make any representations regarding the use or the result of the use of any document, product, service, link or information in its website or as to their correctness, suitability, accuracy, reliability, or otherwise.

It is your sole responsibility and not the responsibility of [www.wildgully.com.au](http://www.wildgully.com.au) to bear any entire costs of servicing, repairs, or correction. The applicable law in your state or territory may not permit these exclusions, particularly the exclusions of some implied warranties. Some of the above may not apply to



you but you must ensure you are aware of any risk you may be taking by using this website or any products or services that may be offered through it. It is your responsibility to do so.

### **Your Privacy**

At [www.wildgully.com.au](http://www.wildgully.com.au), we are committed to protecting your privacy. We use the information we collect about you to maximize the services that we provide to you. [www.wildgully.com.au](http://www.wildgully.com.au) respects the privacy and confidentiality of the information provided by you and adheres to the Australian Privacy Principles. Please read our separate Privacy Policy carefully.

You may change your details at any time by advising us in writing via email. All information we receive from our customers, is protected by our secure servers. [www.wildgully.com.au](http://www.wildgully.com.au)'s secure server software encrypts all customer information before it is sent to us. Furthermore, all of the customer data [www.wildgully.com.au](http://www.wildgully.com.au) collects is secured against unauthorized use or access. Credit card information is not stored by us on our servers.

### **Third Parties**

[www.wildgully.com.au](http://www.wildgully.com.au) does not and will not sell or deal in personal or customer information. We may however use in a general sense without any reference to your name, your information to create marketing statistics, identify user demands and to assist it in meeting customer needs generally. In addition, we may use the information that you provide to improve its website and its services but not for any other use.

### **Disclosure of your Information**

[www.wildgully.com.au](http://www.wildgully.com.au) may be required, in certain circumstances, to disclose information in good faith and where [www.wildgully.com.au](http://www.wildgully.com.au) is required to do so in the following circumstances: by law or by any court; to enforce the terms of any of our customer agreements; or to protect the rights, property or safety of [www.wildgully.com.au](http://www.wildgully.com.au), its customers or third parties.

### **Exclusion of Competitors**

If you are in the business of creating similar documents, goods or services for the purpose of providing them for a fee to users, whether they be business users or domestic users, then you are a competitor of [www.wildgully.com.au](http://www.wildgully.com.au) expressly excludes and does not permit you to use or access its website, to download any documents or information from its website or obtain any such documents or information through a third party. If you breach this term then [www.wildgully.com.au](http://www.wildgully.com.au) will hold you fully responsible for any loss that it might sustain and further holds you accountable for all profits that you might make from such unpermitted and improper use. [www.wildgully.com.au](http://www.wildgully.com.au) reserves the right to exclude and not permit any person from using its website or any of the documents and information contained on it.

### **Copyright, Trademark & Restrictions of Use**

This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance, trademarks and graphics. You are not permitted to reproduce the documents, information or materials on the website for the purposes of sale or the use by any third party. In particular you are not permitted to republish, upload, transmit electronically or



otherwise or distribute any of the materials, documents or products that may be available for download from time to time on this website.

[www.wildgully.com.au](http://www.wildgully.com.au) expressly reserves all copyright and trademark in its website and in all documents and information on its website and reserves the right to take action against you if you breach any of these terms.

Any redistribution or reproduction of part or all of the contents in any form is prohibited other than the following: you may print or download to a local hard disk extracts for your personal and non-commercial use only; and you may copy the content to individual third parties for their personal use, but only if you acknowledge the website as the source of the material.

You may not, except with our express written permission, distribute or commercially exploit the content. Nor may you transmit it or store it in any other website or other form of electronic retrieval system.

### **Whole Agreement**

These terms and conditions represent the whole agreement between you and [www.wildgully.com.au](http://www.wildgully.com.au) concerning your use and access to [www.wildgully.com.au](http://www.wildgully.com.au)'s website and your use and access to the documents and information on it. No other term is to be included in this agreement except where it is required to be included by any legislation of the Commonwealth or any State or Territory. All implied terms except those implied by statute and which cannot be expressly excluded are hereby expressly excluded.

### **Exclusion of Unenforceable Terms**

Where any clause or term above would by any applicable statute be illegal, void, or unenforceable in any State or Territory then such a clause shall not apply in that State or Territory and shall be deemed never to have been included in these terms and conditions in that State or Territory. Such a clause if legal and enforceable in any other State or Territory shall continue to be fully enforceable and part of this agreement in those other States and Territories. The deemed exclusion of any term pursuant to this paragraph shall not affect or modify the full enforceability and construction of the other clauses of these terms and conditions.

### **Jurisdiction**

This agreement and this website are subject to the laws of Queensland and Australia. If there is a dispute between you and [www.wildgully.com.au](http://www.wildgully.com.au) that results in litigation then you must submit to the jurisdiction of the courts of Queensland.

