

Planet Mud Outdoor Adventures

Terms and Conditions

Planet Mud Outdoor Adventures Pty Ltd is the supplier of the activities that appears on this website. When you purchase an activity or book with a voucher from Planet Mud Outdoor Adventures or with a voucher provided by an external provider you become legally bound by these terms and conditions specific to that said agreement. Please do not proceed and book or an activity or complete a booking until you have read, understood and accepted these terms and conditions in the first instance. These Booking Terms and Conditions apply to the booking of “The Segway Experience” and The Planet Mud Globe ride experience and Planet Mud Paintball - they will be known as the “Activities” this will also include any ancillary products that are associated to Planet Mud’s Terms and Conditions (T&C’s) of business.

These booking T&C’s contain important information concerning participation by you and members of your party and, accordingly, you acknowledge and agree that you shall ensure that all members of your party are aware of and accept these Booking Terms and Conditions. Also at no point shall any variation to these Booking T&C’s be binding unless agreed in advance in the form of a Specific Event Agreement (SEA) in writing by Planet Mud Outdoor Adventures Pty Ltd and or its service providers. Any typographical clerical or other error or omission in any booking confirmation or other associated documentation issued by Planet Mud Outdoor Adventures Pty Ltd (including any electronic documentation, emails, printed literature or SMS Text) shall also be subject to correction without any liability on the part of Planet Mud Outdoor Adventures Pty Ltd – Planet Mud Outdoor Adventures will always reserve the right to make changes to the “Activities” whether to conform to any applicable safety or other statutory industry requirements or otherwise at short notice or offer an alternative experience. Planet Mud Outdoor Adventures will also conform to all regulations and standard amendments (best practice) from other industry members.

No booking shall be deemed to have been accepted, unless accepted in writing by Planet Mud Outdoor Adventures (which shall include our email confirmation of booking if booked via our on line booking system). These Booking T&C’s incorporate our Privacy Policy, and assumption of Risk and Release of Claims and Rules of Participation. You and each member of your party will be required to sign and book in upon arrival at the Centre. A standard disclaimer form with the Assumption of Risk and Release of Claims along with our site specific Rules and Regulations (R&R) of Participation before being allowed to undertake any of our “Activities”. You must therefore advise Planet Mud Outdoor Adventures as soon as possible of any mistakes or amendments in our booking confirmation. Planet Mud Outdoor Adventures shall use its commercially reasonable efforts to ensure that you and your party's participation commences at the time booked (if booked in advance) and it shall be the responsibility of each participant to ensure that

they arrive in sufficient time for the “Activity”. Late arrivals may not be permitted to undertake the “Activity” if they fail to make their allocated booking time and no refunds or compensation will be payable in such circumstances unless authorization from Planet Mud Outdoor Adventures staff has been agreed in the first instance.

Restrictions

Certain experiences provided by us are subject to minimum age, health height and weight restrictions or other requirements. These details are listed on our website and below, they are also listed in your booking confirmation and at registration. It is the purchaser's responsibility to check that the restrictions are met. Once you have confirmed a booking you are not eligible for a refund if you are forced to cancel because the minimum requirements are not met. Details of restrictions and requirements are below. Please read them carefully.

Harness Globe riding - Must be minimum height of 4ft 10 high and maximum joint weight must not exceed 28 stone (180kg). Under 18's - all children must be a minimum of 4.10 feet in height and have a valid parental/ Guardian consent form signed in the presence of Parent or Guardian (pre signed forms will not be excepted).

Health Warning – If you are in any doubt don't participate in any of the “Activities”

The activities are physically demanding and require a reasonable level of fitness. Our experienced instructors ensure you are prepared with all the necessary instruction; however, there are no guarantees that you will have the ability to master the Segway and we reserve the right to tailor the group experience accordingly. If you are not in good health you should NOT participate

If you are taking medication or if you have any of the following conditions you should seek medical advice before booking. The onus is entirely on you to ensure you are physically fit for this activity

- High Blood Pressure
- Heart Condition
- Suffer from Dizziness or Epilepsy
- Damage to neck, back, spinal column, legs or eyes
- Asthma
- Pregnancy

This is not a definitive list and a common sense approach must be undertaken by participants/guardians.

Alcohol – If you appear intoxicated you cannot take part in the activity

Under 16's require a parent or guardian's permission and signature

Disclaimer consent to comply with our insurance regulations

Please wear appropriate footwear

Prices

Subject to any terms agreed to in writing between Planet Mud Outdoor Adventures and you, our standard charges and fees shall be calculated at our current rates and full payment shall be due at the time of booking along with any specific offers. Any discounted and promotional codes must be given at the time of booking as prices of activities may vary throughout the year. In the event of an order being placed against an accidental incorrect price, we will endeavour to inform the purchaser of the error within 10 days of the purchase being made. We will allow the purchaser to either cancel the booking or choose to pay the additional difference in price. Vouchers and purchases from external voucher providers may vary, Planet Mud Outdoor Adventures shall not be held responsible for purchases or the prices displayed on external websites and other gift experience companies. If you are in any doubt please call the Centre to discuss your concerns in the first instance.

Refunds

Payments made by debit card or credit card will be refunded to the same card or, if the card has subsequently expired been lost or damaged payment shall be made by cheque. Any payment made by gift card or voucher, will be refunded by the issuing of a replacement voucher or gift certificate for the same value. Where a multiple form of payment has been used we reserve the right to refund or amend by credit, cheque, voucher or gift card.

Weather

All of our "Activities" are weather dependent. Please be aware that the weather can be unpredictable and events do have to be cancelled because of this, very high winds, lightning and or thunderstorms are our main concerns. Cancelling an event can be a huge inconvenience for both participants and ourselves, however your safety is paramount at all times we would therefore appreciate your understanding with this. If bad weather affects a booking Planet Mud Outdoor Adventures will reschedule it at no extra charge to you for a later date. No refunds will be given. There can be no guarantee that a particular date will not be withdrawn due to adverse weather conditions. As above we strongly recommend that you contact us before you depart for your activity, however please be aware weather conditions on the day can change quickly and "Activities" can still be cancelled after the event has started should the activity be deemed unsafe. Non-attendance on a day will see you lose your "Activity". In the event of cancellation, Planet Mud Outdoor Adventures will not be held liable for any costs of lost insurance premiums, travel expenses, pre-booked accommodation costs or any other costs incurred. Please make sure you have provided us with all your contact details to include your mobile phone number you will have with you on the day. If your "Activity" is cancelled due to inclement weather we will endeavour to reschedule it as soon as possible, if you are in any doubt please give us a call to discuss your comments or concerns beforehand.

Availability

All “Activities” offered subject to the availability of dates, facilities and crew. Bookings should be made as far in advance as possible especially during peak times (weekends and school holidays). We suggest if you plan to book an “Activity” or purchase a voucher for a date at short notice, you should call us to ensure there is still availability before completing the transaction. You should not make any travel or accommodation arrangements in connection with the “Activity” until you have received your booking confirmation with a date and time on it from Planet Mud Outdoor Adventures. Where specific elements of the “Activity” are not available due to mechanical breakdown, we reserve the right to make reasonable substitutions on the day. If this is not possible we reserve the right to cancel the “Activity” at short notice.

Duration and Time of Activity

The time of your “Activity” is a guide time only, there is no guarantee that you will complete your “Activity” at the exact time given on your booking confirmation however we try to stick to these times as closely as possible. Please allow plenty of time on site and we recommend arriving 15 minutes early. Where the duration of an activity is mentioned on our website and marketing material or by a member of our team this is an approximate guide to the length of time you should expect to be at the venue. The duration may vary slightly from time to time and is always number dependent. When you are taking part in the “Activity” as part of a group there may be some extra waiting time involved.

Descriptions & Images

All descriptions contained on our website and in our marketing material are correct at the time of going to press. Descriptions may be updated throughout the year as the “Activity” may change. The images used in all promotional literature to illustrate “Activities”, are used as an indication only. Planet Mud Outdoor Adventures shall not be responsible for the descriptions and images of external websites and gift experience companies in any instance.

Safety

We ask you to leave plenty of time to get to the venue. All of the “Activities” we offer require registration, safety briefings on your part, it is therefore essential that the participant has booked in and has completed the correct forms otherwise they will not be able to participate in any “Activity”. No alcohol or drugs can be consumed before any of the “Activities” we offer. Our crew reserve the right to refuse an “Activity” to persons suspected to be under the influence of alcohol and / or drugs. All “Activities” require the wearing of safety equipment such as PPE, this is mandatory and there are no exceptions. Other safety precautions will be advised to you upon arrival at site and also in your confirmation details. We employ professional instructors who reserve the right to end an “Activity” if they believe the participant may endanger themselves or other members of the public. Our address and phone numbers are Planet Mud Outdoor Adventures, Possum

Ridge Road, Yeodene, Victoria, 3249. Tel 03 52 33 4620 or visit our website www.planetmudoutdooradventures.com.au for more information.

Refunds and Cancellations

When you make a booking at Planet Mud Outdoor Adventures – you accept that you are taking up a slot which can not be used by any other customer. Due to the nature of the activities, last minute cancellations cannot be refunded. We do understand that there are situations which can arise that are out of the control of the customer, and where possible we will happily rebook an alternative date. We can offer a refund less admin charge of \$75 if given at least 7 days notice. Allowing us the opportunity to rebook the slot which was previously unavailable.

Booking Confirmations

Planet Mud Outdoor Adventures bookings shall be deemed to have been accepted unless accepted in writing by Planet Mud Outdoor Adventures (which shall include Planet Mud Outdoor Adventures email confirmation of booking). These Booking Terms and Conditions incorporate Planet Mud Outdoor Adventures Privacy Policy, and Assumption of Risk and Release of Claims and Rules of Participation. You and each member of your party will be required to sign the Assumption of Risk and Release of Claims and Rules of Participation before being allowed to undertake the Activity. You will also advise Planet Mud Outdoor Adventures as soon as possible of any mistake in our booking confirmation. Planet Mud Outdoor Adventures shall use its commercially reasonable efforts to ensure that you and your party's participation commence at the time booked and it shall be the responsibility of each participant to ensure that they arrive in sufficient time. Late arrivals may not be permitted to undertake the Activities and no refunds or compensation will be payable in such circumstances. Confirmations can be delivered by email to the email address entered by the person making the booking. Be aware that some email accounts may categorize our email confirmations as unwanted or 'spam' email. To avoid this please add our email address info@planetmudoutdooradventures.com.au to your address book. Planet Mud Outdoor Adventures is not liable or responsible for any loss suffered as a result of an email voucher being blocked by web filters or firewalls. If the recipient does not receive the email voucher, please contact us immediately to send vouchers to an alternative email address.

Gift Vouchers

Validity & Extensions each voucher will show a unique code, which must be quoted when dealing with Planet Mud Outdoor Adventures and which will be used to identify your booking and proof of purchase. Vouchers and the associated references must be kept safely and securely and presented to Planet Mud Outdoor Adventures on the day of your "Activity". Please check your expiry date, you must book and complete your activity prior to the expiry date on your voucher. We reserve the right to refuse participants who turn up without a valid voucher. Failure to produce a valid voucher on the day of your experience means

that full payment will be required to cover the cost of the activity you will be allowed to proceed with registration. This payment will be refunded on receipt of a valid voucher in the post alongside a completed deposit refund form within 28 days. Planet Mud Outdoor Adventures will take no responsibility for any loss you may incur as a result of impersonation or identity fraud. A voucher will be deemed to be invalid if it is out of date unless you have written prior agreement from Planet Mud Outdoor Adventures or an external provider (the validity date is clearly stated on the voucher).

For customers with a Planet Mud Outdoor Adventures voucher with a voucher code prefix of Planet Mud Outdoor Adventures and the customer or recipient is unable to book and take the activity before the expiry date, then upon the customer contacting Planet Mud Outdoor Adventures prior to the expiry date on the voucher and paying an administration fee of \$15.00 to Planet Mud Outdoor Adventures, shall extend the validity of the voucher for another 12 months (from the date of the initial expiration). A voucher can only be extended for another 12 months once. Once a voucher has been extended it cannot be refunded. Vouchers can only be extended if they are still inside their expiry date. Planet Mud Outdoor Adventures strongly recommends that all "Activities" are booked as early as possible to avoid disappointment. Voucher Bookings Individual or Small Group Bookings. All vouchers must be booked in online at www.planetmudoutdooradventures.com.au - do not arrive at a venue expecting to redeem your gift voucher without first booking your activity. We will not be held liable for your costs incurred if you do not follow the procedure set out in these Terms and Conditions. Bookings are not finalised until you have received written confirmation from Planet Mud Outdoor Adventures at Possum Ridge Road, Yeodene, Victoria, 3249 Tel 03 52 33 4620 or visit our website www.planetmudoutdooradventures.com.au for more information.

Corporate & Group Bookings

Corporate and Group Bookings are treated the same as individuals unless a separate Specific Event Agreement (SEA) is in place in this instance please consult your contract for information. In the event your booking is made via Planet Mud Outdoor Adventures Booking Contract these Booking Terms and Conditions shall be subject to any special terms set out in the Group Booking Contract.

Insurance

The very nature of some of the "Activities" that we promote means that they are dangerous. Prior to ordering or participating in any experience you should be aware of the risks involved. Planet Mud Outdoor Adventures can provide further information if you are in any doubt about any experience. We hold a valid public liability insurance and this is always available to view on site if you wish to see it please ask a member of staff.

Refunds and Cancellations

Where gift vouchers have been bought from external providers and a booking has been made, no refunds will be given and voucher validity will be lost for any cancellations.

A minimum “7 day notice” prior to your original booking is required should you need to re-schedule. A \$25 administration charge will apply. No refunds will be issued. Should you need to cancel a booking you have already made, no refunds will be given and voucher validity will be lost.

For participants failing to turn up to an event you will not be able to reschedule bookings, no refunds will be given and voucher validity will be lost.

Sometimes Planet Mud Outdoor Adventures may have to cancel activities for reasons, such as the weather or mechanical breakdown, or because minimum requirements are not met such as a minimum group of people. We regret that such eventualities but in these circumstances, Planet Mud Outdoor Adventures is unable to reimburse travel, accommodation or any other expenses you may incur in relation to the cancelled activity.

An activity may be terminated without warning during the lifetime of vouchers and bookings on these occasions an equivalent or alternative location or activity will be offered. If this is not suitable credit will be offered but no cash refunds will be made.

Discount Codes

Discount codes are issued subject to availability and can be withdrawn without notice at any time. Planet Mud Outdoor Adventures reserves the right to stop discount codes being used against specific products. Only one discount code can be used per order. Discount codes apply to both online, individuals and or groups who just turn up who wish to participate.

Venue Liability

Planet Mud Outdoor Adventures except as otherwise provided in these Booking Terms and Conditions shall not be responsible for the loss, or damage, of or to any property or to person arising from the booking of or participation in the activity. Planet Mud Outdoor Adventures shall not be responsible for the actions and quality of external providers or any loss or damage suffered by you whilst you are attending one of our “Activities”.

By participating in an “Activity” with us you acknowledge that certain factors are beyond the control of Planet Mud Outdoor Adventures and agree that neither Planet Mud Outdoor Adventures shall be liable for the cancellation, postponement or alteration of any activity for reasons beyond its reasonable control including for weather-related reasons, mechanical failure or otherwise. In the event of mechanical machinery break down you should expect reasonable

substitutions without notice.

The total liability of Planet Mud Outdoor Adventures for any claim whatsoever in connection with the “Activity” or voucher or any course or experience shall be limited to the price paid for the voucher or booking.

Late Arrivals

We urge you to treat a trip to your activity, as you would catch a flight or train. This is because every participant has a scheduled timeslot. If you are late we will endeavour to put you through your activity but this will be subject to conditions on the day. If your time slot is from 1pm to 2pm, and you arrive at 1.15pm – you will still finish your activity at 2pm.

Personal Belongings

It is the participant’s responsibility to ensure that they are in possession of their personal belongings following their experience. Planet Mud Outdoor Adventures has no liability to compensate or offer replacements for items lost at one of our “Activity”. Nor do we have any responsibility for vehicles parked on our site.

Spectators

Spectators are more than welcome to watch you participate in your selected “Activity”. When booking your date please check our website for details. Spectators are required to comply with our locations terms, conditions and expectations of conduct. Any spectators deemed under the influence of drugs or alcohol will not be permitted on site.

Merchandise

All merchandise is offered subject to the availability of equipment facilities and crew and there can be no guarantee that merchandise will be available on the day of your activity. All merchandise is provided at an additional charge and is in no way linked to the price of your experience. Prices of merchandise may vary throughout the year. Where specific elements are not available, we reserve the right to make reasonable substitutions on the day. If this is not possible we reserve the right to cancel merchandise at short notice.

By participating in an “Activity” with us you acknowledge that certain factors of merchandise are beyond the control of Planet Mud Outdoor Adventures and agree that neither Planet Mud Outdoor Adventures nor any associated Partner shall be liable should certain equipment associated with merchandise such as cameras not are working at the time of your experience.