

THE INSPIRE NETBALL GROUP
BOOKING TERMS AND CONDITIONS

Our Disclosures:

- If you or your child are attending an in-person event, you must agree to our Waiver upon arrival and before you or your child participates in the Event. You or your child will not be able to participate in the Event if you have not agreed to the Waiver;
- We reserve the right to reject any Booking Request made by you;
- If you are late to drop-off your child, or your child misses any portion of a Booking, you will not be entitled to a refund for any missed portion of the Booking;
- If you are late to pick-up your child, we are entitled to charge you an additional fee for the late pick-up;
- If you do not attend the Event, we will not refund any Price paid by you to us and you acknowledge that this is a genuine pre-estimate of our loss;
- Your cancellation of an Event will be subject to our Cancellation and Clinic Refund Policy and you agree that a refund of all or part of the Price will depend on the Event and when you provide us with notice of your cancellation, and you agree that this is a genuine pre-estimate of the loss we have incurred as a result of your cancellation;
- If we reschedule an event, you must inform us within 72 hours if you accept or reject the Rescheduled Date. If you fail to notify us within this period, you will be deemed to have accepted the Rescheduled Date;
- We have no liability for your acts or omissions, your breach of these Terms, any law or third-party rights and any event or circumstance beyond our reasonable control and our maximum aggregate liability is limited to us resupplying the Event to you, or repaying the amount of the Price paid by you for the relevant Event to which the Liability relates.

Nothing in these Terms limits your rights under the Australian Consumer Law.

Welcome! These terms and conditions (**Terms**) are between Inspire Sports Pty Ltd ATF Inspire Sports Group trading as Inspire Netball Group ABN 85 768 231 056 (**us, we or our**) and you, the individual, entity or organisation accepting these Terms (**you or your**), together the **Parties** and each a **Party**.

1. REQUEST AND ACCEPTANCE

- 1.1 You accept these Terms by making a booking on our website or the event booking platform we have shared with you (**Site**), or by making part or full payment of the Price for a Booking.
- 1.2 You must not use the Site and/or make a Booking Request through the Site unless you are at least 18 years old. If you are under 18 years old, you agree that you have the consent of a parent or legal guardian and they have accepted these Terms on your behalf. If you are accepting these Terms as a parent or legal guardian for the child, you represent, warrant, acknowledge and agree that you are the child's parent, or legal guardian, and are able to act on behalf of, and make decisions for, the child.
- 1.3 You have requested to attend the event as described on our Site, social media, or any other applicable form or platform (**Event**) by:
 - (a) accepting these Terms online via a tick box; and
 - (b) paying any amount of the Price for the Event.
- 1.4 **Please read these Terms and our Waiver carefully and contact us if you have any questions. If you or your child are attending an in-person event, you must agree to the Waiver upon arrival and before you or your child participates in the Event. You or your child will not be able to participate in the Event if you have not agreed to the Waiver.**

2. BOOKINGS

- 2.1 You may request to book an Event (**Booking Request**) via the Site or by submitting a booking form to us via email (**Booking Form**), and you agree that we reserve the right to reject any Booking Request made by you.
- 2.2 If you make a Booking Request on the Site, your request will become a **Booking** once you make full payment of the Price as set out on the Site.
- 2.3 If you make a Booking Request through the Booking Form, you must submit the Booking Form to us via email (or as otherwise agreed between the Parties), and your request will become a Booking once we contact you to confirm that we have approved your Booking Request.
- 2.4 Once your Booking is confirmed, you will receive confirmation of the details of your Booking, including the Price you paid, Location, and other details relating to the Event (**Booking Confirmation**).
- 2.5 Every Booking is subject to, and will be governed by, these Terms and any other conditions agreed to by the Parties.

3. PRICE AND PAYMENT

- 3.1 If you submit a Booking Request on the Site, you must make full payment of the Price as set out on the Site to make a Booking.
- 3.2 If you submit a Booking Request through the Booking Form, you must make full payment of the Price as set out in the invoice we issue you after you make the Booking. The Price must be paid within the time specified in the invoice that we share with you. If the Price is not paid in accordance with the terms of the invoice, we reserve the right to cancel your Booking.
- 3.3 The payment methods we offer are set out on the Site. We may offer payment through a third-party provider (for example, Afterpay, ZipPay). You acknowledge and agree that we have no control over the actions of the third-party provider, and your use of the third-party payment method may be subject to additional terms and conditions.
- 3.4 We do not store any credit card details, and all payment and information is collected and stored through our third-party payment processor.

3.5 Other than where set out in clause 5, to the maximum extent permitted by law, all amounts paid to us are non-refundable. We do not refund for partly used Bookings, if you did not enjoy the event, if you cannot attend the event or if you are refused entry into our event in accordance with clause **Error! Reference source not found.**

3.6 All amounts are stated in Australian dollars and are exclusive of GST (unless otherwise stated). You agree to pay any GST amount at the same time as you pay the Price.

4. ATTENDING THE EVENT

4.1 Your entry into the Location for the Event is subject to you receiving a Booking Confirmation and showing this Booking Confirmation or valid proof of identification as required by us from time to time.

4.2 You agree to follow our reasonable directions at the Event, and to comply with all applicable laws and regulations while participating in the Event.

4.3 We reserve the right to prohibit entry to any person to the Event or eject any person from the Event based on behaviour deemed inappropriate by our staff, contractor, or Location owners and their staff, and others working under our authority, including (without limitation) intoxication, inappropriate dress, offensive or abusive behaviour. You agree that you will not be entitled to a refund where you have been prohibited entry or ejected in accordance with this clause.

4.4 The Event will start at the start time and end at the end time as communicated to you. Where you choose to remain at the Location or continue to socialise with other guests after the end time of the Event, you do so at your own risk and we accept no Liability for anything which takes place after the end time of the Event.

4.5 Where you are booking your child into an in-person Event, you agree to the following:

- (a) **Drop-off time and sign in:** You agree that you will drop-off your child and sign them in at the Location of the Booking at the time communicated by us to you.
- (b) **Pick-up time and sign out:** You agree that you (or an authorised person noted on your Booking, or otherwise communicated to us) will pick-up your child at the Location of the Booking at the end time communicated by us to you. Anyone who is not you, or an authorised person, will not be permitted to pick up your child, and your child will not be permitted to leave unattended, unless communicated to us by you and agreed by us.
- (c) **Late fees:** You agree that if you are late to drop-off your child, or your child misses any portion of a Booking, you will not be entitled to a refund for any missed portion of the Booking. Where you are late to pick-up your child, we will be entitled to charge you and you agree to pay us an additional fee for the late pick-up time (**Late Fee**). Such Late Fee is due and payable at the time of pick-up and should be paid directly to us. If it is not paid at the time of the pick-up, we will invoice you for such Late Fee and you must make payment within 5 business days. We may terminate your Booking and these Terms if you fail to pay.

5. CANCELLATIONS

5.1 **Non-attendance:** If you do not attend the Event, you agree that we will not refund any Price paid. You acknowledge that the non-refund of the Price, as a cancellation fee, is a genuine pre-estimate of the loss we have incurred as a result of your non-attendance.

5.2 **Your cancellation:** Your cancellation of the Event will be subject to our Cancellation and Clinic Refund Policy which you can access here: <https://www.inspirenetballgroup.com/cancellation-policy>. You agree that a refund of all or part of the Price will depend on the Event and when you provide us with notice of your cancellation. You agree that any cancellation fee we may charge you in accordance with our Cancellation and Clinic Refund Policy and this clause 5.2 is a genuine pre-estimate of the loss we have incurred as a result of your cancellation.

5.3 **Our cancellation:** If we reject or cancel a Booking (due to no fault on your part), you will be fully reimbursed for any amounts paid to us. However, if the cancellation is due to a breach of these Terms, you agree that we will have no obligation to refund you any amounts paid for the Event.

5.4 **Rescheduling an Event:** Due to unforeseen circumstances, such as government sanctioned restrictions (including those relating to COVID-19), inclement weather, or because the Location is no longer available, you agree that we may need to reschedule the date of the Event. If we need to reschedule the Event, we will notify you as soon as practicable of the new Event date (**Rescheduled Date**), and you agree that must inform us within 72 hours of us sending you notice of the Rescheduled Date that:

- (a) you accept the Rescheduled Date; or
- (b) you reject the Rescheduled Date and you wish to be fully reimbursed for any amount you paid for Event,

however, if you fail to notify us within 72 hours, you will be deemed to have accepted the Rescheduled Date in accordance with clause 5.4(a).

6. YOUR STATUTORY RIGHTS

6.1 Certain legislation, including the Australian Consumer Law (**ACL**) in the *Competition and Consumer Act 2010* (Cth) and similar consumer protection laws and regulations, may confer you with rights, warranties, guarantees and remedies relating to the Event which cannot be excluded, restricted or modified (**Statutory Rights**). Nothing in these Terms excludes your Statutory Rights as a consumer under the ACL.

6.2 You agree that our Liability for the Event is governed solely by the ACL and these Terms.

6.3 Subject to your Statutory Rights, we exclude all express and implied warranties, representations and guarantees of any kind (whether under statute, law, equity or on any other basis) and all materials, work, goods and services (including the Event) are provided to you without warranties, representations and guarantees of any kind.

7. TERM AND TERMINATION

7.1 These Terms will commence on the date they are accepted by you, and will continue until the date we consider the Event to be delivered to you, unless terminated earlier in accordance with its terms.

7.2 Either Party may terminate these Terms if the other Party breaches a material term of these Terms, and that breach has not been remedied within 5 business days of being notified by the relevant Party.

- 7.3 On termination or expiry of these Terms, you agree that any amounts paid for the Event rendered by us is non-refundable.
- 7.4 The accrued rights, obligations and remedies of the Parties are not affected by termination of these Terms.

8. LIABILITY, INDEMNITY AND EXCLUSIONS

- 8.1 **Exclusions:** Despite anything to the contrary, to the maximum extent permitted by law, we will not be liable for, and you waive and release us from and against, any Liability caused or contributed to by (whether directly or indirectly):
- (a) your acts or omissions;
 - (b) your breach of these Terms, any law or third party rights; and
 - (c) any event or circumstance beyond our reasonable control.
- 8.2 **Indemnity:** Despite anything to the contrary, to the maximum extent permitted by law, you are liable for, and agree to make good, indemnify us and hold us harmless in respect of, any Liability that we may suffer, incur or otherwise become liable for, arising from or in connection with:
- (a) your acts or omissions; or
 - (b) any information, documentation, specifications or directions given by you.
- 8.3 **Limitation of liability:** Despite anything to the contrary, to the maximum extent permitted by law:
- (c) we will not be liable for any Consequential Loss; and
 - (d) our maximum aggregate Liability in relation to the provision of the Event or these Terms will be limited to us resupplying the Event to you or, in our sole discretion, to us repaying you the amount of the Price paid by you to us in respect of the provision of the relevant Event to which the Liability relates.

9. GENERAL

- 9.1 **Photographs:** We may film or photograph our events. You agree that you may be filmed or photographed by us or our representatives when participating in our Event. You agree we may use your image and/or voice in any photographs or videos we take for promotional purposes and no remuneration will be payable to you for such use.
- 9.2 **Special Guests:** If we advertise that a particular guest (**Special Guest**) is attending an event for which you have made a Booking, we reserve the right to replace the Special Guest with another guest at our sole discretion, and without notice to you.
- 9.3 **Online Events:** You agree that any Event hosted online may be delivered through third party software, such as Zoom and other online video conferencing software (**Third Party Inputs**). To the extent that you use the Third Party Input to attend our Event, you agree that you are responsible for, the purchase of (if applicable) the Third Party Input, and any licensing obligations and other requirements related to the Third Party Input (as set out in the relevant terms and conditions).
- 9.4 **Governing law:** These Terms are governed by the laws of Victoria. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Victoria and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.
- 9.5 **Amendment:** We may, at any time and at our discretion, vary these Terms by publishing varied terms on our Site. Prior to making a booking request, we recommend you carefully read the agreement that is in effect at that time to ensure you understand and agree to the terms of the agreement. For any Booking, the agreement that apply will be the one that was in effect (and which you agreed to) when you made your booking request.
- 9.6 **Survival:** Clauses 6, 7, and 8 will survive the termination or expiry of these Terms.

10. INTERPRETATION & DEFINITIONS

- 10.1 In these Terms:

Consequential Loss includes any consequential, special or indirect loss, damage or expense including any real or anticipated loss of revenue, loss of profit, loss of use, loss of occupation, loss of benefit, loss of financial opportunity, or economic loss whether arising out of a breach of these Terms, at law, under any statute, in equity, or in tort (including negligence).

Liability means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party, a Party or otherwise.

Location means any physical venue, or virtual platform, where our Events are hosted.

Price means any amount payable for the Event as set out on the Site, or as notified by us to you (including in an invoice).

For any questions and notices, please contact us at:

Inspire Sports Pty Ltd ATF Inspire Sports Group trading as Inspire Netball Group ABN 85 768 231 056

Email: [insert]

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