

- 1.1. All Customers are taken to have accepted and are immediately bound by these terms and conditions once the Customer places a booking or engages in the Services provided by Karting Madness.
- 1.2. All Customers are required to follow the directions from Management, Track Marshals and Staff.
- 1.3. Definitions
 - i. "BAC" means a Blood Alcohol Concentration.
 - ii. "Contract" means the terms and conditions contained herein, together with any other document or amendments expressed to be supplemental to this Contract.
 - iii. "Customer" means the person or any person acting on behalf of and with the authority of the Customer requesting and/or participating in the Services as specified in any proposal, quotation, booking or other documentation provided by Karting Madness. If there is more than one Customer, the reference to Customer refers to each Customer jointly and severally.
 - iv. "Driver" means the Customer who will be driving a Kart.
 - v. "Goods" means all Goods supplied by Karting Madness to the Customer.
 - vi. "Kart" means either the Adult Kart, Rookie Kart, Dual-Seated Kart or other Kart which may be used by the Customer.
 - vii. "Karting Madness" means Karting Madness Pty Ltd or any person acting on behalf of and with the authority of Karting Madness Pty Ltd.
 - viii. "Membership" means a paid registered account with Karting Madness.
 - ix. "Passenger" means the Customer who is riding in a Kart but not driving the Kart.
 - x. "Services" means any activity or other service provided by Karting Madness which includes, but is not limited to, go-karting, racing simulators, golf simulators, cars on display, arcade room, licenced café and function room.
 - xi. "Terms and Conditions" means the terms and conditions contained herein.
 - xii. "Track Marshal" means trained supervisors of the karting track.
 - xiii. "Waiver" means the Waiver and Agreement Not to Sue, and Indemnity Agreement

Form.

- 1.4. All Customers are taken to have accepted and are immediately bound by these terms and conditions once the Customer places a booking or engages in the Services provided by Karting Madness. All Customers are required to follow the directions from Management, Track Marshals and Staff.
- 1.5. A \$10 once off Membership is required for all Drivers that are participating in any Service at our Karting Madness Venues. Additional information regarding Membership and how to register can be found on our website: www.kartingmadness.com.au.
- 1.6. All Customers participating in the Services must sign our Contract and Waiver documents. By signing the Waiver on registration, the Customer agrees to accept all the risks to the extent permissible by law and will be responsible for any damage to the venue caused by the Customer.
 - i. All Customers under 18 years must have a Parent or Guardian present to sign our Contract and Waiver documents.
 - ii. Please note these are legal documents which are being signed which state the Customer is the age on their profile and the Parent or Guardian accepts responsibility for the Customer.
- 1.7. All Drivers and Passengers are required to arrive at least 30-45 minutes prior to the allocated race/activity time. This is to allow time to register, watch a safety briefing video conducted by our trained Track Marshals and be organised in the karts, ready to race/start activity at the allocated time.
- 1.8. If a customer is late to a booking, this may result in an adjusted and modified race/activity time for the Customer's group. The Customer may also miss their session time altogether. We cannot guarantee that another session will be available for the Customer to race on the same day.
- 1.9. All Customers driving our Adult Karts MUST be 14 years or older and meet height requirements. Height requirements can be checked at Front Desk prior to payment. A Driver must be able to safely reach the pedals. All Customers must provide photo ID. This is a requirement for insurance purposes for proof of age. Karts have a maximum weight restriction of 145kg. If a customer is unsure, please visit Karting Madness for evaluation.
- 1.10. The Rookie Karts are strictly for Customers aged 8-13 years and meet height requirements. Height requirements can be checked at Front Desk prior to payment. Drivers must be able to safely reach the pedals. Customers under the age of 8 years cannot drive a junior kart as they are not covered under the Karting Madness Liability insurance.

- 1.11. Dual-Seated Kart Customers must be 18 years and over to drive. Photo ID is required to verify proof of age. Passengers must be a minimum 4 years of age. Passengers under the age of 4 are not covered under the Karting Madness Liability insurance. Passenger restrictions apply.
- 1.12. Karting Madness operates on a strict NO Alcohol or Drugs policy. No Customer is to be under the influence of any drugs or alcohol.
- i. All Customers will be subject to breath testing and must have a BAC of 0.00. If a customer is breathalysed and blows over 0.00 BAC, that Customer will have until the end that day to race provided there is availability for the Customer to participate in another time slot and their BAC reduces to 0.00. If a Driver blows over 0.05 BAC, that Customer will not race.
 - ii. No refund or credit will be provided to a customer who records any alcohol or drugs reading.
- 1.13. Track Marshals have discretion to evaluate and establish a customer's capacity to race safely. Track Marshals may prevent a customer from driving a Kart if they believe on reasonable grounds the Customer is unable to operate a Kart safely. If a customer is observed to be driving recklessly or unsafe, they may be removed from the track to ensure our Marshals, staff and other Customers can participate safely.
- 1.14. Customers agree to inform staff of any pre-existing health conditions, including but not limited to – physical limitations, medical conditions, recent surgery, neck & back weakness, broken bones, heart conditions, nervous disorders, motion sickness and epilepsy. Under NO circumstances may a pregnant Customer participate.
- 1.15. As safety is always a priority, the following safety guidelines must be adhered to:
- i. All Drivers and Passengers must wear fully enclosed shoes.
 - ii. Appropriate closed flat footwear suitable for racing must be worn.
 - iii. No loose clothing may be worn whilst in the karts.
 - iv. All long hair must be tightly secured at the base of the neck to ensure the helmet is safely secured and tight.
 - v. All head coverings MUST be removed prior to racing.

A private room can be arranged if required to remove head covering.
 - vi. Hairnets are required under helmets or Balaclavas are available for purchase.
- 1.16. Function Table Hire is available at \$50 per table for up to 2 hours. Hourly hire is available by request. No outside food is to be bought into venues unless a Function Table is Hired.
- 1.17. All Group Packages are exclusive to your group only and require 8 drivers Monday - Sunday.

- 1.18. If you have booked a KKidz package and you have drivers who are underage and/or don't meet the height requirements, your race format will change to standard sessions. Memberships for the drivers of the double kart will be an additional charge if they do not already have one. No other refunds or credits will be issued.
- 1.19. Our new Exclusive Standard Karting Bookings must have a minimum of 10 drivers per session. As this is exclusively booked for your group, if you arrive with less drivers, no refunds are available. The session will remain exclusive to your group.

PAYMENTS & CANCELLATIONS

- 2.1 Payments can be made by CASH, CREDIT CARD & DIRECT DEPOSIT. We do not accept AMEX or cheques. Direct Deposit payments must be made at least 7 days prior to booking date.
- 2.2 All Standard Bookings of 8 or larger, are subject to a non-refundable advance payment. The amount payable is based on the number of drivers booked less 2 drivers as stated in your email. (E.g. 10 booked you pay for 8). Payment must be made to secure your booking by due date on your confirmation email. If payment is not made on time, we cannot guarantee you reservation.
- 2.3 Exclusive Group Packages are subject to a non-refundable advance payment. The amount payable is based on the number of drivers booked less 2 drivers as stated in your email. (E.g. 12 booked you pay for 10). If an exclusive group package is booked with 8-10 drivers, then the non-refundable advance payment will be for 8 drivers. Payment must be made to secure your booking by due date on your confirmation email. If payment is not made on time, we cannot guarantee you reservation.
- 2.4 Additional Drivers outside your minimum amount and all Memberships are to be paid on the date of the booking.
- 2.5 We do not split bills. The organiser of the group booking is responsible for paying the total amount. The organiser of the group booking is also responsible for making sure their group participants are aware of Terms and Conditions.
- 2.6 If you arrive with less than the minimum number of Drivers as stated in your booking confirmation, your payment for the shortfall in Drivers will be forfeited.
- 2.7 The non-refundable payment is transferrable to another date, providing 3 days' notice is given prior to the original booking date.
- 2.8 Bookings made with less than 7 days' notice, payment is due by 5pm the following day. If a booking is made with less than 3 days, payment is required on the same day.
- 2.9 All pricing is current at the time of the booking, but is subject to change without notice.

- 2.10 Karting Madness reserves the right to change the price of a booking if a variation is requested. The Customer shall be required to accept any change in price or may cancel the booking if the Customer does not agree to the price variation.**

General

- 3.1 All Customers are aware that Karting can be dangerous and may cause injury especially if the safety procedures are not followed**
- 3.2 Abuse towards our Staff and other Customers will not be tolerated.**
- 3.3 Management reserves the right to refuse entry and/or ask a customer to leave if they have reasonable grounds to do so.**
- 3.4 The Customer and Karting Madness shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Services.**
- 3.5 These Terms and Conditions shall be governed by the laws of Victoria.**