COLO ADVENTURE PARK

TERMS & CONDITIONS

Bookings • Refunds • Cancellations • Postponements • Extreme Weather

Effective date	12 August 2026	Version 1.0
Applies to	All CAP bookings and events	NSW, Australia

IMPORTANT: These Terms operate subject to the Australian Consumer Law. Nothing in this document excludes, restricts or modifies any consumer right or remedy that cannot lawfully be excluded.

1. Purpose

These Terms and Conditions set out the booking, payment, refund, cancellation, postponement and extreme weather arrangements for activities conducted by Colo Adventure Park (CAP). They are designed to provide a clear and consistent process for riders, parents/guardians, spectators, coaches, clubs, volunteers and staff, while supporting safe operation of the park.

2. Scope

These Terms apply to all activities and bookings held at Colo Adventure Park, including:

- Practice and general ride days
- Coaching and training sessions
- Competitions or race events
- Guided tours and lesson packages
- Private hire and club activities
- Camping, catering or other add-on services booked as part of an event

3. Acceptance of These Terms

By making a booking, paying an entry fee, accepting a booking confirmation, or attending an event, the participant or person making the booking agrees to these Terms and Conditions on behalf of themselves and, where applicable, any minors included in the booking.

CAP may publish additional event-specific conditions. If an event-specific condition differs from these general Terms, the event-specific condition will apply to that event to the extent of the inconsistency, provided it is lawful and was disclosed before booking.

4. Bookings, Payment and Confirmation

- A place is not guaranteed until CAP has received the required booking information and payment, unless CAP confirms otherwise in writing.
- Customers are responsible for checking the event date, rider details, lesson or tour selection, camping, catering and any other booking options before payment.

- Any booking, card or payment-processing fee that is non-refundable will be disclosed at the time of booking where practicable.
- CAP may refuse or cancel a booking where information supplied is materially incorrect, payment has not been received, capacity has been reached, or participation would breach CAP safety rules or event requirements.

5. Quick Guide - Refunds, Cancellations and Postponements

Situation	Usual Outcome	What You Need To Do
Customer cancels 7+ days before the event	Refund or booking credit, less any disclosed booking/payment fee and reasonable non-recoverable costs already committed to the booking.	Send a written cancellation request as soon as possible.
Customer cancels 48 hours to 7 days before the event	A transfer or credit will normally be considered. Cash refunds are at CAP management discretion after reasonable non-recoverable costs are taken into account.	Contact CAP immediately and include booking details.
Customer cancels less than 48 hours before the event or does not attend	No refund is normally provided. CAP may offer a transfer or credit in exceptional circumstances.	Contact CAP as soon as possible if there are exceptional circumstances.
CAP cancels before the event starts	Transfer to another date, booking credit, or refund for the affected CAP event fee.	CAP will contact booked customers with available options.
CAP postpones or reschedules the event	Booking transfers to the new date. If the customer cannot attend, they may request a credit or refund for the affected CAP event fee.	Advise CAP within 7 days of the postponement notice where possible.
Event is stopped after riding/activities have started	No automatic full refund. CAP may provide a partial or full credit depending on how much of the event was delivered and the costs already incurred.	No action is required unless CAP requests information.

6. Participant Cancellation and Refund Policy

6.1 Cancellation by a Participant

If a participant or booking holder chooses to cancel, refund or credit eligibility will depend on the amount of notice given and whether CAP has already incurred costs for that booking. This may include staffing, coaching, catering, administration, equipment, insurance-related event costs or other non-recoverable operational expenses.

The following timeframes are CAP's standard policy unless a specific event states otherwise:

- 7 days or more before the scheduled event: CAP will ordinarily offer a refund or credit. Any refund may be reduced by a booking/payment-processing fee that was disclosed at booking and by reasonable, identifiable non-recoverable costs already committed specifically for the booking.

- Between 48 hours and 7 days before the event: CAP will ordinarily consider a transfer or credit. A cash refund may be approved by management where reasonable in the circumstances, after taking into account costs already incurred.
- Less than 48 hours before the event: no refund is ordinarily provided. A transfer or credit may be considered in exceptional circumstances at CAP management's discretion.
- Failure to attend or arriving too late to participate: treated as a no-show and no refund is ordinarily provided.

6.2 Illness, Injury or Exceptional Circumstances

Where a participant is unable to attend because of illness, injury, family emergency or another exceptional circumstance, CAP may request reasonable supporting information and may offer a transfer, credit or refund depending on the timing of the request and costs already incurred. This clause does not limit any rights that apply under the Australian Consumer Law.

6.3 Booking Fees and Non-Recoverable Costs

Where permitted by law, CAP may retain a disclosed booking or payment-processing fee of approximately $15 and reasonable non-recoverable costs that have already been incurred because of the booking. Any amount retained should reflect actual or reasonably incurred costs and is not intended to operate as a penalty.

7. Refund and Credit Procedure

All refund, transfer or credit requests should be made in writing to CAP using the contact method provided on the booking confirmation or event information.

1. Provide the booking name, event date, rider name(s), amount paid and the reason for the request.
2. Submit the request as soon as the need to cancel is known. The date CAP receives the request will be used to assess the applicable cancellation period.
3. CAP will review the request against these Terms, the event-specific conditions and any costs already incurred.
4. CAP aims to advise the customer of the outcome within 5 business days.
5. Approved refunds will normally be returned to the original payment method where practicable and processed within 10 business days of approval. Bank or payment-provider processing times may apply after CAP processes the refund less the admin fee.
6. Booking credits will normally remain valid for 12 months from the date they are issued, must be used subject to event availability, and may not be redeemed for cash unless required by law.
7. Where a booking includes separately arranged coaching, catering, accommodation, hire equipment or third-party services, the refund outcome for those components may depend on whether CAP can recover those costs.

8. Cancellation of an Event by Colo Adventure Park

CAP may cancel an event before it begins where it reasonably considers that the event cannot proceed safely or properly. Reasons may include extreme weather, bushfire risk, excessive rain, flooding, unsafe track conditions, emergency incidents, venue damage, staff or medical coverage issues, government or emergency-service directions, or other unforeseen circumstances.

Where CAP cancels an event before commencement, affected customers will ordinarily be offered one of the following options:

- Transfer of the booking to a replacement or future CAP event;
- A booking credit for the affected CAP event fee; or
- A refund of the affected CAP event fee.

If a booking includes third-party services or costs that have already been irreversibly incurred, CAP will explain how those items are treated. Nothing in this clause limits any non-excludable consumer rights.

9. Postponement or Rescheduling of an Event

CAP may postpone or reschedule an event where conditions are unsuitable for the original date but the event can reasonably be conducted on another date.

- CAP will notify booked customers as soon as reasonably practicable using the contact details supplied at booking and may also publish updates on its website or social media.
- The existing booking will normally be transferred to the replacement date.
- If the booking holder cannot attend the replacement date, they may request a booking credit or refund for the affected CAP event fee.
- Customers should advise CAP within 7 days of the postponement notice where possible. This helps CAP manage capacity, staffing and catering for the new date.
- A postponement is different from a short operational delay or a change to riding hours made for safety reasons on the same day.

10. Event Stopped, Shortened or Modified After Commencement

Motorsport and outdoor activities may need to be paused, shortened, modified or stopped after activities have commenced. If CAP has delivered a substantial part of the event, a full refund will not automatically apply.

Where the majority of scheduled activities are unable to proceed, CAP may issue a partial or full credit for a future ride day or event. In deciding the amount, CAP may consider:

- The proportion of the event that was completed;
- The amount of riding or service already provided;
- Staffing, catering, coaching and operational costs already incurred;
- Whether alternative activities, revised riding times or replacement sessions were provided; and
- The cause of the interruption and any rights arising under the Australian Consumer Law.

11. Extreme Weather and Track Safety

11.1 Weather Monitoring

Staff will monitor temperature and wet-weather conditions using the Bureau of Meteorology (BOM) forecast for the local area. On event days, conditions may also be checked on site using available temperature or weather equipment.

- Humidity, cloud cover, wind and direct sunlight may be considered in addition to air temperature.
- Track condition, access roads, visibility, fire danger and emergency access may also be considered when determining whether an event can proceed.

11.2 Heat Thresholds and Required Actions

Condition	Risk Level	CAP Response
30°C-34°C	Heightened awareness	Increase hydration reminders; provide shaded rest areas where available; encourage removal of helmets/protective gear when not riding; shorten sessions if needed.

Condition	Risk Level	CAP Response
35°C-37°C	High risk	Mandatory extra breaks; shorter or alternate-group riding; closer monitoring of juniors, beginners and older riders; increased first-aid/marshal vigilance; consider earlier or later riding times; review conditions at least every 30 minutes.
38°C or above, or BOM Extreme/Severe Heat Warning	Extreme risk	All riding activities must cease. CAP may close the venue and the event must be cancelled, postponed or rescheduled.

11.3 Wet Weather and Excessive Rain

Wet weather can quickly damage riding tracks by softening the soil, creating deep ruts, erosion and loss of surface stability. Motorcycle traffic over saturated ground can cause long-term damage that is difficult to repair.

Wet conditions also increase rider risk through reduced traction, slippery surfaces, hidden mud holes, poor visibility and longer stopping distances. CAP may therefore delay, modify, postpone or cancel riding where rain or track conditions are considered unsafe or likely to cause significant track damage.

11.4 Bushfire, Storm, Flood and Other Dangerous Conditions

CAP may restrict or stop activities where BOM warnings, fire danger, lightning, storms, flooding, strong winds, smoke, fallen trees, damaged access roads or other conditions create an unacceptable risk to riders, spectators, staff or emergency access.

12. Hydration, Heat Illness and Emergency Procedures

12.1 Hydration and Cooling

- Participants must bring or have access to sufficient drinking water and fluids.
- Riders should drink before, during and after riding.
- Shade or cooling areas should be used where available.
- Staff and volunteers must take appropriate hydration and rest breaks.
- Riders should remove helmets, body armour and gloves when stopped where safe to do so.

12.2 Signs of Heat Illness

Staff, officials, riders and parents/guardians should watch for:

- Dizziness, headache or confusion
- Excessive sweating or cessation of sweating
- Nausea or vomiting
- Muscle cramps
- Severe fatigue or collapse

Any affected person must stop riding immediately and be assessed. Heat-related illness is treated as a medical priority. Emergency services must be called immediately if heat stroke or another serious condition is suspected, and an incident report should be completed.

13. Responsibilities

13.1 CAP Management

- Apply and review these Terms and the extreme weather procedures.
- Monitor weather and track conditions and make operational decisions based on safety and track protection.

- Communicate significant cancellations, postponements and schedule changes as soon as reasonably practicable.
- Assess refund and credit requests consistently and keep reasonable records of decisions.

13.2 Officials, Marshals, Coaches and Staff

- Monitor rider behaviour and signs of heat stress or unsafe conditions.
- Enforce breaks, session changes and CAP park rules.
- Report hazards, injuries and deteriorating weather or track conditions to management.

13.3 Riders, Parents and Booking Holders

- Provide accurate booking and contact information.
- Read event information and comply with CAP rules, briefings and safety directions.
- Monitor personal heat tolerance, hydration and fitness to ride.
- Notify CAP promptly if unable to attend or if circumstances change.
- Ensure minors are appropriately supervised and that any required waivers or forms are completed.

14. Communication of Changes

CAP may communicate event changes through the booking contact details provided by the customer, the sign-on area, announcements at the venue, the CAP website and/or social media. Customers are responsible for checking messages and event updates before travelling, particularly where severe weather is forecast.

Where practicable, CAP will provide cancellation or postponement decisions as early as possible. However, outdoor conditions can change quickly and final decisions may need to be made on the event day.

15. Events Beyond CAP Control

Some cancellations or interruptions may result from circumstances beyond CAP's reasonable control, including severe weather, bushfire, flood, road closure, emergency-service direction, government action, utility failure or other external events. CAP will act reasonably in applying this policy and will provide the remedies required by law together with any additional transfer, credit or refund offered under these Terms.

16. Australian Consumer Law

These Terms are intended to operate alongside the consumer guarantees and other protections under the Australian Consumer Law. Nothing in these Terms excludes, restricts or modifies a right, guarantee or remedy that cannot lawfully be excluded, restricted or modified.

Where a service is not supplied, is not supplied within an agreed or reasonable time, or otherwise fails to meet a consumer guarantee, a customer may have rights in addition to the voluntary refund and credit arrangements described in this document.

17. Review and Updates

CAP may review these Terms annually, after a significant weather or safety incident, or when operational requirements or applicable laws change. The version published or supplied at the time of booking will ordinarily apply to that booking unless a later change is required by law or is agreed with the customer.

18. Contact and Requests

Refund, transfer, postponement and cancellation requests should be sent using the CAP contact details shown on the booking confirmation, event notice or official CAP website. Customers should keep a copy of their request and any CAP response for their records.