



JUST KIDS PLAYCENTRE

PRIVATE BOOKINGS TERMS AND CONDITIONS

These terms and conditions (**Terms**) are entered into between D&L Playcentres Pty Ltd t/as Just Kids Playcentre (ACN 682 013 403) (**we, us and our**) and you, the person booking or receiving the Services (**you or your**), together the **Parties** and each a **Party**.

These Terms apply specifically to Private Bookings and should be read in conjunction with our General Terms and Conditions which are available on our website. In the event of any inconsistency between these Terms and the General Terms and Conditions, these Terms will prevail.

OUR DISCLOSURES

Please read these Terms carefully before you sign. We draw your attention to the fact that:

- we will handle your personal information in accordance with our privacy policy, available on request;
- clause 2.3 and 2.4 (Cancellations) sets out our cancellation and refund policy; and

These Terms does not intend to limit your rights and remedies at Law, including any of your Consumer Law Rights.

1. Acceptance

- 1.1 **Acceptance:** By making a booking, clicking an acceptance button or checkbox on our website, or making part or full payment of the Price, you agree to comply with these Terms.
- 1.2 **Parent or Caregiver:** If you are accepting these Terms as a parent or caregiver, you represent, warrant and agree that you have the authority to act on behalf of and make decisions for the child(ren) in your care.

2. Private Bookings

- 2.1 **Making a Booking:** You may request to make a Private Booking through our website, in person at our premises, or by contacting us directly. We reserve the right to decline any booking request at our discretion. Once we have accepted your booking request and received the required payment, it becomes a confirmed **Private Booking**, and both Parties are bound by the terms of the Private Booking as set out on our website and these Terms. We will hold tentative bookings for 24 hours only.
- 2.2 **Food Service:** For Private Bookings, we offer personalised catering, or you may organise your own catering. Should you choose to cater yourself, you must also source your own cutlery, plates etc.
- 2.3 **Cancellation by you:** You may request to cancel or reschedule a Private Booking by contacting us via phone. For cancellations or rescheduling:
 - (a) with more than 14 days' notice: you may transfer your Private Booking to another available time or use the amount as a credit at the centre.
 - (b) with less than 14 days' notice (or where you are more than 20 minutes late or do not show): your Private Booking will be forfeited with no refund.

You acknowledge and agree that where we retain some or all of any price paid due to short-notice cancellation, we do so as a genuine pre-estimate of loss of revenue we could have otherwise obtained by hiring the Premises to a third party, which is not feasible due to your short-notice cancellation.

- 2.4 **Cancellations by us:** We may cancel a Private Booking where an event occurs beyond our reasonable control (**Force Majeure Event**) that affects our ability to provide the Services to you by providing written notice to you. We are not liable if you are required to cancel a Private Booking due to a Force Majeure Event.
- 2.5 **Equipment:** We may provide you with use of our Equipment at the time of the Private Booking. Title in any Equipment or other personal property of ours at the Premises at all times remains with us. Risk in such Equipment or other personal property passes to you during the period in which you are using the Premises.
- 2.6 **Party Host:** Private Hire does NOT include a party host, while we do have staff on site to assist you during your event, we do not run your event.

3. Alcohol

- 3.1 The consumption of alcohol on our premises is strictly prohibited unless we have granted express written consent in advance. If you wish to serve alcohol at a Private Booking, you must inform us of your intention to apply for an alcohol permit at the time of making the booking (**Alcohol Permit Notification**).
- 3.2 Upon receiving your Alcohol Permit Notification:

- (a) we may, at our sole discretion, grant or deny permission for you to serve alcohol on our premises, subject to you obtaining the necessary permit from the relevant authority;
 - (b) if we grant permission, you will be required to provide us with a copy of the approved alcohol permit before the date of your Private Booking; and
 - (c) where we have granted permission for alcohol service, subject to your obtaining the necessary permit, you are solely responsible for complying with (and ensuring all your guests comply with) all relevant laws and the conditions of your alcohol permit in relation to the service and consumption of alcohol on the Premises.
- 3.3 We are not responsible for obtaining the alcohol permit on your behalf, nor are we liable for any decisions made by the relevant licensing authority regarding your permit application.
- 3.4 We reserve the right to revoke our permission for alcohol service at any time, even if you have obtained a valid permit, if we believe that the service or consumption of alcohol is posing a risk to safety or violating any laws or the conditions of the permit.
- 3.5 You agree to indemnify and hold us harmless from any liability, loss, or damage arising from the service or consumption of alcohol at your Private Booking, including any penalties or sanctions imposed by licensing authorities.

4. Pricing and Payment

- 4.1 The Price will be set out on our website.
- 4.2 You agree to pay:
- (a) a non-refundable deposit at the time the Private Booking is made; and
 - (b) the remainder of the Price on or before the date of the Private Booking.
- 4.3 **Late Payments:** If you fail to make any payment by the due date, we reserve the right to suspend provision of Services. We may also charge you for any additional costs we incur as a result of your late payment, including any costs associated with recovering the overdue amount.
- 5.4. The remaining payment will be payable on arrival prior to the commencement of the event. If payment is made on card there will be a surcharge of 1.6%. Cash is accepted.
- 5.5 A security bond of \$400 is required. Please see section 5 for further information.

5. Security bond/deposit

- 5.1 The security bond will be held for the duration of the customer's event.
- 5.2 The cost of the repairs of any damage to the venue which is caused by the customer, a member of their group or guest is recoverable and will be deducted from the security bond
- 5.3 Damage or breakages to the venue, or any part, including any of the furniture, fixtures, or fittings therein, must be reported to our Just Kids team immediately.
- 5.4 Where the cost of the repair of any damage to the venue is more than the security deposit, the customer agrees to pay such additional amount within 7 days of demand
- 5.5 Estimate of damage to be provided to customer within 10 business days of the event.

6. General Housekeeping and Terms

- 6.1 Smoking and Vaping is absolutely prohibited inside the venue.
- 6.2 No open flame cooking, smoke machines, naked flames are permitted, these may trigger the fire alarm and cause your event to end early.
- 6.3 No glass is permitted in the venue due to safety reasons
- 6.4 We do not allow confetti or glitter filled balloons
- 6.5 Any decorations, posters etc may only be attached in a location and manner that will not cause damage. No hooks, nails or sticky tape may be used.
- 6.6 If an event runs over a fee of \$100 per 15 minutes will be applied
- 6.7 We are a NUT FREE centre. None of your food may contain nuts.

7. Definitions

In these Terms, unless the context otherwise requires, capitalised terms have the following meanings:

Equipment means any equipment we allow to you to use at the Premises.

Premises means our playground and related facilities.

Private Booking means a booking made by you for private use of a designated area of the Premises.

Price means the price as set out on our website, in our online booking form or in person when you book.

Terms means these terms and conditions and any documents attached to, or referred to in, each of them.