



JUST KIDS PLAYCENTRE

PARTY 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. Party Bookings

- 2.1 **Making a Booking:** You may request to make a Party 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 a **\$100 booking deposit**, it becomes a confirmed **Party Booking**, and both Parties are bound by the terms of the Party Booking as set out on our website and these Terms.
- 2.2 **Food Service:** Details and food selection must be received no later than 48 hours prior to the event/booked party day. Additional food selection can be pre-ordered to ensure your group is catered for. Please see our platter options on the website. Please note, any additional orders on the day may not be available depending on selection. Please advise us if you or any member of your guests have any special dietary requirements or allergies, or if you have any other special needs.
Party inclusions and package components cannot be substituted.
You may bring a birthday cake should you chose a package that does not include one. This cake must not contain NUTS. Should you bring your own cake we do not perform cake cutting services, we will however provide you with a cake knife, plates and spoons for you to do so yourself.
- 2.3 **Cancellation by you:** You may request to cancel or reschedule a Party Booking by contacting us via phone or online. For cancellations or rescheduling:
 - (a) with more than 7 days' notice, you may transfer your Party Booking to another available time or use the deposit as a credit with the centre.
 - (b) with less than 7 days' notice your Party 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 Party 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 **General Terms:** The party room chosen at time of booking is secured for 2 hours. Once this time is up, you will be required to remove all belongings so the room can be cleaned and reset for the next booking.
You may decorate your nominated party room, however, please note hooks and pins are strictly prohibited. You may use Blu Tac.
All outside entertainment must be approved by management prior to your event.

Seating is provided for the adults of your party however is limited. Please do not move any tables without asking management.

3. Pricing and Payment

3.1 The Price will be set out on our website.

3.2 You agree to pay:

- (a) a non-refundable deposit at the time the Party Booking is made; and
- (b) the remainder of the Price on or before the date of the Party Booking.

3.3 **Late Payments:** If you fail to make remaining payment the day of your event, we reserve the right to suspend provision of Services. We may also charge you for any additional costs we incur because of your late payment, including any costs associated with recovering the overdue amount.

3.4 Final numbers must be confirmed 48 hours prior to your event. Any reduction in numbers will still be payable on the day. Should extra people show up they will be charged at the additional child price.

4. 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.

Party 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.