



JUST KIDS PLAYCENTRE

PRIVATE BOOKINGS (EXCLUSIVE PARTY) 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. In the event of any inconsistency between these Terms and the General Terms and Conditions, these Terms will prevail.

These Terms apply where you make a booking for an Exclusive Party with us. In these Terms, **Private Bookings** refers to a booking for an Exclusive Party.

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 2.7 and 2.8 (Cancellations) sets out our cancellation and refund policy;
- clause 2.4, which sets out that we can charge an overtime fee if your Private Booking goes over the agreed time; 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. Bookings

Making a Booking

- 2.1 **Booking Requests:** 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. The inclusions and pricing applicable to your booking will be those published on our website at the time you make your booking, unless otherwise agreed in writing. Booking requests made without payment will be held as **Tentative Bookings** for a maximum of 24 hours from the time of request. After this period expires, if payment has not been received by us, the Tentative Booking will be automatically cancelled and may be allocated to other customers. To secure your booking, payment of the required amount must be received within the 24-hour tentative booking period.
- 2.2 **Payment:** In order to secure your booking, you must pay us a non-refundable **Booking Deposit** of \$300 at the time of making the booking, which forms part of the Price. Once we have accepted your booking request and received the required payment of the Booking Deposit, 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. You must pay us the remainder of the Price at least 24 hours before the time of the Private Booking.
- 2.3 **Final Numbers:** You must provide us with confirmation of the number of attendees attending the Private Booking at least 24 hours prior to the date of the Private Booking via email. For the avoidance of doubt, once final confirmation has been provided and payment processed, no reduction in the Price will be made to account attendees who do not attend on the day of the Private Booking.
- 2.4 **Booking Duration for Exclusive Hire:** For Exclusive Party Private Bookings, the designated areas of the Premises will be secured for the time period as set out in the Private Booking. Upon expiry of this time, you (and your attendees) must leave the Premises and remove all belongings so that the Premises can be cleaned and reset for subsequent bookings. If you do not conclude the Private Booking within the agreed booking time, we may charge, and you will be liable to pay, an overtime fee of \$100 per 15-minute period. You acknowledge that such fee is a reasonable estimate of our loss should you not conclude your Private Booking on time.

Security Bond

- 2.5 Prior to the Private Booking, you must:

- (a) complete and sign our bond conditions form prior to commencement of your Private Booking; and
 - (b) provide a **Security Bond** of \$400, which may be paid in cash or charged to your nominated payment method. The bond will be used as security by us for your obligations under these Terms, and we may call upon to bond to satisfy any obligations or liabilities owed by you.
- 2.6 Subject to your compliance with these Terms, we will refund the balance of the Security Bond to you (if any) within a reasonable time after the end of the Private Booking, provided that you (and your attendees):
- (a) have not caused damage to the Premises or Equipment; and
 - (b) have left the Premises in a clean and tidy condition.
- 2.7 **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 4 weeks' notice: you may transfer your Private Booking to another available time,
 - (b) with less than 4 weeks' notice (or where you are more than 10 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

- 2.8 **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.

3. Pricing and Payment

- 3.1 The Price will be set out on our website.
- 3.2 You agree to pay the Price, Booking Deposit and Security Bond in accordance with these Terms.
- 3.3 If you pay by credit or debit card, a surcharge may apply.
- 3.4 **Late Payments:** If you fail to make any payment by the due date, we reserve the right to cancel your Private Booking. 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.

4. General Conditions

- 4.1 **Venue Licence:** Subject to your payment of the Price, we grant you a non-exclusive licence to use the Premises for the Private Booking for the times as agreed between the Parties.
- 4.2 **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.
- 4.3 **Decorations:** You may decorate your designated area, however:
- (a) hooks and pins are strictly prohibited;
 - (b) you may only use Blu Tac or other non-damaging adhesive materials.
- 4.4 **Outside Entertainment:** All outside entertainment must be approved by us prior to your Private Booking.
- 4.5 **Seating and Furniture:** You must not move any tables or furniture without prior approval from management.

5. Exclusive Hire Conditions

- 5.1 **Food Service:** For Exclusive Hire, you may choose between:
- (a) **Our Food Service:** our personalised catering service. If you wish to order food, we can provide personalised food catering services as agreed between the Parties. Where you use our food services, you must:
 - (i) provide us with details and food selection no later than 48 hours prior to your Private Booking. Please see our platter options on our website. Additional food orders on the day of your Private Booking may not be available depending on selection and kitchen capacity; and
 - (ii) advise us at the time of booking if you or any of your guests have special dietary requirements, allergies, or other special needs; or
 - (b) **BYO:** organising your own catering, in which case:
 - (i) we will not provide (and you must bring your own) cutlery, plates, cups, napkins and all other serving items; and

- (ii) you must ensure that all food brought onto the Premises does not contain nut or nut products, and complies with any other allergen policies that we may provide to you.

5.2 **Alcohol:** Alcohol is only permitted on the Premises for Exclusive Parties in accordance with clause 6.

5.3 **No Party Host Services Provided:** We do not party host services unless prior agreed between the Parties. While our staff will be available on-site to assist with facility-related matters and ensure compliance with venue rules, we do not provide entertainment, activity coordination, or event management services. You are responsible for organising and running all aspects of your event.

6. Alcohol

6.1 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**).

6.2 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.

6.3 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.

6.4 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.

6.5 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.

7. Code of Conduct

7.1 You must comply with our Code of Conduct at all times. We reserve the right to immediately terminate the Private Booking if you, your child or your attendee fails to comply with the Code of Conduct. No refunds will be provided for Private Bookings cancelled due such breach.

8. Definitions

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

Code of Conduct means our code of conduct available at:

https://www.justkidsplaycentre.com/files/ugd/467886_9c0f44db30af46dfafb02a8135f650bb.pdf

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

Exclusive Party means a Private Booking for the hire of the entire Premises for a private event outside of our regular operating hours.

General Terms and Conditions means our general terms and conditions, available at:

<https://www.justkidsplaycentre.com/t-c-s>

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.