



PRIVATE VENUE HIRE

## TERMS & CONDITIONS

We look forward to making your experience enjoyable and unforgettable.

### 1. TENTATIVE BOOKINGS

- 1.1 Tentative bookings are not confirmed until a 50% deposit is received in full along with a signed booking form.
- 1.2 A tentative booking is held for **24 hours** unless a second enquiry is made for the same date, in which case a priority is given to the first tentative.
- 1.3 Tentative bookings may be released at the discretion of Rabbit Hole Playcentre if deposits are not paid.

### 2. CONFIRMATION

- 2.1 To confirm a tentative booking, you must complete and have signed the Booking Form and paid the deposit and security bond to secure the date.
- 2.2 Upon clearance of the payments, a confirmation email will be sent to you and the tentative booking will then be formalised.
- 2.3 If the deposit and Booking Form are not received within time or any payment is dishonoured, Rabbit Hole Playcentre reserves the right to cancel the tentative booking, without any liability or consequence.

### 3. ATTEENDEES

- 3.1 At the time of booking the Customer shall provide details of the estimated number of persons (adults and children) attending the Event.
- 3.2 The Customer shall confirm the expected numbers attending no less than 7 business days prior to the Event.
- 3.3 The final headcount refers to both children and adults.
- 3.4 Any additional guest that arrives on the day exceeding the capacity of 250 pax. without notifying Rabbit Hole will incur a surcharge of \$5 per person. This includes both adults and children aged 2 and over.

### 4. PAYMENTS

- 4.1 The Booking Form signatory, the Customer and any Credit Card signatory are jointly and severally liable for payment of all fees and charges (whether relating to the Event, any cancellation or otherwise).
- 4.2 Method of payment – Visacard, MasterCard or EFT.
- 4.3 A 50% deposit is payable at the time of submitting your booking along with a Security Bond of \$500
- 4.4 The balance owing must be paid by **noon, 7 days prior to the event date**. If not received within time, or any payment is dishonoured, Rabbit Hole Playcentre reserves the right to cancel the booking without any liability or consequence.
- 4.5 All drinks tabs are to be paid in full at the conclusion of your function.

### 5. CANCELLATION POLICY

- 5.1 Notification of cancellations must be provided in writing. All 50% deposits are non-refundable. Once the event date is confirmed and the deposit taken, Rabbit Hole is committed to the event and will not consider any other bookings despite the requests received.
- 5.2 Rabbit Hole Playcentre reserves the right to cancel or postpone any confirmed booking within 14 days if
  - 5.2.1 any payments are not made as and when requested as per this contract;
  - 5.2.2 if the Function alters in any way from what was booked and confirmed;
  - 5.2.3 if undue personal difficulties arise with the Customer, the Card Holder or anyone else, over the Function;
  - 5.2.4 if the Customer or Card Holder do not observe any time requirements set out in these Terms and Conditions or in any communication with them;
  - 5.2.5 if any arrangement or proposal for the Function is unacceptable to Rabbit Hole Playcentre; or
  - 5.2.6 if there are any double bookings (refer to 5.30)
- 5.3 If Rabbit Hole Playcentre cancels or postpones any confirmed booking under 5.2.6, it will use all reasonable endeavours to make alternative arrangements to your satisfaction by nominating an alternative suitable date. If suitable alternative arrangements cannot be agreed, Rabbit Hole



Playcentre will refund all monies paid but will not be liable in any way for any other claim, demand or compensation.

## **6. SECURITY BOND / DAMAGES**

- 6.1 The Customer agrees to pay the Security Bond.
- 6.2 The Security Bond will be held for the duration of the Customer's event.
- 6.3 The cost of extra cleaning or repairs of any damage to the venue which is caused by the Customer, a member of their group or a guest is recoverable and will be deducted from the Security Bond.
- 6.4 The Security bond can be paid in the following ways:
  - 6.4.1 EFT refundable upon inspection of the venue by the owner or authorised agent.
  - 6.4.2 Credit card. The Customer authorises Rabbit Hole to charge the security bond and or any other charges applicable
- 6.5 Damage or breakages to the venue, or any part thereof including any of the furniture, fixtures or fittings therein, must be reported to our Rabbit Hole team immediately, if the Customer or a member of their group is responsible for the damage or breakage, the cost of repair or replacement will be deducted from the Customer's Security Bond. The customer is welcome to inspect and take photos of Rabbit Hole Playcentre with adequate notice, prior to the event to ensure level of operation.
- 6.6 Where the cost of extra cleaning or repair of any damage to the venue is in excess of the Security Bond, the Customer agrees to pay such additional amount within 7 days of demand or to have this sum deducted from their credit card.
- 6.7 The Customer remains responsible for any loss or damages caused by them or any of their guests, invitees or other people attending the event. The Customer will be liable for the cost of any damages incurred as a result of their booking, including any relevant fees associated with emergency services attending any avoidable alarms (as determined by the emergency service provider) with costs charged to the Customer on a final invoice.
- 6.8 Rabbit Hole Playcentre reserves the right to charge up to a \$1,000 bond.
- 6.1 The Customer will acknowledge on the Credit Card provided that the card holder is responsible for leaving the premises in its original condition and is liable for any damage caused whilst on premises. Rabbit Hole does not accept responsibility for damage to or loss of any property brought to or left in the premises prior to, during or after a Function, whether by the Customer, the Card Holder, any guest, outside contractors or any invitees of the Customer or any of them.
- 6.2 Estimate of damage to be provided to Customer within 10 business days of the Event. If the quotation for damage exceed 10 business days Rabbit Hole Playcentre will advise the Customer of an estimated date.
- 6.3 The cost of any such damage is agreed to be determined by the lower of two quotes Rabbit Hole Playcentre obtains, provided Rabbit Hole Playcentre has time to obtain 2 quotes. If there is insufficient time to obtain quotes the Customer and the Cardholder will pay the actual cost of damage and/or repairs.

## **7. EVENT RESTRICTIONS, THEMING AND STYLING**

- 7.1 Rabbit Hole Playcentre cannot be hired for 16<sup>th</sup>, 18<sup>th</sup> and 21<sup>st</sup> birthday celebrations.
- 7.2 Rabbit Hole is a non-smoking venue. It is an offence to smoke within 4 metres of a building's entrance. It is the Host's responsibility to be familiar with the Smoking Management Plan and to alert guests.
- 7.3 Refusal of hire - Rabbit Hole expressly reserves the right at its discretion and without stating a reason to refuse to accept any hiring and Rabbit Hole shall not be liable in any way for any loss or damage occasioned by the exercise of this right.
- 7.4 Rabbit Hole shall not be held liable for any interference or disruption to a booking that is caused by civil disturbance, industrial action, severe weather conditions, or any circumstances that are beyond the control of Rabbit Hole
- 7.5 Smoking is absolutely prohibited at the venue. You must ensure that you and all other attendees do not smoke inside the venue or in any other part of the building or grounds in which the Venue is located.
- 7.6 No open flame cooking, smoke machines, naked flames (this includes candles and kerosene lamps). If a fire alarm is set off by the user of these items, then a charge will be incurred. (refer to clause 6)
- 7.7 Noise from amplifiers and loudspeakers must be kept to a moderate level at all times. Failure to comply with this condition may cause customer complaints to Noise Control which may result in the in the early closure of your function or confiscation of equipment.



- 7.8 No glass is permitted on the venue due to safety reasons.
- 7.9 Themed plastic or paper party plates, napkins and drink cups are allowed. We do not provide kitchenware, servingware or cutlery. It is recommended that you bring your own takeaway containers should you wish to take home food items.
- 7.10 All helium balloons are to be tied to furniture or held down with a weighty object. No release of helium balloons is allowed in the venue as this will trigger the fire alarm and cause inconvenience to the operations and the possible early close to your event.
- 7.11 We do not allow confetti or glitter filled balloons
- 7.12 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. Directional signage may be placed using non-permanent methods around the site but must be removed at the end of the event.
- 7.13 Glitter and party-poppers are not permitted.
- 7.14 The Customer must not mark, damage or make alteration to any part of the VENUE or erect or install any fixtures, fittings or other attachments.
- 7.15 Decorations may not be placed or affixed in any way that may cause damage to any part of the VENUE. The Customer must request permission from Rabbit Hole to affix any decorations.
- 7.16 Rabbit Hole reserves the right to not permit the affixing of decorations or any items at its discretion.
- 7.17 Where a Customer has been approved to affix decorations, at the conclusion of the event, the Customer must remove all decorations and will be responsible for all costs associated with the repair of any damage to the VENUE caused by the affixed items. Any damage to the premises caused by negligence including incorrect fastening of decorations will be the responsibility of the Customer for which a charge will be payable. (Refer to Clause 6)

## **8. VENUE ACCESS / STAFF REQUIREMENTS**

- 8.1 Venue hire is for the entire space and will make available all general floor space and attractions that are in a safe and operational state to the discretion of centre management on the day excluding offices, upstairs party rooms, kitchen, Bakehaus, storage rooms and spaces with "Staff Only" entry signage. This applies to contractors, suppliers and vendors
- 8.1 Access to the Venue is via the main entrance at Reception. Back dock entrance is a STAFF ONLY area and access is strictly restricted.
- 8.2 Rabbit Hole Playcentre will make available the venue from 6.00pm to 9.00pm on the function date
- 8.3 Access to the venue may be available on request on the day of the event, provided we do not have another function, requirement or use. Please note set up is not permitted during our standard operational hours..
- 8.4 No additional fees are charged for venue hire or staffing requirements. We provide our venue and sufficient professional service staff for your event, and we'll clean-up for you too!
- 8.5 The Customer agrees to commence the Event promptly at the time agreed with Rabbit Hole Playcentre and to procure that those persons present at the Event vacate the room designated for it at the time stated on the booking form.
- 8.6 Rabbit Hole Playcentre reserves the right to charge additional fees where evening events overrun. If an event overruns past the agreed conclusion time, Rabbit Hole will charge an additional \$500 per 30 minutes or part thereof.
- 8.7 No items are to be removed from any hire space or taken outside at any time without prior approval of Rabbit Hole team. All furniture must be lifted and not dragged to avoid damages to the floor

## **9. HEALTH AND SAFETY / RESPONSIBILITIES**

- 9.1 Standard Rabbit Hole entry Terms & Conditions apply
- 9.2 The Customer must comply with all the Rabbit Hole's Health and Safety regulations. The Customer shall notify Rabbit Hole Playcentre immediately on becoming aware of any accident or injury occurring at the Venue. Where an event requires the provision of special services, e.g. additional electrical services, the Customer shall comply with any additional safety requirements imposed by Rabbit Hole Playcentre.
- 9.3 The health and Safety of our guest and staff is one of our utmost priorities at Rabbit Hole Playcentre and so we ask all patrons to familiarise themselves with policies and procedures prior to arriving at Rabbit Hole Playcentre. From our "no shoes policy" for all adults and children to our "no nuts policy",



recommended clothing attire and anti-social behaviour, all our policies can be found here [Terms & Conditions of Entry](#)

- 9.4 Children must comply with the instructions and height requirements displayed at each play area. All equipment must be used appropriately. Rabbit Hole is a recreational service provider only. The venue is not designed for childcare purposes and there may be potential hazards present. Please ensure all children are supervised at all times, including in bathrooms and surrounding areas. Caring services will not be provided by Rabbit Hole, its employees or agents in any circumstances and all participating children must be accompanied by an Adult (18 years or over) as per Care and Supervision policies found here [Terms & Conditions of Entry](#) and [Playground Safety Rules](#).
- 9.5 All guests are required to remove their shoes and wear socks before entering. All outside footwear must be stored in the designated shoe cubbies provided
- 9.6 We encourage guest and children to wash their hands and use hand sanitisers before and after play. For the consideration of all, we do not recommend you bring a child into our playcentre if you or they are unwell
- 9.7 The Customer is expected to conduct the function in a legal and responsible manner. The Customer is responsible for the conduct of all guests and invitees and will be charged for, all damages that occur to Rabbit Hole Kids Playcentre, its property or its staff. (Refer to clause 12)
- 9.8 Any and all food, beverage, equipment and other belongings brought in by the Customer are the responsibility of the Customer, inclusive of any third-party food, beverage, equipment and other belongings.
- 9.9 All cables running across floors must be made safe with rubber matting
- 9.10 Emergency fire equipment including fire extinguishers and hoses must only be used in the event of an actual emergency.

## 10. FOOD & BEVERAGES

- 10.1 Our venue is completely nut free. Food containing nuts will not be permitted into the venue. This also applies to grazing tables that may contain nut ingredients (i.e. Nutella). Wedding cakes or Special Event Cakes are allowed but must be NUT free
- 10.2 If the Customer is serving food and/or drinks at the Venue, you must observe all relevant food and hygiene laws and regulations.
- 10.3 Adequate event room space will be made available to store and serve all food and beverages brought in by the Customer to quality control the food environment and minimise the risk of accidents and cross-contamination to the detriment of all guests and staff.
- 10.4 Crockery, glassware and utensils will not be provided, and the Customer must bring their own personal crockery, cutlery. Items stored in the cupboards and Storeroom belonging to Rabbit Hole are not to be used.
- 10.5 Our venue is not a licensed venue – it is the responsibility of the Customer to obtain a liquor license should they intend to serve alcohol.
- 10.6 Open flame cooking is prohibited. Should fire alarms be activated through breach of this condition, the charges incurred as a result of Fire Brigade attendance will be the sole responsibility of the Customer.
- 10.7 The use of portable cooking appliances connected to gas bottles (BBQ) is strictly forbidden inside and outside the Rabbit Hole venue.
- 10.8 Food and drinks can only be consumed at the designed eating area only. Food is not permitted in play areas and/or play equipment. Consumption of food and drinks not within the designed eating area is at the risk of the Customer and additional cleaning fees may apply.

## 11. EXTRA CLEANING

- 10.9 The Customer is required to leave the venue clean and tidy with all rubbish placed in the bins provided either in the venue or on site.
- 10.10 General cleaning costs are included in the room hire fee, but additional cleaning fees may be charged if the Customer has created cleaning requirements above and beyond normal cleaning. This includes the cost of removing decoration item set ups.
- 10.11 If the venue requires substantially more cleaning than normal as a result of the event, the cost of the extra cleaning will be deducted directly from the Security Bond.

## 12. PUBLIC HOLIDAY SURCHARGE



- 12.1 A 10% surcharge is applicable on public holidays.

### 13. EXTERNAL SUPPLIES AND VENDORS

- 13.1 The Customer must seek Rabbit Hole's prior written approval
- 13.2 If you propose to engage an external supplier or vendor to assist in preparation of your Function, the company name and all contact details must be advised in writing 14 working days after the booking has been confirmed
- 13.3 Rabbit Hole reserves the right to refuse engagement of external supplier and/or hire of external equipment without any liability or loss as a result of OHS regulations and breach of terms
- 13.4 Rabbit Hole does not accept responsibility for any injury, loss of damage incurred by or as a result of anything done or arranged by any external supplier or vendor (including alterations made to the venue premises by installation, erection or placement of fittings, fixtures, decorations or other material supplied by or at the direction performed by outside contractors (supplies included) prior to, during or after the Function. Any injury or damaged suffered is the responsibility the Supplier/s and must be covered by their Public Liability Insurance.
- 13.5 External suppliers and vendors must have their own equipment and operators. Rabbit Hole staff can not operate or provide assistance to any operation of equipment including services.
- 13.6 All external electrical leads or equipment brought on site be the Customer must be in working order. The Customer will be liable for any damages caused by electrical surges caused by faulty equipment.
- 13.7 Any use of these devices resulting in a false alarm and subsequent callout by the MFB Fire & Rescue Service will result in the hirer being responsible for all expenses related
- 13.8 Fire exits must be kept unlocked and clear of obstacles for a distance of two metres at all times. The Customer shall keep each corridor, passage and exit in the VENUE clear of obstructions and ready for use in any emergency. It is the responsibility of the Customer to observe all VENUE signage relating to fire and safety precautions.

### 14. INDEMNITY, LIMITATION OF LIABILITY AND INSURANCE

- 14.1 The Customer and the Card Holder indemnify Rabbit Hole Playcentre and any related entity or person, their servants or agents, against any claim, cost, loss, damage or liability howsoever arising which relates in any way to the Function, any related thing arising prior to, during or after the Function, these Terms and Conditions and anything governed by them or any part of the services contemplated ("Services"), including any liability which Rabbit Hole Playcentre cannot or has not excluded under these Terms and Conditions.
- 14.2 The applicant releases Rabbit Hole, its employees, officers, agents and contractors from and will indemnify and keep indemnified Rabbit Hole Playcentre, its employees, officers, agents and contractors against all claims, actions, losses and expenses of any nature which Rabbit Hole may suffer or incur or become liable for in respect of or arising out of any accident or damage to property or injury or death suffered by any person arising from any occurrence in or near the venue during the term if this hire resulting from the negligence of the applicant. Nothing in this agreement is intended to or does constitute this agreement as a lease or exclusive right to possession.
- 14.3 The Customer and the Card Holder are responsible for any death, injury, damage or loss suffered by anyone at the venue, unless the cause was a result of an action or a consequence beyond any one's control employed or specifically engaged by the Venue, in which case the venues Public Liability would take precedence.
- 14.4 Private events would be adequately covered by Rabbit Hole Kids Playcentre Public Liability Insurance
- 14.5 \$500 excess is payable in the event of any claim made by the Customer.

### 15. PRIVACY

- 15.1 Your personal information is important to us and so all personal information will be protected vi the Privacy Act and with protocols summarized in our [Privacy Policy](#)



The full terms and conditions, playground and privacy policies should be read and understood prior to proceeding with any booking. Copies of each can be found on the website.

Every event is different. Additional terms and conditions may apply based on your unique event proposal.

If you have any questions about these Policies, the practices of the centre, please contact us at <mailto:bookings@rabbit-hole-playcentre.com.au> or (03) 8657 2638.

**PLEASE NOTE:**

**BY MAKING A BOOKING WITH RABBIT HOLE IT IS TAKEN THAT YOU HAVE READ AND AGREE WITH THE ABOVE TERMS AND CONDITIONS AND THAT YOU ACKNOWLEDGE THAT ANY INFRINGEMENT OF THESE TERMS AND CONDITIONS MAY RESULT IN A PENALTY INCLUDING CANCELLATION OF BOOKING AND/OR THE LOSS OF PART OR ALL OF THE SECURITY BOND.**

**THE PERSON BOOKING THE EVENT WILL BE HELD RESPONSIBLE FOR THE CONDUCT OF ALL GUESTS AND FOR THE CONDITION OF THE VENUE, ITS CONTENTS AND SURROUNDINGS**