



# RABBIT HOLE PLAYCENTRE

A & E ENTERPRISES (AUS) PTY LTD

WAIVER AGREEMENT

TERMS & CONDITIONS

VERSION: JUNE 2021

[WWW.RABBITHOLEPLAYCENTRE.COM.AU](http://WWW.RABBITHOLEPLAYCENTRE.COM.AU)

RABBIT  
HOLE



## WAIVER AGREEMENT

This Agreement is between you ("**Consumer(s), Customer(s), (Redeemer(s))**", and A & E ENTERPRISES (AUS) PTY LTD, trading as RABBIT HOLE KIDS PLAYCENTRE ("**the Supplier, Rabbit Hole, Rabbit Hole Kids Playcentre**"). For the purposes of this agreement, the Rabbit Hole are the suppliers of Recreational Services.

### Definitions

Gross Negligence: Doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5, section 23(3)(b) of the ACL.

Recreational Activities: Any sporting or leisure activity carried out in Rabbit Hole

Recreational Services: Services that consist of participation in any Recreational Activities.

### Jurisdiction

These conditions are governed by and construed in accordance with the laws of the State of Victoria. It is also in accordance with the laws of the Commonwealth of Australia.

If any of these conditions should be determined by a Court to be illegal, invalid or otherwise unenforceable, they will be deemed ineffective to the extent of the prohibition or unenforceability. This does not invalidate the remaining provisions of these terms and conditions.

These terms and conditions are made between you, as the Consumer, and A & E Enterprises (AUS) Pty Ltd (ACN 616 479 059) trading as Rabbit Hole Kids Playcentre ('**Rabbit Hole**').

Consumers agree and acknowledge that upon entry of premises, and/or purchase tickets or making a booking on behalf of any other Customer (including children whom you are providing custodian and care), you will act as an agent of those Customer(s) and those Customer(s) will be bound by the same terms.

## 1. General

- 1.1. The following Terms and Conditions apply immediately on the date bookings are made with Rabbit Hole.
- 1.2. The Booking Process ("**Booking**") includes all correspondences with Rabbit Hole in relation to making a booking. This includes bookings made in-store, online, over the phone and by email.
- 1.3. The Rabbit Hole Premises ("**the Premises**") is described as Shop 13, 227 Ballarat Road, Braybrook VICTORIA 3019.
- 1.4. Consumers acknowledge that party and special events may attract additional Terms and Conditions.

## 2. Liabilities and Waiver of Rights

- 2.1. The Rabbit Hole, including its Employees, Directors and Agents ("**the Supplier**") agree to act with due care and skill at all times when providing services.
- 2.2. Consumers acknowledge that participation in the recreational activities supplied by the Supplier may be dangerous and comprise inherent risks and hazards. Consumers further acknowledge that the inherent risks may cause serious injury, permanent disability and sometimes death.
- 2.3. Consumers agree to participate in the recreational activities at their sole risk.
- 2.4. By participating in recreational activities provided by the Suppliers, customers, participants, their dependents and/or legal representatives ("**Consumers**") agree to the following conditions:
  - 2.4.1. Consumers agree to abide by all rules and guidelines provided by the Supplier.
  - 2.4.2. Consumers assume and accept all risks and waive their right to pursue the Supplier for injuries suffered, or death, caused by or arising from participation of the recreational activities.
  - 2.4.3. Should Consumers suffer an injury, or death, on the Premises, as a result of the Consumer acting in contradiction of the Supplier's Rules of Conduct or Terms of Entry ("**RoC**") and all Guidelines provided by the Supplier, the Consumer agrees to waive their rights to claim:
    - i. that the recreational activities were not supplied with due care and skill;
    - ii. for not being reasonably fit for purpose;
    - iii. for breach of contract or any consumer guarantees under the ACL; and/or
    - iv. negligence.
- 2.5. Consumers agree that the Suppliers, their officeholders and/or representative have no liability to Consumers under breach of warranty (either express, implied or statutory), contract, tort, negligence, statute or statutory duty.

### 3. Warning Under the Australian Consumer Law and Fair Trading Act

- 3.1. Under the *Australian Consumer Law and Fair Trading Act* (VIC) 2012 ("**ACL**"), several Statutory Guarantees apply to the supply of Goods and Services.
- 3.2. The Supplier acknowledges that they are required to ensure that the recreational services supplied:
  - I. are rendered with due care and skill;
  - II. are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
  - III. may be expected to achieve results made known to the Supplier
- 3.3. In accordance with section 22 of the ACL, consumers agree that by entering the Premises, Consumers agree to waive that their rights to sue the Supplier under the ACL for reasons listed under paragraph 2.3.2 above.

*NOTE: Changes to Consumer's rights, as set out in this Agreement, does not apply if the injury suffered or death is due to Gross Negligence caused by the Supplier.*

- 3.4. Consumers agree to pay costs and authorise the Supplier to take all reasonable steps to protect Consumers' well-being in the event of an injury occurring. This includes, but is not limited to, the administration of emergency medical treatment and Ambulance Victoria transportation.
- 3.5. Consumers guarantee that they are in good health and free from any adverse medical conditions.
- 3.6. Consumers must comply with the Supplier's RoC and Terms of Entry or signs displayed on the Premises and other directions provided by the Supplier.
- 3.7. The Supplier reserves the right to suspend or cancel access to the recreational activities in its absolute discretion upon their discretion. Reasons may include, but are not limited to, Consumers acting in a reckless and/or careless conduct. It may also include, but is not limited to, Consumer's non-compliance with the conditions.
- 3.8. All email enquiries should be directed email address
  - 3.8.1 General Enquiries - [enquiries@rabbitholeplaycentre.com.au](mailto:enquiries@rabbitholeplaycentre.com.au)
  - 3.8.2 Party Bookings – [bookings@rabbitholeplaycentre.com.au](mailto:bookings@rabbitholeplaycentre.com.au)
  - 3.8.3 Accounts: [rh.accounts@rabbitholeplaycentre.com.au](mailto:rh.accounts@rabbitholeplaycentre.com.au)
- 3.9. Rabbit Hole Playcentre can be contacted via telephone on (03) 8657 2638.



## CONDITIONS OF ENTRY

Consumers acknowledge that there are conditions applied upon entering the Premises. Failure to adhere to these Terms & Conditions may result in the consumer being refused entry to the centre or removed from the area. These Regulations are for the benefit of all visitors and will be strictly enforced.

### 4 Care and Supervision

- 4.1 Children aged 12 and under must be actively supervised by a parent or guardian at all times whilst at the centre.
- 4.2 Rabbit Hole is a recreational service provider only. Caring services will not be provided by Rabbit Hole, its employees or agents in any circumstances.
- 4.3 Children must be accompanied and supervised by an adult who is at least 18 years old and is capable of providing reasonable supervision and care to children.
- 4.4 Parents and guardians are required to actively supervise their children at all times
- 4.5 In the interests of safety and for your enjoyment, we also recommend that you apply the following minimum child to adult ratio when visiting:
  - i. Children under 5 years: 1 adult to 3 children
  - ii. Children 5 – 8 years: 1 adult to 6 children
  - iii. Children 9 – 15 years: 1 adult to 10 children
- 4.6 The accompanying adult/carer is responsible for the safety of their children and must not leave their children unattended in the premises at any time, even if their children are attending classes provided by Rabbit Hole.
- 4.7 Parents or guardian must accept all responsibility and liability for children in their care.
- 4.8 Staff Areas are public prohibited areas. No entry is granted to the public in any circumstances unless authorised by Rabbit Hole.
- 4.9 In the unlikely event of an emergency, the accompanying adult/carer must, and ensure that children in their care must, follow instructions given by Rabbit Hole, its employees and agents.
- 4.10 You agree that children under the age of 18 and/or Customers who have a mental or medical condition or disability (collectively referred to as 'Children' for the purpose of this clause 10) must be accompanied and closely supervised by an adult at all times. Where you are responsible for the Children, you agree to be bound by these terms and conditions on their behalf and you will closely and directly care and supervise them at all times.
- 4.11 Unnecessary noise (such as that from the use of radio sets and other electrical equipment), or any behaviour likely to cause annoyance/disturbance to other visitors and/or animals or confusion of any kind is not permitted in any part of the centre.

## 5 Hygiene

- 5.1 Consumers agree to maintain a hygienic environment in the following ways:
- I. to wear socks at all times when on the Premises;
  - II. to sanitise hand before and after play;
  - III. ensure that Consumers who are in your care and custodian will perform the same.
  - IV. In the event that Consumers are ill, nauseous or suffering from any form of injury (regardless of the extent of illness or injury), Consumers agree to cease all recreational activities and exit the Premises immediately.
- 5.2 Shoes must be taken off prior to entry onto the Premises. Socks must be worn at all times whilst on the Premises. These rules apply to both adults or carers and children.
- 5.3 Nappies must be changed in the facilities provided.
- 5.4 Guests are required to notify staff immediately if an area requires cleaning or sanitisation

## 6 Health and Safety

- 6.1 Consumers acknowledge that performing recreational activities may cause a dangerous situation.
- i. By participating in the recreational activities provided by Rabbit Hole, Consumers assume responsibility for observing safety policies, rules, notices and warning signs displayed whilst on the Premises.
  - ii. Consumers must comply with safety directions provided by Rabbit Hole, their officeholders and representatives whilst on the Premises.
- 6.2 Consumers guarantee they understand the scope, nature and extent of associated risks when participating in recreational activities. Such risks include: contraction, aggravation or acceleration of a disease, physical or mental injury, and/or death.
- 6.3 For the health and safety of other children, Rabbit Hole may request children who are suffering from any form of illness and the accompanying adult/carer to leave the premises. No refund will be issued.
- 6.4 Consumers agree not to visit Rabbit Hole if they have experienced vomiting or diarrhoea in the last 48 – 72 hours.
- 6.5 In case of injury, sickness or nauseousness, the accompanying adult or carer and their children must leave the premises and seek medical assistance immediately. No refund will be issued.
- 6.6 Upon entering the Premises, Consumers acknowledge and agree that they are granted a non-exclusive license to use the equipment in the Rabbit Hole. Consumers must not cause any damage to equipment. In the event that damage is caused to the equipment, Consumers agree to make payments towards their repair, or alternatively, their replacement.
- 6.7 Rules and signs exhibited throughout the Premises must be complied with strictly at all times. The accompanying adult or carer must monitor their children and ensure that such rules and signs including the Conditions of Entry are being complied with. Children must play in their age and height appropriate areas under the supervision of their accompanying adult or carer.
- 6.8 Patients with medical conditions are responsible for assessing whether or not they can participate. You must seek medical advice if uncertain.

## **7 Victorian Public Health Orders & COVID Special Conditions**

- 7.1 Rabbit Hole is committed to the safety of staff and patrons. To ensure your safety, Rabbit Hole will follow special conditions as directed in the Victorian Public Health Emergency Order in response to the global coronavirus (COVID-19) pandemic. These orders change from time to time with updates displayed throughout the centre. Should there be any inconsistency between information published on our website or display signs, please refer to Victorian Public Health Emergency Order for latest directions.
- 7.2 Rabbit Hole reserves the right to change procedures and requirements for entry. Terms of entry may change from time to time based on Victorian Public Health Order directions.
- 7.3 Rabbit Hole asks that every visitor make a reasonable assessment of their own health status before attending the Centre.
- 7.4 You must notify Rabbit Hole immediately if you develop any symptoms of COVID-19 within 14 days of attending the Centre. Please contact us via details as per Clause 3.9.1

## **8 Dress Appearance and Behaviour**

- 8.1 When visiting the centre, the consumer agrees to obey requests and instructions from staff, comply with all the signs, behave appropriately; and wear appropriate attire at all times
- 8.2 Children should wear comfortable and stretchy clothing when using the facilities. Rabbit Hole may refuse children wearing items of clothing susceptible to risk (such as long skirts or clothing with sharp items) from using the facilities. No refund will be issued.
- 8.3 Rabbit Hole reserves the right, in its absolute discretion, to refuse admission to the centre, ban from entry to the centre or remove from the centre any person who:-
  - I. Has been convicted of a criminal offence, which, in the opinion of Rabbit Hole, is likely to affect the enjoyment of other visitors;
  - II. Has behaved in the premise in a manner, which, in the opinion of Rabbit Hole, has, or is likely to affect the enjoyment of other visitors
  - III. Uses threatening, abusive or insulting words or behaviour or in any way provokes or behaves in a manner, which may provoke a breach of the peace.
  - IV. Does not follow the written or verbal safety instructions or behaves in a manner which may endanger the safety of the individual or other visitors in the centre.
- 8.4 Behaviour by consumers which in the Rabbit Hole's opinion affects the likely enjoyment or safety of staff and/or consumers, or discriminatory words or language, or causes damage to the centre's property, equipment, play structures, safety systems (including CCTV) or fabric of any facility or equipment will be escorted from the premise immediately without warning. No refund will be issued.

## **9 Pets**

- 9.1 No pets, with the exception of guide and assistance dogs are permitted into this premise.

## **10 Smoking**

- 10.1 For the health and enjoyment of children, smoking is strictly permitted anywhere within the premise or within four metres of the entrance to ensure that children can enter and leave the centre without being exposed to harmful second-hand smoke. We kindly ask that all guests respect the non-smoking regulation. E-Cigarettes are included in these restrictions.



## **11 Alcohol and Illegal Substances**

- 11.1 Consumers agree not to enter the Premises if they are under any influence of alcohol, drugs (regardless the degree of influence) or are suffering from any form of infectious disease (regardless of the degree of infectiousness).
- 11.2 The use of illegal substances is strictly prohibited and any persons found possessing, using or who appear to be under the influence of illegal substances will be refused admission or escorted from the premise without any right to a refund.

## **12 Parking**

- 12.1 Vehicles are parked at the owners' risk. We take no responsibility for damage caused to any vehicle using the car park and no guarantee is given as to the security of guests' vehicles in the car park or any contents.
- 12.2 Motor Vehicles may be parked in the unrestricted car park at own risk. This car park is shared with other tenants and users of the Braybrook Shopping Centre.
- 12.3 The carpark is privately owned and managed by a third party other than Rabbit Hole. Consumers must note third party terms and conditions including time limit when parking.

## **13 Security**

- 13.1 To prevent offensive weapons or dangerous articles from being taken into the premise, visitors are admitted to the premise subject to a condition that, if requested to do so, they will allow themselves to be searched. It is prohibited to bring into the centre any weapons, fireworks, smoke bombs, glass bottles or other articles, which may cause injury. The throwing of any article, which could cause injury or annoyance is strictly prohibited. Rabbit Hole reserves the right to inspect any bags or other goods in your possession or your locker immediately upon request.
- 13.2 CCTV cameras are used to assist in the proper running of the centre. However, we do not make any representation as to the extent of coverage provided by the cameras. All items, belongings and other property brought into the centre by guests are at their own risk and Rabbit Hole accept no liability for any loss or damage to such property. As such, we recommend that guests do not bring valuables to the centre.

## **14 Lost Property and Personal Belongings**

- 14.1 Provision of lockers are provided at the centre for secure storage at cost.
- 14.2 Rabbit Hole assumes no responsibility for any lost items or property stolen from Shoe Hub Storage or from lockers.
- 14.3 Lost property must be reported to Rabbit Hole by telephone or email (Refer to Clause 3.8.1 for contact details). If you have made contact and your item is found, Rabbit Hole will be in touch to arrange collection of the item.
- 14.4 Claimed property must be picked up in 14 days. After this period, if the item is not collected, Rabbit Hole will donate items to charity
- 14.5 Unclaimed lost property and any items left behind in Locker Storage will be stored for 14 days. After this period, if the item is not collected, Rabbit Hole will donate items to charity. Rabbit Hole accepts no responsibility for items lost on premises or left behind in Locker Hire.
- 14.6 Rabbit Hole will attempt to notify customers to arrange pick up within 14 days. Beyond this period, Rabbit Hole has the right to deal with any personal property left in the locker in any manner in its own discretion.
- 14.7 Rabbit Hole reserves the right to inspect lockers without notice.
- 14.8 Customers who forget to return key on exit must return key to centre within 7 days.



14.9 Rabbit Hole is authorised to remove personal property left in the lockers after expiration of the key return date.

## 15 Communication

15.1 Rabbit Hole welcomes feedback from consumers, and strongly recommends that any consumer with queries, feedback or requiring further assistance speaks with a member of the Rabbit Hole team during their visit. Feedback or queries following a visit, should be emailed in the first instance to the contact details as inserted in Clause 3.8.1.

## 16 Rights and Indemnities

- 16.1 Use of equipment is at Consumers' own risk. The accompanying adult/carer agrees not to hold the Suppliers liable for any claims, actions, suits, demands, costs and/or expenses (including legal costs and expenses) arising out of the incorrect use of equipment caused by negligence of that accompanying adult/carer or that of a child in their care, or by negligence of any person whatsoever.
- 16.2 Rabbit Hole reserves all right and may refuse entry of any person into the Premises at their sole discretion.
- 16.3 Personal belongings not placed in secured storage lockers area will be placed at own risk. The Suppliers will not assume liability for any lost or stolen items placed within the premises. Lockers are available.
- 16.4 The accompanying adult/carer agrees to indemnify Rabbit Hole, its employees and agents against any loss or liability, cost, expense or damage arising from or in relation to the entry of themselves and of any children in their care.
- 16.5 Refer to Clause 2.

## 17 Intellectual Property

- 17.1 Consumers acknowledge and are aware that logos, ticketing system and facilities of Rabbit Hole are intellectual properties of Rabbit Hole and Rabbit Hole's licensors and are protected by copyright and other intellectual property rights ("**Proprietary Content**").
- 17.2 Consumers agree that they will not use the Proprietary Content, information or materials other than for the performance of recreational activities or in any manner that infringes the intellectual property rights of Rabbit Hole or of a third party. No portion of such Proprietary Content may be reproduced in any form or by any means. Consumers agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on such Proprietary Content in any manner. Consumers further agree they will not exploit such Proprietary Content in any unauthorised way.
- 17.3 Consumers agree not to use such Proprietary Content to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any party. Consumers agree that Rabbit Hole is not to be held responsible for such use by Consumers.



## TICKETING

### 18 All Tickets

- 18.1 A **General Entry Admission** entitles admission during normal operating hours and will include entry to most, but not all, areas of attraction (you must pay independently for all food, beverages, rock climbing, lockers and merchandise).
- 18.2 A 15% surcharge on general entry admission and café purchases applies on all Public Holidays
- 18.3 Tickets available may range from **all-day-play** to **sessional play**. Tickets are valid for the session time or day purchased as stated **per ticket confirmation or summary**.
- 18.4 Tickets are non-refundable. Tickets can be exchanged to another date (session of same value) provided notice and change of date is received by Rabbit Hole at least 24 hours prior the start of session time indicated on the ticket.
- 18.5 If a date is not available for re-booking, Rabbit Hole will provide a Gift Voucher for use on your next visit.
- 18.6 Rabbit Hole reserves the right to alter trading hours without notice.
- 18.7 Ticket prices are per person, inclusive of GST and are valid for a single day use only or one redemption on a Five Day Fun Pass ticket purchase.
- 18.8 Five Day Pass and All-In-One Tickets are valid for the duration of 12 months from the date of purchase unless otherwise stated
- 18.9 The Supplier is not responsible for lost, stolen or misplaced tickets and no refunds will be given under these circumstances.
- 18.10 Tickets are non-refundable and not redeemable for cash.
- 18.11 Tickets cannot be on-sold to another party for re-sale. If tickets are found on online sales websites (such as but not limited to Gumtree & Facebook Marketplace) the tickets will be cancelled and not refunded.
- 18.12 By making a ticket purchase you agree to the Rabbit Hole Kids Playcentre Conditions of Entry (Clauses 4 – 16).
- 18.13 Government issued disability card must be presented upon entry for disability discounted tickets.
- 18.14 Consumers agree that a ticket of entry may be used once only on the exception of Five Day Passes. Multiple entries on the same day may be permitted if the Supplier, their officeholders and/or representatives are satisfied that there is a reasonable justification for it.
- 18.15 In the event that a ticket is purchased from the Supplier and Consumers no longer wish to use it, Consumers may not apply for a refund but may transfer the ticket to another person ("**Transferee**") without any commercial gain or purpose. The Transferee will be bound by the same terms and conditions as the original Consumer.

- 18.16 Rabbit Hole reserves the right to change terms and conditions at any time without notice.
- 18.17 Rabbit Hole visitor numbers are capped to prevent overcrowding. Entry is on a first come, first served basis. Should the Supplier reach capacity no further entries will be permitted regardless of ticket or pass type.
- 18.18 Admission ticket prices are shown in Australian Dollars. Any purchase you make will be charged in Australian Dollars. You are solely liable for any currency conversion fee charged by your credit card provider.
- 18.19 The price of Tickets may vary from time to time and the prices advertised are not guaranteed
- 18.20 From time to time, the Rabbit Hole may issue Tickets under special promotions ("Promotional Tickets") but Promotional Tickets will be available subject to availability and subject to any terms and conditions affecting the particular promotion.
- 18.21 Rabbit Hole may close areas and/or whole of premises on a permanent or temporary basis due to safety, refurbishment, maintenance activity, capacity, special events or other reasons. Any extensions to the life of your ticket/pass or refunds as a result of limited visitation, suspension, premises or area closure are not allowed.
- 18.22 Pricing of tickets may change from time to time. Published brochure ticket as per Ticket Office display, online booking or confirmation of booking shall be used when there are inconsistencies.
- 18.23 Rabbit Hole assumes no responsibility for any errors or omissions in the content of the Website or Social Media communication.

## **19 Age Regulations**

- 19.1 All adults and children aged 1 year and under are free of charge.
- 19.2 A person aged 3 to 15 years is classed as a child.
- 19.3 A person of 16 years or older is classed as an adult.
- 19.4 No child or children aged 15 or under will be admitted to the premise unless they are accompanied by an adult who shall be 18 years or over and such child or children whilst on site must remain under the control or supervision of an adult at all times.

## **20 Rock Climbing**

- 20.1 By purchasing a Rock Climb ticket, you understand, agree to the Waiver and Release of Liability as per Waiver Agreement. Refer to Page 1 – 3, Clauses 1-39.1
- 20.2 Rabbit Hole Staff will supervise the climb and provide a safety brief.
- 20.3 Adults are not permitted in the climbing area when staff are supervising climb.
- 20.4 The Customer agrees to follow instructions and directions by Rabbit Hole Staff. Inappropriate and unsafe behaviour as well as misuse of the climbing equipment will not be tolerated, and will result in cancellation of the climb session and ticket forfeited.
- 20.5 There is no age restriction, however there is a climber weight restriction of minimum weight 20kg and maximum weight 125kg.
- 20.6 All Customers must wait behind barricade when not climbing.
- 20.7 Food and beverages are not permitted in the climbing wall area.
- 20.8 Rock Climbing availability will be at Rabbit Hole's discretion.

## **21 Bakehaus Cooking Studio**

- 21.1 Participation in all cooking classes or workshops at Rabbit Hole Bakehaus is solely at own risk. The Consumer understands that there are risks inherent in cooking and eating the food prepared, including but not limited to, slips, falls, cuts, burns, choking, food allergy reactions and other accidents and injuries that may arise from the activity of cooking and eating the food prepared in class. In consideration for the Child being permitted to attend and participate in Bakehaus Cooking class(es) and any of the activities that are or might be associated with Bakehaus, the Consumer agrees to waive, release and discharge Rabbit Hole, its its instructors and employees of all lawsuit claims.
- 21.2 Customers are required to submit a registration, understand and agree to Waiver conditions as outlined in Bakehaus Cooking Studio Partipation Waiver Form upon confirmation of ticket purchase.
- 21.3 Bakehaus tickets are non-refundable. Tickets can be exchanged to another date, provided notice and change of date is received by Rabbit Hole at least 24 hours prior the start of session time indicated on the ticket

## **22 All-In-One Fun Pass**

- 22.1 An All-In-One Fun Pass must be used within 12 months from the date of purchase (failing which it will be deemed void and not able to be used) and is valid for a single use only.
- 22.2 Ticket entitles one person entry on a single occasion and includes access to all play spaces, 15 minutes of rock climbing and Rabbit Hole grip socks
- 22.3 Valid on standard trading days only from Monday to Friday including public holidays and excludes special trade and special events.

## **23 Five Day Fun Pass**

- 23.1 Ticket entitles one general entry per individual card holder person on a single occasion and excludes rock climbing.
- 23.2 Valid for 5 visits from time of purchase and can be used on any day including weekends and public holidays.
- 23.3 Ticket is valid for 12 months from date of purchase. Redemptions must be made within the 12 months of purchase.

## **24 Weekday Play Date or Parents' Group Pass**

- 24.1 Valid for a minimum booking of 5 or more children with accompanying adults during standard trading hours from Monday to Friday only. Booking is essential. Refer to Clause 3.9.
- 24.2 Ticket include weekday general entry only and can not be used during school holidays and public holidays.
- 24.3 Table reservation through telephone booking only. Refer to Clause 3.9 for contact details.

## **25 Purchase of Tickets on Behalf of a Third Party**

- 25.1 Consumers have permission to purchase tickets for themselves, and/or for another person ("Third Party"). Where Consumers purchase tickets for another person, they will be referred to as the Direct Consumer.

25.2 In the event where the Direct Consumers purchases a ticket, or tickets, or access product for use of the recreational activities on behalf of a Third Party, the Direct Consumer and the Third Party agree that the Direct Consumer makes that purchase of the ticket as the Authorised Agent of the Third Party. Therefore, the Third Party is also bound by these conditions.

## **26 Promotion Tickets and Discounts**

### **26.1 Small Ideas**

- I. Purchase of Small Ideas Promotional Ticket includes 20% discounted entry on General Admission Tickets with one free hot drink in size Small cup.
- II. Valid weekdays including school holiday.
- III. Not valid on Public Holidays
- IV. Presentation of Small Ideas membership required on entry.
- V. Redemption of free hot drink is for standard size Small cup only upon presentation of ticket purchase receipt at café counter. Variations such as soy milk, flavour will incur additional cost.

### **26.2 My Mummy Melbourne**

- I. Purchase of Small Ideas Promotional Ticket includes 20% discounted entry on General Admission Tickets with one free hot drink in size Small cup.
- II. Valid weekdays including school holiday.
- III. Not valid on Public Holidays
- IV. Presentation of Small Ideas membership required on entry.
- V. Redemption of free hot drink is for standard size Small cup only upon presentation of ticket purchase receipt at café counter. Variations such as soy milk, flavour will incur additional cost.

### **26.3 Siblings Discount**

- I. A 5% discount can be redeemed for General Admission Entry for 3 siblings from the same family.
- II. A 10% discount can be redeemed for General Admission Tickets for 4 or more from the same family.
- III. Tickets must be purchased in one transaction.

### **26.4 Complimentary Return Passes**

- I. A Complimentary Return Pass entitles the bearer to one General Admission
- II. Ticket is valid for 12 months from date of issue.
- III. Redemptions must be made within the 12 months of issue.

## 27 Gift Cards - Terms of Use

- 27.1 Rabbit Hole Gift Cards may be in the physical printed card or electronic e-gift email (with barcode) form.
- 27.2 The minimum gift amount is \$15.00. The maximum gift amount is \$500.
- 27.3 The Gift card may be used to purchase tickets, merchandise, food and beverages; and towards party bookings but is not redeemable for cash nor can you obtain any cash advance using the Gift Card.
- 27.4 Gift card cannot be used in conjunction with another special offer or promotion unless stated.
- 27.5 Presentation of physical card or electronic e-gift email (barcode) allows redemption of the Gift Card balance at Point of Sale.
- 27.6 E-Gift cards purchased are dispersed with the order confirmation number and recipient name. Rabbit Hole reserves the right to check identification of the recipient or the parent or guardian (if the recipient is a minor), and that it matches the recipient(s) name as provided in the confirmation order or purchasing receipt.
- 27.7 Physical gift cards can be purchased directly in store. Any additional cost exceeding the value of this voucher will be paid by the redeemer. There is a shipping cost of **\$5.55** for physical cards to be posted using AusPost Registered Post, if purchased over the phone. Gift card orders placed before 2pm will ship within 1-2 business days.
- 27.8 If the Gift Card is defaced, mutilated, altered, lost or stolen it will not be replaced, refunded or redeemed. Gift Cards have cash value and should be safeguarded accordingly. If you suspect that someone has copied or stolen your Gift Card, please contact our Customer Service Team via telephone (03) 8657 2638 immediately.
- 27.9 A Gift Card will only be reissued if it is proven to be faulty or damaged as a result of the production process or otherwise due to the fault of Rabbit Hole Kids Playcentre, its agents or contractors
- 27.10 The Gift Card must be used within 3 years from the issue date shown on back of card (physical gift card) or confirmation purchase receipt (e-Gift card). Gift cards where the date is more than 3 years from issue date will be deemed void and cannot be used. Any unused balance upon expiry cannot be refunded or credited. The Gift Card cannot be reloaded (i.e. value cannot be added to it).
- 27.11 Once your Gift Card has reached its Expiry Date, any unspent value cannot be used or Redeemed by you. Un-used balance at the time the gift card expires will not be refunded or credited under any circumstances. There is no service fee for unused balances on the Rabbit Hole Gift Card.
- 27.12 Gift cards cannot be reloaded. No change will be given but the balance can be applied to any purchases. It is up to the gift card holder to redeem the full value before the card expires. Gift Card balance can be checked by a Rabbit Hole Team member by scanning e-Ticket at Point of Sale or alternatively the customer can contact the Customer Service team via contact details as per Clauses 3.8.1 and 3.9.1.
- 27.13 Any purchase that you wish to make that exceeds the available balance of the Gift Card shall require you to pay the difference by another payment method e.g. cash or credit card.
- 27.14 The Gift Card may not be resold nor is it refundable unless required by law.
- 27.15 Use of the Gift Card constitutes acceptance of these Terms and Conditions. Rabbit Hole reserves the right to change these Terms and Conditions at any time in its discretion without notice.



## FOOD & BEVERAGES - CAFE

- 28 It is the Consumer's responsibility to inform Rabbit Hole staff of any food allergies and/or dietary restrictions. Rabbit Hole staff will make all efforts to accommodate and act with due care in accordance to Food Safety Standards.
- 29 Rabbit Hole makes every attempt to identify all ingredients in their recipes. Every effort is made to instruct our kitchen and cafe employees on the severity of food allergies. In addition, we label recipes with possible allergen-containing ingredients; however, there is always a small risk of contamination.
- 30 Rabbit Hole shall not be responsible or liable, under any circumstances, for any illness or health problem that may result from the consumption of its prepared foods, meals, services, or other products.
- 31 Nuts must not be consumed on the Premises.
- 32 Birthday Cakes or Cupcakes are not permitted in the common area. Birthday Cakes can only be permitted within party rooms with a purchase of a party package.
- 33 Birthday Cakes or Cupcakes for consumption (with purchase of party package) must be nut free. Rabbit Hole has a ban on any cake containing Durian, under no circumstances is any product with Durian allowed on the premises
- 34 Outside food and drink are not permitted with the exception of drink bottles and baby food.
- 35 Rabbit Hole assumes no responsibility or liability for services offered by our Third Party Service Providers. You agree to release Rabbit Hole of all responsibility and liability of all products and services provided by our Third Party provider. If you do not agree to this, please do not engage these services.
- 36 Rabbit Hole recommends pre-notification and pre-ordering of foods prior to your visit. This will ensure we can accommodate your needs.





## MERCHANDISE STORE

### 37 Toys & Lolly

- 37.1 Customers must All products supplied by Rabbit Hole are third-party products and subject to the warranties and representations of the applicable manufacturers. Accordingly, Rabbit Hole makes no representation or warranty with respect to the quality of products sold or its fitness for purpose.
- 37.2 Customers agree that when purchasing merchandise from Rabbit Hole, they are solely responsible for selecting goods age-appropriate and suitable for their use. Rabbit Hole will not be held responsible for injuries and damages that may arise from their purchase.

### 38 Returns & Refunds

- 38.1 Item(s) must be returned with 14 days of purchase **with corresponding proof of purchase.**
- 38.2 Item (s) must be in original packaging, including all accessories and instruction manuals.
- 38.3 Item (s) is in a saleable condition i.e. unworn, unopened, unused and in original condition.
- 38.4 Change of mind purchases will be provided with a store credit in the form of a Gift Voucher. Item must be meet criteria in Clauses 38.1 – 38.3.

### 39 Faulty Items

- 39.1 Rabbit Hole will meet our obligations in accordance with your rights as a customer under the Consumer Guarantees Protection/ACCC for any faulty items. For more information please visit, [accc.gov.au/consumers](http://accc.gov.au/consumers).
- 39.2 Rabbit Hole will accept faulty product returns and provide you with an exchange, credit note, refund or repair if product is deemed faulty by manufacturer.



## BIRTHDAY PARTIES (PACKAGE)

All party bookings and entry to Rabbit Hole is subject to acceptance of these terms and conditions together with the standard terms and conditions of entry (where applicable).

### 40 Party Packages

- 40.1 A minimum of 10 guests including birthday child required for all party packages.
- 40.2 One child admitted per invitation.
- 40.3 Adults are not included in the package. We provide limited seating for adult guests.
- 40.4 Party guests for children under 1 years of age are free of charge.
- 40.5 Maximum of 50 guests permitted per birthday party (total guests include birthday child, paying children, parents/guardians and additional guests).
- 40.6 Party inclusions and package components cannot be substituted.
- 40.7 Includes exclusive use of a single room for a duration of 1 hour and 30 minutes based on the size of birthday party (size includes total number of participants including birthday child and paying children). Additional terms and conditions apply for extension and additional room bookings, please refer to Clause 43.9 for further details.
- 40.8 A surcharge of 15% applies on all Public Holidays.

### 41 Party Package Type Inclusions

#### 41.1 Gold Party Package

- 10 children including Birthday Child with each additional child at extra cost
- Invitations for number of party guests
- Exclusive use of function room for 1.5 hours with a dedicated party host for the room duration
- Access to play area
- Rabbit Hole grip socks for party guest paid in package
- Mini showbag for each party guest paid in package
- Choice of 15-minutes climbing time or a complimentary General Entry Pass for each child
- Visit from the Rabbit Hole crew (mascot appearance) for 15 minutes
- Choice of two food options as outlined in brochure. (Clause 90)
- Special Rabbit Hole gift for Birthday Child
- General Entry day pass for the Birthday Child for return visit

#### 41.2 Silver Party Package

- 10 children including Birthday Child with each additional child at extra cost

- Invitations for number of party guests
- Exclusive use of function room for 1.5 hours with a dedicated party host for the room duration
- Access to play area
- Rabbit Hole grip socks for party guest paid in package
- Mini showbag for each party guest paid in package
- Special Rabbit Hole gift for Birthday Child
- 5x General Entry Pass for Birthday Child for return visit
- Choice of two food options served as outlined in brochure. (Clause 90)
- One-day pass for the birthday kid for the next visit

#### 41.3 **Bronze Party Package**

- 10 children including Birthday Child with each additional child at extra cost
- Invitations for number of party guests
- Exclusive use of function room for 1.5 hours with a dedicated party host for the room duration
- Access to play area
- Rabbit Hole grip socks for party guest paid in package
- Mini showbag for each party guest paid in package
- Special Rabbit Hole gift for Birthday Child
- 5x General Entry Pass for Birthday Child for return visit
- Choice of two food options served as outlined in brochure. (Clause 90)
- One-day pass for the birthday kid for the next visit

#### 41.4 **Bakehaus Premium Package**

- 10 children including Birthday Child with each additional child at extra cost
- Minimum 10 children per party booking (even with less than 10 children, the package for 10 is paid)
- Maximum 15 children per booking
- Invitations for number of party guests
- Exclusive use of Bakehaus for 1.5 hours with a dedicated Cooking Instructor for the room duration
- Access to play area
- Rabbit Hole grip socks for party guest paid in package
- Mini showbag for each party guest paid in package
- Chef hat and apron for each child
- Special Rabbit Hole gift for Birthday Child
- Return pass for Birthday Child
- Visit from Cooking Mascot for photo with Birthday Child
- Choice of two food options served as outlined in brochure. (Clause 90)

41.5 Participation in Bakehaus cooking classes or workshops at Rabbit Hole Bakehaus is solely at own risk. The Consumer understands that there are risks inherent in cooking and eating the food prepared, including but not limited to, slips, falls, cuts, burns, choking, food allergy reactions and other accidents and injuries that may arise from the activity of cooking and eating the food prepared in class. In consideration for the Child being permitted to attend and participate in

Bakehaus Cooking class(es) and any of the activities that are or might be associated with Bakehaus, the Consumer agrees to waive, release and discharge Rabbit Hole, its instructors and employees of all lawsuit claims.

#### 41.6 **Disco Premium Package**

- 10 children including Birthday Child with each additional child at extra cost
- Invitations for number of party guests
- Exclusive use of function room for 1.5 hours with a dedicated party host for the room duration
- Access to play area
- Rabbit Hole grip socks for party guest paid in package
- Mini showbag for each party guest paid in package
- Special Rabbit Hole gift for Birthday Child
- 5x General Entry Pass for Birthday Child for return visit
- Choice of two food options served with chips as outlined in brochure. Clause 90.
- One-day pass for the birthday kid for the next visit

### 42 **Party Package Pricing**

- 42.1 All prices are subject to change without notice and are not guaranteed, except prices for bookings that have been accepted and confirmed by Rabbit Hole.
- 42.2 All advertised published prices are in Australia Dollars and includes GST.
- 42.3 Should there be any inconsistency in pricing published on other platforms, pricing on website shall be used as a reference point.

### 43 **Party Confirmation**

- 43.1 Food selection and final numbers must be confirmed 7 days prior to your booking.
- 43.2 Guestlist of children attending is to be provided by Wednesday prior to your party date, along with final payment.
- 43.3 You are welcome to make changes to your booking up to 7 days prior to the event, or before the cut off time for food ordering on Tuesday at 2pm. Numbers cannot drop below 10 children per party. Please note there is an additional charge per child for extra guests above 10 children.
- 43.4 Bookings must be made a minimum of 14 days in advance of the party date
- 43.5 You confirm and accept all Rabbit Hole's General Terms and Conditions and Waiver of Rights when you confirm the booking with a payment deposit.
- 43.6 All efforts will be made by Rabbit Hole to make contact for confirmation. Rabbit Hole will not be held responsible for Consumers who cannot be contacted to confirm booking if all efforts have been made. The Booking will be considered cancelled and deposit will be forfeited.

### 44 **Payments**

- 44.1 A \$100 deposit required at the time of booking.
- 44.2 Final payment of your party package and any other charges must be paid by **Wednesday** in the week of the party. Failure to make final payment may result in cancellation of the event.

- 44.3 All party packages are priced for 10 children including the birthday child. Any extra guests are at additional cost. Refer to party package pricing schedule.
- 44.4 Drinks tab must be closed and the remaining balance of the account must be paid in full at the end of the 1.5-hour party room service.
- 44.5 Any extra guests not on the guestlist will be charged the general entry fee.
- 44.6 Birthday bookings made on public holidays will incur a 15% surcharge.
- 44.7 Payments are final and cannot be refunded for cancelled parties or for any 'no-show' guests.
- 44.8 Payment is regarded as acceptance of these terms and conditions.

#### 45 Cancellations

- 45.1 Should you wish to postpone your party date for any reason, we do require **7 days notice** ahead of the day, to avoid charges.
- 45.2 Please note that all deposits are **non-refundable** and will be forfeited upon cancellation.
- 45.3 If your booking is unable to go ahead due to restrictions related to COVID-19, you will have the option to reschedule to a later date. Bookings can be moved to any time within 12 months and any deposits will be held as a credit.
- 45.4 If cancellation for a booking occurs **before** the **cut off time for food ordering**, your party deposit of \$100 will be forfeited.
- 45.5 If cancellation for a booking occurs **after** the **cut off time for food ordering**, you will be charged full price of all platters ordered .
- 45.6 Refunds or credit will not be given for any 'no show' guest on the day including reasons related to COVID.
- 45.7 Refer to Food & Drinks (Clause 46) for the cut off time of food ordering.

#### 46 Food & Drinks

- 46.1 Food selection must be submitted via the online form **'Birthday Party Detail Follow Up'**.
- 46.2 Food orders close **2pm every Tuesday**. Any orders placed after 2pm is not guaranteed.
- 46.3 Adult platters must be pre-ordered by the closing date.
- 46.4 Rabbit Hole is a no BYO food/drink venue, if you have guests with allergies please let us know when making your booking
- 46.5 Unlimited water and cordial are provided to the number of paid guests during the **1.5 hour party service only**. Service does not exceed when the party moves to the general floor reserved tables. Food and drinks must be ordered from café when the room service of 1.5 hours has ended.
- 46.6 Birthday cakes are not to be served in the general area, on the exception of Bakehaus parties.
- 46.7 All birthday cakes must be NUT FREE and not contain durian.
- 46.8 Alcoholic drinks are strictly not allowed on premises.
- 46.9 It is the Consumer's responsibility to inform Rabbit Hole staff of any food allergies and/or dietary restrictions. Rabbit Hole staff will make all efforts to accommodate and act with due care in accordance to Food Safety Standards.
- 46.10 Rabbit Hole reserves the right to substitute items on menu or party platters based on supplier availability.

## 47 General

- 47.1 Party inclusions and package components cannot be substituted.
- 47.2 The number of printed invitations supplied is based on tentative number of guests provided at time of booking.
- 47.3 It is recommended you bring your own containers if you wish to take away food and cake. Supply of plastic containers are with additional cost.
- 47.4 All outside entertainment needs to be approved by management.
- 47.5 Access to the party room for decoration is 15 minutes prior to the scheduled party time. We do not provide earlier access.
- 47.6 Rabbit Hole does not have space to store items until the party room opens.
- 47.7 All parties must start & finish at designated times. Rabbit Hole understand that circumstances can occur, Rabbit Hole cannot guarantee the Consumer or their guests a complete birthday party if any guests in the group arrive late. Extension of party time may not be granted due to timing constraints as there may be other parties scheduled at the completion of the party booking.

## 48 Party Decorations

- 48.1 Only Blu tac can only be used on walls
- 48.2 Helium balloons will need to be tied down with an appropriate weighty object
- 48.3 Glitter, sparkles, glassware, confetti or balloons filled with confetti and piñatas are not permitted
- 48.4 Rabbit Hole assumes no responsibility or liability for services offered by our Third Party Service Providers. You agree to release Rabbit Hole of all responsibility and liability of all products and services provided by a Third Party provider. If you do not agree to this, please do not engage these services.
- 48.5 Any damages made by Third Party Service, you agree that you will bear the costs of repair.

## 49 Reserved Tables

- 49.1 At the completion of the party, guests are welcome to move to the general floor area to continue to play. **Rabbit Hole will reserve a table for an extra 90 minutes. After this time, you will be required to find a table and move elsewhere** so that the next party can accommodate the reserved space. Unfortunately, Rabbit Hole cannot provide a table for any longer amount of time however will always do their best to accommodate further needs.
- 49.2 Food and drinks are to be ordered from café once moved into reserved tables.
- 49.3 Further table service will not be provided including jugs of cordial and water.

## 50 Party Room, Group Sizes and Party Rooms

- 50.1 Minimum of 10 guests including birthday child per booking
- 50.2 Our party rooms have a maximum seated capacity for children. Please ensure accompanying adult guests do not exceed beyond what can be reasonably accommodated. If the total guest number exceeds capacity within the room, extra adults will be asked to move out into the general area.
- 50.3 Rabbit Hole reserve the right to refuse extra party guests if the party booking has reached the maximum room capacity. This is a legal requirement for safety reasons.

- 50.4 Party rooms are allocated based on group size. Requests for a particular party room may be made, but we cannot guarantee its availability. *Please note our party rooms Bounce and Croc require a minimum of 20 children.*
- 50.5 Additional party rooms can not be provided for unexpected children arriving on the day that exceed the party room capacity. If you believe that your booking may exceed the number initially booked, please email us to request that we hold additional space for you. We can then confirm whether this is possible or not. If not, we can discuss alternative party dates/times to accommodate your request. Failure to do so may result in disappointment, particularly where we cannot increase your party number to the desired amount.
- 50.6 For parties of up to 10 children, there is a total of 10 rooms across two levels within the venue and offers a semi-private space for birthday party guest. Standard party rooms consist of 2 tables (2m x 1m) that seats a maximum of 10 per table. For large rooms such as Bounce and Croc - 3 tables are provided that can accommodate a total of 30 seated children.

| Room                           | Size                 | Location | Colour       | Maximum Capacity <sup>(a)</sup> | Seated Children <sup>(b)</sup> | Dimensions (w x l) |
|--------------------------------|----------------------|----------|--------------|---------------------------------|--------------------------------|--------------------|
| Fly                            | 22.86 m <sup>2</sup> | Ground   | Green        | 40                              | 20                             | 3.99mx5.73m        |
| Splash                         | 26.65 m <sup>2</sup> | Ground   | Pink         | 40                              | 20                             | 4.65mx5.73m        |
| Royal                          | 23.72 m <sup>2</sup> | Ground   | Yellow       | 40                              | 20                             | 4.51mx5.26m        |
| Blast                          | 23.41 m <sup>2</sup> | Ground   | Green        | 40                              | 20                             | 4.45mx5.26m        |
| Croc                           | 31.62 m <sup>2</sup> | Ground   | Pink         | 50                              | 30                             | 4.55mx6.95m        |
| Bounce                         | 31.97 m <sup>2</sup> | Level 1  | Yellow       | 50                              | 30                             | 4.50mx6.95m        |
| Shell                          | 23.63 m <sup>2</sup> | Level 1  | Pink         | 40                              | 20                             | 4.50mx6.95m        |
| Space                          | 23.94 m <sup>2</sup> | Level 1  | Green        | 40                              | 20                             | 4.56mx5.25m        |
| Disco                          | 42.88 m <sup>2</sup> | Level 1  | Multi-Colour | 50                              | 25                             | 4.90mx5.90m        |
| Adjoining Room<br>Bounce/Shell | 55.60 m <sup>2</sup> | Level 1  | Pink/Yellow  | 50                              | 45-50                          | 9.10mx6.95m        |

(a) Maximum capacity includes the number of seated children and accompanying adults.

(b) Number of seats is provided for the total of children per party. Additional guests may have to stand or are welcome to use seats provided. Please note there are endless activities at Rabbit Hole and children are most likely not seated at the one time.

## 51 Covid Safe Parties

- 51.1 In the current climate we have limits on the number of guests allowed in our party rooms. We can account for party guests, plus the party child's parents, however we ask all other guests to kindly wait outside the party room
- 51.2 We are operating on a timed entry to help ensure a safe experience. Guests are welcome to stay after the party session concludes however must exit within the play time session.
- 51.3 Please maintain physical distancing and practice safe hygiene practices, including using hand sanitiser upon entry and regularly throughout the party





## PRIVATE VENUE HIRE

All Private Hire bookings and entry to Rabbit Hole is subject to acceptance of these terms and conditions together with the entire waiver and standard terms and conditions of entry (where applicable).

### 52 Private Venue Hire Inclusions

- 52.1 Exclusive use of venue outside of trading hours.
- 52.2 Access includes use of all common area play spaces including Rock Climbing and use of Disco Room
- 52.3 Flexible space with various options for set up.
- 52.4 30 minutes set up time prior to event.
- 52.5 Tables and chairs on ground floor.
- 52.6 Rabbit Hole team members on hand to assist on day.
- 52.7 Venue hire **excludes** Bakehaus and kitchens facilities for heating of food.
- 52.8 Supply of servingware is not included. This includes jugs, platters, plates, cutlery and serviettes.
- 52.9 Access to kitchen and store rooms are strictly prohibited.

### 53 Tentative Bookings

- 53.1 Tentative bookings are not confirmed until a 50% deposit is received in full along with a signed booking form.
- 53.2 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.
- 53.3 1.3 Tentative bookings may be released at the discretion of Rabbit Hole Playcentre if deposits are not paid.

### 54 Confirmation

- 54.1 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.
- 54.2 Upon clearance of the deposit payment, a confirmation letter will be sent to you and the tentative booking will then be formalised.

- 54.3 If the deposit and Registration Form are not received within time or any payment is dishonoured, Rabbit Hole Kid's Playcentre reserves the right to cancel the tentative booking, without any liability or consequence.

## **55 Attendees**

- 55.1 At the time of booking the Client shall provide details of the guaranteed minimum number of persons (adults and children) attending the Event.
- 55.2 The Customer shall confirm the expected numbers attending not less than **7 business days** prior to the Event.
- 55.3 The final headcount refers to both children and adults.
- 55.4 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.

## **56 Payments**

- 56.1 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).
- 56.2 Method of payment – Visacard, MasterCard or EFT
- 56.3 A 50% deposit is payable at the time of submitting your booking along with a Security Bond of \$500.
- 56.4 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.
- 56.5 All drinks tab are to be paid in full at the conclusion of your function.

## **57 Cancellation Policy**

- 57.1 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.
- 57.2 Rabbit Hole Kid's Playcentre reserves the right to cancel or postpone any confirmed booking within 14 days if:
- I. any payments are not made as and when requested as per this contract;
  - II. if the Function alters in any way from what was booked and confirmed;
  - III. if undue personal difficulties arise with the Customer, the Card Holder or anyone else, over the Function;
  - IV. 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;
  - V. if any arrangement or proposal for the Function is unacceptable to Rabbit Hole Kid's Playcentre; or
  - VI. if there are any double bookings. (refer to Clause 57.3)
- 57.3 If Rabbit Hole Play Kid's Playcentre cancels or postpones any confirmed booking under Clause 57.2, 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 Kid's Playcentre will refund all monies paid but will not be liable in any way for any other claim, demand or compensation.

## **58 Security Bond and/or Damages**

- 58.1 The Customer agrees to pay the Security Bond.
- 58.2 The Security Bond will be held for the duration of the Customer's event.
- 58.3 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.
- 58.4 The Security bond can be paid in the following ways:
  - I. EFT refundable upon inspection of the venue by the owner or authorised agent.
  - II. Credit card. The Customer authorises Rabbit Hole to charge the security bond and or any other charges applicable
- 58.5 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.
- 58.6 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.
- 58.7 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.
- 58.8 Rabbit Hole Playcentre reserves the right to charge up to a \$1,000 bond.
- 58.9 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.
- 58.10 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.
- 58.11 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.

## **59 Event Restrictions, Theming and Styling**

- 59.1 Rabbit Hole Playcentre cannot be hired for 16<sup>th</sup>, 18<sup>th</sup> and 21<sup>st</sup> birthday celebrations.
- 59.2 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 (Customer) responsibility to be familiar with the Smoking Management Plan and to alert guests.

- 59.3 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.
- 59.4 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
- 59.5 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.
- 59.6 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 58)
- 59.7 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.
- 59.8 No glass is permitted on the venue due to safety reasons.
- 59.9 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.
- 59.10 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.
- 59.11 We do not allow confetti or glitter filled balloons
- 59.12 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.
- 59.13 Glitter and party-poppers are not permitted.
- 59.14 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.
- 59.15 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.
- 59.16 Rabbit Hole reserves the right to not permit the affixing of decorations or any items at its discretion.
- 59.17 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 58)

## **60 Venue Access and/or Staff Requirement**

- 60.1 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 .

- 60.2 Access to the Venue is via the main entrance at Reception. Back dock entrance is a STAFF ONLY area and access is strictly restricted.
- 60.3 Rabbit Hole Playcentre will make available the venue from 6.00pm to 9.00pm on the function date.
- 60.4 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.
- 60.5 No additional fees are charged for venue hire or staffing requirements. We provide our venue and sufficient professional service staff for your event. Staff will also assist in cleaning up towards end duration of event.
- 60.6 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.
- 60.7 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.
- 60.8 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
- 60.9 A guide map indicating areas allowed for set-up is provided at time of booking. This guide is used so event set-ups do not obstruct emergency path routes to exits areas.

## **61 Health & Safety – Responsibilities**

- 61.1 Standard Rabbit Hole entry Terms & Conditions apply
- 61.2 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.
- 61.3 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 in this entire Terms & Conditions Waiver agreement.
- 61.4 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 in Conditions of Entry (Clause 4 – 17) and signage displayed at centre.
- 61.5 All guests are required to remove their shoes and wear socks before entering. All outside footwear must be stored in the designated shoe storage provided.

- 61.6 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.
- 61.7 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 58)
- 61.8 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.
- 61.9 All cables running across floors must be made safe with rubber matting
- 61.10 Emergency fire equipment including fire extinguishers and hoses must only be used in the event of an actual emergency.

## **62 Food & Beverages**

- 62.1 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
- 62.2 If the Customer is serving food and/or drinks at the Venue, you must observe all relevant food and hygiene laws and regulations.
- 62.3 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.
- 62.4 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.
- 62.5 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.
- 62.6 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.
- 62.7 The use of portable cooking appliances connected to gas bottles (BBQ) is strictly forbidden inside and outside the Rabbit Hole venue.
- 62.8 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.

## **63 Extra Cleaning**

- 63.1 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.
- 63.2 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 and disposal of large items that cannot fit in a standard commercial bin.

- 63.3 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.

#### **64 Public Surcharge**

- 64.1 A 15% surcharge is applicable on public holidays.

#### **65 External Suppliers and Vendors**

- 65.1 The Customer must seek Rabbit Hole's prior written approval
- 65.2 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
- 65.3 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
- 65.4 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.
- 65.5 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.
- 65.6 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.
- 65.7 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
- 65.8 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.

#### **66 Indemnity, Limitation of Liability and insurance**

- 66.1 The Customer and the Card Holder indemnify Rabbit Hole Kid's 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 Kid's Playcentre cannot or has not excluded under these Terms and Conditions.
- 66.2 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.

- 66.3 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.
- 66.4 Private events would be adequately covered by Rabbit Hole Kids Playcentre Public Liability Insurance
- 66.5 \$500 excess is payable in the event of any claim made by the Customer.

## **67 Privacy**

- 67.1 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](#) (Refer to Clause 85).
- 68 Whole Agreement
- 68.1 The full terms and conditions, playground and privacy policies (this entire document) should be read and understood prior to proceeding with any booking.
- 68.2 If you have any questions about these Policies, the practices of the centre, or your dealings with this website, please contact us at <mailto:bookings@rabbitholeplaycentre.com.au> or via contact information in Clause 3.8.

### **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 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 guest and for the condition of the venue, its contents and surroundings.**



## SCHOOL & EDUCATIONAL GROUPS

**69 The terms and conditions outlined in this service agreement are excerpts from the General Terms and Conditions (Waiver Agreement) and include additional conditions pertaining to Educational Group bookings. This should be read in conjunction with the Rabbit Hole Schools brochure (Clause 91 – Attachments).**

### **70 Care & Supervision**

- 70.1 Rabbit Hole is a recreational service provider only. Caring services will not be provided by Rabbit Hole, its employees or agents in any circumstances. Supervision of all students in Rabbit Hole is wholly the responsibility of the educators or carers, regardless of age and year level.
- 70.2 Educators or carers are the direct supervisors of students for the duration their visit including visits to the toilet.
- 70.3 School/organization must ensure their children and adults are easily identified as part of your group.
- 70.4 Rabbit Hole's recommended ratios of 1:3 for preschool groups, 1:5 for primary groups and 1:10 for secondary groups.
- 70.5 The accompanying educator or carer is responsible for the safety of their children and must not leave their children unattended in the premises at any time, even if their children are attending classes provided by Rabbit Hole.
- 70.6 Educators or carers must accept all responsibility and liability for children in their care.
- 70.7 In the unlikely event of an emergency, the accompanying Educators or carers must, and ensure that children in their care must follow instructions given by Rabbit Hole, its employees and agents.

### **71 Health & Safety**

- 71.1 Shoes must be taken off prior to entry onto the Premises. Socks must be worn at all times whilst on the Premises. These rules apply to both educators, carers and children.
- 71.2 No glassware, ceramic or sharp objects are permitted to brought in the centre.
- 71.3 Children should wear comfortable and stretchy clothing when using the facilities. Rabbit Hole may refuse children wearing items of clothing susceptible to risk (such as long skirts or clothing with sharp items) from using the facilities. No refund will be issued.
- 71.4 Children must play in their age and height appropriate areas under the supervision of their accompanying educator or carer.
- 71.5 Rules and signs exhibited throughout the Premises must be complied with strictly at all times. The accompanying educator or carer must monitor their children and ensure that such rules and signs are being complied with.

- 71.6 In case of injury, sickness or nausea, the accompanying educator or carer and their children must leave the premises and seek medical assistance immediately. No refund will be issued.
- 71.7 For the health and safety of other children, Rabbit Hole may request children who are suffering from any form of illness and the accompanying educator or carer to leave the premises. No refund will be issued.
- 71.8 **The school supervisory team must accompany the students throughout the visit to actively monitor behaviour and intervene as necessary. The Code of Conduct (published on Rabbit Hole Schools brochure) should be briefed to students.**
- 71.9 Bullying, offensive language, rough play or intentional causing of damage to the Premises by any person in the premises will not be tolerated. Rabbit Hole staff may request persons involved in such behaviours to leave the Premises immediately without warning. No refund will be issued.

## **72 Arrival & Departure**

- 72.1 Public entry and exit to Rabbit Hole is via the front doors facing Ashley Street. Students are advised to walk at all times in a safe and responsible manner. Please notify our team members if students have mobility requirements.
- 72.2 Allow adequate time of 15 minutes prior to booked time to check-in in at Ticket Office with your booking confirmation number. A Rabbit Hole Staff member will be on hand to greet your group.
- 72.3 School groups are not to permitted to enter Rabbit Hole before or after their allocated session times.
- 72.4 Chartered buses and coaches should proceed to passenger drop off bays at the front entrance facing Ashley street. Bus parking is available in nearby streets if carpark space is full. Please see Rabbit Hole Schools Brochure for map.

## **73 Risk Assement**

- 73.1 A Play Equipment & Area Risk Assessment has been prepared by Rabbit Hole for Risk Management Planning. This document can be requested upon booking via contact details in Clauses 3.8 and 3.9.
- 73.2 Rabbit Hole staff assigned to assist school groups on the day all hold current and approved Working with Children's Checks as per Victorian Working with Children Act 2005. Staff are trained certified First Aid Officers.

## **74 Public Liability Insurance**

- 74.1 Rabbit Hole has Public Liability Insurance to cover injury and damage. A Certificate of Currency of Insurance can be provided upon request via contact details in Clauses and 3.9.

## **75 Rights & Indemnities**

- 75.1 Upon entry and participation, you accept and acknowledge the inherent risks of equipment use. The accompanying adult/carer/organisation agrees not to hold A & E Enterprises (AUS) Rabbit Hole Playcentre liable for any claims, actions, suits, demands, costs and/or expenses (including legal costs and expenses) arising out of the incorrect use of equipment caused by negligence of that accompanying adult/carer or that of a child in their care, or by negligence of any person whatsoever.
- 75.2 Rabbit Hole reserves all right and may refuse entry of any person into the Premises at their sole discretion.
- 75.3 Personal belongings not placed in secured storage lockers area will be placed at own risk. The Suppliers will not assume liability for any lost or stolen items placed within the premises.

- 75.4 The accompanying adult/carer agrees to indemnify Rabbit Hole, its employees and agents against any loss or liability, cost, expense or damage arising from or in relation to the entry of themselves and of any children in their care.
- 75.5 Participation in cooking classes at Rabbit Hole Bakehaus is solely at own risk. The Consumer understands that there are risks inherent in cooking and eating the food prepared, including but not limited to, slips, falls, cuts, burns, choking, food allergy reactions and other accidents and injuries that may arise from the activity of cooking and eating the food prepared in class. In consideration for the Child being permitted to attend and participate in Bakehaus Cooking class(es) and any of the activities that are or might be associated with Bakehaus, the Consumer agrees to waive, release and discharge Rabbit Hole, its instructors and employees of all lawsuit claims.

## 76 Pricing

- 76.1 Admission price includes entry to Rabbit Hole Playcentre and covers use of play area. Rockclimb and Bakehaus classes or sessions incur additional fees.
- 76.2 Admission price **does not include exclusive venue hire for individual school education group**, unless agreed in writing by Head Office, Rabbit Hole.
- 76.3 Rabbit Hole may be accessible to the public (general admission) or other educational groups at time of school visit. This will be based on group numbers and venue capacity.
- 76.4 Rabbit Hole Playcentre reserves the right to alter pricing. Any price alterations will be communicated at time of booking.

## 77 Lost Property

- 77.1 Rabbit Hole Playcentre takes no responsibility for lost items.
- 77.2 Any items found in the centre are placed in Lost Property located at Ticket Office

## 78 Payment Term & Payment Options

- 78.1 Payment Terms are in the form of this service agreement governs a 7-day term payment by the Customer for fees owed to Rabbit Hole Playcentre.
- 78.2 Invoices will be sent to the 'Accounts Contact' specified in form.

### 78.3 Cash

Cash payments can be made directly at Rabbit Hole Ticket Office front reception. Cash payment must be made on the day or within 7 days from invoice date.

### 78.4 Direct Deposit Payment

Direct Deposit must be made within 7 days from invoice date.

Account Details:

Quote Booking ID as reference

A & E Enterprises (AUS) PTY LTD.

BSB: 033-080

Account: 648413

### 78.5 Credit Card

Payments made by credit card can be made via telephone.

Alternatively, please contact our Bookings Team for payment to be made over the telephone.

### 78.6 Cheque

Cheque payments are made payable to:

A & E Enterprises (AUS) Pty Ltd

Post cheque to: 13/227 Ballarat Road, Braybrook VIC 3019

Please allow adequate postage time for payment to be made within payment term.

## 79 Booking Terms & Confirmation

- 79.1 At time of booking, estimated student and teacher attendance numbers must be provided to Rabbit Hole.
- 79.2 Rabbit Hole will email you Booking Confirmation showing balance due.
- 79.3 \$50 deposit is required for bookings exceeding 30 children.
- 79.4 Rabbit Hole requires notification **of revised numbers 5 business days prior to your visit**. The intended number of children and supervisors are required for Rabbit Hole to prepare and commit staff and resources.
- 79.5 Please notify our bookings team if your students have special needs so that we can maximise the benefits of their visit.

## 80 Payment & Cancellation

- 80.1 **Change in numbers** of attendance or **change of date** can be made up to **5 business days** before the date of your visit. You will be invoiced for the number of attendees confirmed even if **less attends on the day. For additional attendees on the day, this will be added to your invoice**. This is to cover the cost of our committed resources.
- 80.2 **Cancellations** must be sent in writing via email to [bookings@rabbitholeplaycentre.com.au](mailto:bookings@rabbitholeplaycentre.com.au) no later than 10 business days prior to the date.
- 80.3 Late cancellations without sufficient notification (less than 10 days notice) will incur a **cancellation fee of \$200**. This amount will be invoiced accordingly.
- 80.4 Rabbit Hole will issue the final invoice on the day of event with actual numbers of attendance, with payment to be made in full no later than 7 days from invoice date.

## 81 External Information

- 81.1 Clearances & Certification
- 81.2 Rabbit Hole staff assisting school visits hold current and approved Working with Childrens Checks as per the Victorian Work With Children Act 2005
- 81.3 Many of our staff are trained certified First Aid Officers. First Aid Kits are located throughout the playcenter.

## 82 Public Liability Insurance

- 82.1 Rabbit Hole Playcentre has the appropriate Public Liability Insurance to cover injury and damage. A Certificate of Currency of Insurance can be supplied on request at [bookings@rabbitholeplaycentre.com.au](mailto:bookings@rabbitholeplaycentre.com.au).

## 83 Emergency Response Plan

- 83.1 Rabbit Hole has a documented emergency response plan in place.
- 83.2 This plan has been developed in conjunction with First Five Minutes (Emergency Response consultants).
- 83.3 Major points in the plan include:
- 83.4 Evacuation and safe house and gate exit procedures

83.5 Emergency response, including maps of equipment storage and locations

83.6 Coded alarm calls for dealing with potential life threatening situations, fire, serious first aid incident, explosion, accident, escalating situation or public disturbance, or bomb threat

83.7 Appropriate contact lists and details for Rabbit staff, 24 hours/7 days:

**Contact details in Clauses 3.8 and 3.9.1**



## PRIVACY

### 84 Nature of Information

84.1 The personal information which Rabbit Hole collects will depend on the nature of the guest interactions with Rabbit Hole.

84.2 The personal information may include:

- I. Name, gender, date of birth, contact details
- II. Payment details (such as credit/ debit card number and expiry date) provided when purchasing products and services;
- III. Personal bank account details (including account number and BSB) to administer cash back offers and award prize money won in promotions;
- IV. Loyalty program membership number and details including buying history, date of joining, opinions and product preferences;
- V. Information about use of products and services and other products and services you may be interested in; and
- VI. Employment applications.

### 85 Collection of Information

85.1 When Consumers make a booking with Rabbit Hole and/or enter the Premises, Rabbit Hole may collect Consumers' personal information. Consumers represent and warrant that any information provided to the Rabbit Hole is true, correct, accurate and up to date.

85.2 Rabbit Hole may collect personal information when a customer uses our services or purchases our goods, registers to receive newsletters or other communications, registers to be part of one of our loyalty programs, enters a competition or promotion managed by us (including where a third party organisation is the promoter), visits our websites, applies for employment, completes a survey or otherwise interacts with us.

85.3 There may be occasions when Rabbit Hole collects personal information about a customer from a third party. These third parties may include agents and other people who sell products or services to



customers for us or who interact with customers on our behalf; third parties that run competitions and other promotions for us; recruitment agencies; and social media.

## **86 Use and Disclosure of Personal Information**

- 86.1 The Rabbit Hole guarantees that information collected from Consumers are treated in accordance with Rabbit Hole's Privacy Policy at all times.
- 86.2 Rabbit Hole is committed to keeping any and all personal information collected of those individuals that visit our website and make use of our online services accurate, confidential, secure and private.
- 86.3 Rabbit Hole agrees to treat the information collected from Consumers with confidentiality. That is, the information will not be disclosed to any third party other than to its employees, agents, officeholders and representatives to enable the performance of recreational services. Alternatively, the Rabbit Hole will seek consent from Consumers prior to releasing your personal information to other parties.

## **87 Photography and Filming**

- 87.1 Guests are welcome to take photographs and recordings within the centre, providing they are for private use, and not for any commercial purpose. Guests with GoPro (or similar) body mounted cameras may use them on various areas, providing they have sought approval of the device from a Rabbit Hole team member.
- 87.2 From time to time, the centre or other authorised parties may carry out photography and/or video recording at the centre, which may feature guests. Entry to the centre is deemed as acceptance of these Terms & Conditions, and the consumer therefore agree that the centre or any authorised party may use the images for promotional, advertising or publicity use, in any format. Copyright of this material remains with the centre and/or authorised parties.
- 87.3 Consumers acknowledge that other Consumers may take photos, films, recordings or videos in the Premises. Customers will not be restricted from taking photos, film or videos unless:
- I. Other consumers are causing annoyance or inconvenience to you;
  - II. The photographs, film, recordings or images are to be sold for commercial gain; or
  - III. You did not provide consent to being photographed, filmed or recorded by them and you have expressly stated you do not consent to being photographed, filmed or recorded.
- 87.4 CCTV is used within this centre to monitor and record critical Health and Safety operations, and cash related activities. Consumers acknowledge that surveillance cameras are installed in the Rabbit Hole and are operated by Rabbit Hole for the safety and protection of individuals and properties. Consumers further acknowledge that they may be photographed, filmed, taped and/or subjected to monitoring by those cameras. Consumers agree and consent to be photographed, filmed or taped by those cameras whilst on the Premises. Rabbit Hole may, at their discretion, use any

photographs, film, recordings or images obtained and produced from those cameras without consent.

## **88 COVID Privacy Collection Notice – At time of Victorian Public Health Order**

### 88.1 Use and disclosure of personal information

- I. We collect this information to assist with COVID-19 contact tracing and it will be accessed only by our staff who need to see it. We will not use your personal information for any other purpose.
- II. We will disclose the information to a Commonwealth, State or Territory health authority for the purposes of contact tracing in relation to COVID-19 if they ask us to.
- III. We will not share your personal information with other individuals or organisations without your permission, except where required by law.
- IV. Retention of personal information

## **89 How to Contact Us**

- 89.1 If you have any questions or concerns regarding the Privacy Policy, please feel free to contact us at the following e-mail, telephone number, or mailing address in Clauses 3.8 and 3.9.1



# ATTACHMENTS

## 90 Published brochures

**PARTY PACKAGES** *Basic, Share & Reserve*  
Looking to host a special party for your little one?

### Throw a truly unforgettable birthday party at Rabbit Hole!

We have plenty of options available to make your child's next party full of fun and excitement! Single-party birthday packages that meet each age needs that our talented staff will help you plan the perfect birthday party for your little one.

Let us make your child's birthday celebration at Rabbit Hole where creativity and imagination begin!

**Opening Hours**  
Mon - Sat 10:00am - 5pm  
Sun - Wed 10:00am - 4pm  
Closed on Christmas, New Year, and Easter

**Contact Us**  
216-447-7474  
www.rabbit-hole.com

|   | Basic | Share | Reserve |
|---|-------|-------|---------|
| Minimum 10 children                             | \$    | \$    | \$      |
| Maximum use of facilities (max 2 hrs)           | \$    | \$    | \$      |
| Access to play area                             | \$    | \$    | \$      |
| Party food                                      | \$    | \$    | \$      |
| Party decorations                               | \$    | \$    | \$      |
| Reserved area for your child                    | \$    | \$    | \$      |
| Reserved Play for Birthday Child                | \$    | \$    | \$      |
| We'll accompany to wash child                   | \$    | \$    | \$      |
| 3 x Reserved Entry Pass for Birthday Child      | \$    | \$    | \$      |
| Special gift for Birthday Child                 | \$    | \$    | \$      |
| Visit from the Rabbit Hole crew                 | \$    | \$    | \$      |
| Minimum requirement 10 children                 | \$    | \$    | \$      |
| Minimum of 10 children, Maximum of 100 children | \$    | \$    | \$      |
| Minimum Entry Pass for each child               | \$    | \$    | \$      |

  

| OPTIONAL   |    |    |    |
|------------|----|----|----|
| Party Food | \$ | \$ | \$ |
| Party Pass | \$ | \$ | \$ |

  

| PRIZE SELECTION |    |    |    |
|-----------------|----|----|----|
| Prize Food      | \$ | \$ | \$ |
| Prize Pass      | \$ | \$ | \$ |

  

| Total Cost Of Package     | (\$15)   | (\$45)   | (\$95)   |
|---------------------------|----------|----------|----------|
| Cost Per Additional Child | (\$1.50) | (\$4.50) | (\$9.50) |

  

| Age         | Price |
|-------------|-------|
| 1-2 years   | \$10  |
| 3-4 years   | \$10  |
| 5-6 years   | \$10  |
| 7-8 years   | \$10  |
| 9-10 years  | \$10  |
| 11-12 years | \$10  |
| 13-14 years | \$10  |
| 15-16 years | \$10  |
| 17-18 years | \$10  |
| 19-20 years | \$10  |

**PARTY PACKAGES** *Premium Packages*  
Looking to host a special party for your little one?

### Throw a truly unforgettable birthday party at Rabbit Hole!

Having a celebration your little one will never forget with Rabbit Hole is not just about our specially trained staff and our fun play area, it's about the joy of spending time with your little one and all the fun that comes with it. Let us make your child's birthday celebration at Rabbit Hole where creativity and imagination begin!

**Opening Hours**  
Mon - Sat 10:00am - 5pm  
Sun - Wed 10:00am - 4pm  
Closed on Christmas, New Year, and Easter

**Contact Us**  
216-447-7474  
www.rabbit-hole.com

|   | Premium | Share |
|---|---------|-------|
| Minimum 10 children                             | \$      | \$    |
| Maximum use of facilities (max 2 hrs)           | \$      | \$    |
| Access to play area                             | \$      | \$    |
| Party food                                      | \$      | \$    |
| Party decorations                               | \$      | \$    |
| Reserved area for your child                    | \$      | \$    |
| Reserved Play for Birthday Child                | \$      | \$    |
| We'll accompany to wash child                   | \$      | \$    |
| Special gift for Birthday Child                 | \$      | \$    |
| Visit from the Rabbit Hole crew                 | \$      | \$    |
| Minimum requirement 10 children                 | \$      | \$    |
| Minimum of 10 children, Maximum of 100 children | \$      | \$    |
| Minimum Entry Pass for each child               | \$      | \$    |

  

| OPTIONAL   |    |    |
|------------|----|----|
| Party Food | \$ | \$ |
| Party Pass | \$ | \$ |

  

| PRIZE SELECTION |    |    |
|-----------------|----|----|
| Prize Food      | \$ | \$ |
| Prize Pass      | \$ | \$ |

  

| Total Cost Of Package     | (\$45.00) | (\$45.00) |
|---------------------------|-----------|-----------|
| Cost Per Additional Child | (\$4.50)  | (\$4.50)  |

  

| Age         | Price |
|-------------|-------|
| 1-2 years   | \$10  |
| 3-4 years   | \$10  |
| 5-6 years   | \$10  |
| 7-8 years   | \$10  |
| 9-10 years  | \$10  |
| 11-12 years | \$10  |
| 13-14 years | \$10  |
| 15-16 years | \$10  |
| 17-18 years | \$10  |
| 19-20 years | \$10  |

**PRIVATE VENUE HIRE**  
This venue is an unforgettable experience



**Unleash your imagination and let's start making plans**

Outside of our regular bookings hours, Rabbit Hole can exclusively be hired for those special events! Whether you are looking to celebrate a birthday, christening, graduation or any other big moment - the opportunities are endless!

Rabbit Hole comprises of multi-themed games spread over 2,000 sqm. Our unique two story venue boasts a beautiful balance of vibrant, bright and calm interiors which can cater for any group size up to a capacity of 200 guests.

For our full terms & conditions please visit our website [www.rabbit-hole.co.uk](http://www.rabbit-hole.co.uk)

**Book Now!**  
Contact Us Today  
From April to Sept.

**Book Us!**  
342-348 St. Helier Road  
Bournemouth, BH2 1RN

**Summer 2024**  
01202 646742  
[bookings@rabbit-hole.co.uk](mailto:bookings@rabbit-hole.co.uk)

|   | Inclusions |
|---|------------|
| Exclusive access to the venue (6hrs)          | ✓          |
| Flexible space with various options for setup | ✓          |
| Tables and chairs                             | ✓          |
| Rabbit Hole team members on hand to assist    | ✓          |
| Drinks tab                                    | ✓          |
| Clean up after the party                      | ✓          |
| Access to play area                           | ✓          |
| Access to our 50pc event                      | ✓          |
| All machines set up time                      | ✓          |
| Access to rock climbing                       | ✓          |
| BBQ Catering                                  | ✓          |

|   |                           |                  |        |  |          |        |  |        |        |
|---|---------------------------|------------------|--------|--|----------|--------|--|--------|--------|
| <table border="0"> <tr><td>12pm - 3pm (100 guests)</td><td>Monday to Friday</td><td>£1,999</td></tr> <tr><td></td><td>Saturday</td><td>£2,999</td></tr> <tr><td></td><td>Sunday</td><td>£3,999</td></tr> </table> | 12pm - 3pm (100 guests)   | Monday to Friday | £1,999 |  | Saturday | £2,999 |  | Sunday | £3,999 |
| 12pm - 3pm (100 guests)   | Monday to Friday          | £1,999           |        |  |          |        |  |        |        |
|   | Saturday                  | £2,999           |        |  |          |        |  |        |        |
|   | Sunday                    | £3,999           |        |  |          |        |  |        |        |
| <table border="0"> <tr><td>Cost Per additional guest</td><td>£5.00 per person</td></tr> </table>  | Cost Per additional guest | £5.00 per person |        |  |          |        |  |        |        |
| Cost Per additional guest   | £5.00 per person          |                  |        |  |          |        |  |        |        |

**WHAT YOU NEED TO KNOW:**

Booking times are subject to a 2 hour minimum booking period and 2 days notice.  
We will be contact on the exact number of guests you will be requiring 10-14 days before the date of your event, a month in advance if you require a private venue hire to include drinks for Sunday from 1pm to 4pm with 30 minutes set up time. Please book access to the venue from 2 days.

If you would like to stay longer than 6 hours, there is a charge of £1000 for every additional 2H event.

Drinks can be set up in a bar or bar to suit the event for your guests. For more options you would be responsible for the costs.

Rabbit Hole is a hot fire venue. Glass is not permitted on the venue.

The safety and higher floors, Rabbit Hole has a fire safety training and all guests requiring additional support are required to attend their trip with their own safety equipment.

To make a booking, 50% deposit and a security bond payment is required.

For more information or to book please contact us on 01202 646742

**SCHOOL BOOKINGS**

**Events & Activities (2023/2024, January)**

Bookings are subject to availability. All events are subject to change without notice. Please contact us for more information on our website [www.rabbit-hole.co.uk](http://www.rabbit-hole.co.uk)

**Bookings for School Parties**

Rabbit Hole is an ideal venue for school parties. We offer a range of activities and games that are suitable for all ages. Our staff are trained to ensure a safe and enjoyable experience for all guests.

**Activities & Games**

- Board games
- Tabletop games
- Card games
- Party games
- Interactive games
- Group challenges

**Bookings for School Events**

We offer a range of services for school events, including:

- Event planning
- Catering
- Decor
- Sound and lighting
- Staffing

**Bookings for School Holidays**

We offer a range of services for school holidays, including:

- Event planning
- Catering
- Decor
- Sound and lighting
- Staffing

**Bookings for School Graduations**

We offer a range of services for school graduations, including:

- Event planning
- Catering
- Decor
- Sound and lighting
- Staffing

**Bookings for School Events (2023/2024, February)**

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- Staffing

**Bookings for School Graduations**

We offer a range of services for school graduations, including:

- Event planning
- Catering
- Decor
- Sound and lighting
- Staffing

**Bookings for School Events (2023/2024, March)**

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- Decor
- Sound and lighting
- Staffing

**Bookings for School Graduations**

We offer a range of services for school graduations, including:

- Event planning
- Catering
- Decor
- Sound and lighting
- Staffing

**Bookings for School Events (2023/2024, April)**

Bookings are subject to availability. All events are subject to change without notice. Please contact us for more information on our website [www.rabbit-hole.co.uk](http://www.rabbit-hole.co.uk)

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- Decor
- Sound and lighting
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We offer a range of services for school holidays, including:

- Event planning
- Catering
- Decor
- Sound and lighting
- Staffing

**Bookings for School Graduations**

We offer a range of services for school graduations, including:

- Event planning
- Catering
- Decor
- Sound and lighting
- Staffing

**SCHOOL BOOKINGS**

**Events & Activities (2023/2024, May)**

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- Sound and lighting
- Staffing

# EXPLORE RABBIT HOLE SCHOOL GROUPS

LET YOUR IMAGINATION TAKE YOU AWAY  
www.rabbit-holeplaycentre.com.au



## WELCOME

Rabbit Hole is a modern, safe, fun and imaginative play environment in a safe, modern environment where children can play.

The space is designed to encourage creative play, learning and problem-solving skills. It is a safe, fun and imaginative play environment where children can play.

Whether you are looking for an extra bit of fun for your child or an educational fun activity for your child, Rabbit Hole is the perfect place for you.

Contact us today to book your event and get the best out of your visit.

**THEatre**  
Theatre 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

## PLAY & EXPLORE

A place where creativity and imagination are fostered through modern adventure play.

Rabbit Hole is a modern and safe play environment where children can play. It is a safe, fun and imaginative play environment where children can play.

The Rabbit Hole play centre is a safe, fun and imaginative play environment where children can play. It is a safe, fun and imaginative play environment where children can play.

With our modern and safe play equipment, we provide a safe and fun play environment for your child. We provide a safe and fun play environment for your child.

Our play equipment is safe and fun. We provide a safe and fun play environment for your child. We provide a safe and fun play environment for your child.

### PLAYMENT OPTIONS

**Recommended for all ages**  
Group Size: 10-20  
Payment Options: Cash or credit card  
Rabbit Hole is a safe, fun and imaginative play environment where children can play.

### ADULTS & DEPARTURE

**Adults for Schools**  
Rabbit Hole is a safe, fun and imaginative play environment where children can play.

### ON THE DAY

**Check-in**  
Rabbit Hole is a safe, fun and imaginative play environment where children can play.

### SUPERVISION LEVELS

**Level 1: Supervision/Supervisors**  
Rabbit Hole is a safe, fun and imaginative play environment where children can play.

### SAFETY

Rabbit Hole is a safe, fun and imaginative play environment where children can play.

### EQUIPMENT SAFETY

Rabbit Hole is a safe, fun and imaginative play environment where children can play.

### EXTERNAL PROVIDER INFORMATION

Rabbit Hole is a safe, fun and imaginative play environment where children can play.

### EMERGENCY RESPONSE PLAN

Rabbit Hole is a safe, fun and imaginative play environment where children can play.

### THE SAFETY & WELLBEING

Rabbit Hole is a safe, fun and imaginative play environment where children can play.

## PARKING MAP

Map 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100