



RABBIT HOLE PLAYCENTRE

A & E ENTERPRISES (AUS) PTY LTD

WAIVER AGREEMENT

TERMS & CONDITIONS

VERSION: AUGUST 2023

WWW.RABBITHOLEPLAYCENTRE.COM.AU

RABBIT
HOLE



WAIVER AGREEMENT

This Agreement is between you ("**Consumer(s), Customer(s), (Redeemer(s), Guest(s) Child, Children**", 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 the booking/s 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
- 3.8.2 Party Bookings – bookings@rabbitholeplaycentre.com.au
- 3.8.3 Accounts: 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 must be accompanied and closely supervised by an adult or carer at all times. Where you are responsible for the child (or 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 into the main play area. A designated room for shoe storage is provided prior to entry gates. Socks must be worn at all times whilst on Premises. These rules apply to both adults or carers and children and guests attending parties or functions held at the centre. Guests invited to parties must comply with this policy to be admitted.
- 5.3 Nappies must be changed in the facilities provided, with nappies disposed in sanitary nappy bins provided.
- 5.4 Guests are required to notify staff immediately if an area requires cleaning or sanitisation. This includes spills or toileting accidents that may occur.

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 nauseous, 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.

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 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 or animals, with the exception of service (guide and assistance) dogs are permitted on premises.

10 Smoking and Vaping

- 10.1 For the health and enjoyment of children, smoking and vaping is strictly prohibited anywhere on premises 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. E-Cigarettes are included in these restrictions. Toilets are equipped with sensitive smoke alarms that will result in full centre evacuation if smoke or vape is

detected. Customer(s) found smoking will be liable for all expenses incurred as a result of calling out the fire brigade. This can include firefighting costs, emergency services fees, or any related expenses.

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. This applies to guest or booking holder of private venue hire. Relevant authorities will be notified and the event will be cancelled without 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 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 onto premises, 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.
- 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, workshops and merchandise). Access for general use to Bakehaus and Disco room is not included in General Entry on the exception of special ticketed events which is at additional cost.
- 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 credit, or 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, with the exception of online pre-paid tickets.
- 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. Ticket office display 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 - 3.9.
- 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 and is based on availability. Tickets for rock climb cannot be pre-booked. Tickets to rock climb are available for purchase at Ticket Office.

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 with declaration of food allergies, 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.
- 21.4 Customers who choose to take-away food produced from Bakehaus Cooking Studio (Rabbit Hole) acknowledge that they do so at their own risk. It is the customer's responsibility to exercise due diligence in safe food practices and determining whether the food is safe for consumption. Refer to Clause 38.

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 for contact details.
- 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 holidays.
- III. Not valid on Public Holidays
- IV. Presentation of Small Ideas membership mobile APP and redemption on mobile APP 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 an additional cost.

26.2 My Mummy Melbourne

- I. Purchase of a My Mummy Promotional Ticket includes 20% discounted entry on General Admission Tickets with one free hot drink in size Small cup.
- II. Valid weekdays including school holidays.
- III. Not valid on Public Holidays
- IV. Presentation of My Mummy 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 **\$6.20** 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. Please notify a member of our kitchen and café team of your dietary requirements at the time of order.
- 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. Please be advised that food prepared may contain allergens. The allergens that may be present include peanuts, nuts, crustaceans, fish, eggs, milk, cereals, soya, sesame seeds, celery, mustard, lupin and sulphur dioxide. Our kitchen operates with an Allergy Management operational plan, and attempts to update supplier ingredients on a regular basis.
- 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 Rabbit Hole is an Allergy Aware Centre. External foods especially those containing **nuts are not permitted** to reduce the risk of reaction via cross contamination. Nuts including cake toppings such as Ferrero Rocher must not be brought in or consumed on Premises. Any products that may contain products are handled in a controlled environment as per Allergy Management Plan.
- 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. This includes all toppings on cake. Rabbit Hole also 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 if you have an allergy or dietary requirement.

37 Rabbit Hole reserves the right to alter café closing times.

38 Take-Away Food and/or food picked up from Food pick-up point (Café Service Area):

- 38.1 Rabbit Hole shall not be held liable for injuries, illnesses, damages or losses resulting from the consumption or use of any take-away food items provided by us.
- 38.2 Customers who choose to purchase and consume take-away food from Rabbit Hole acknowledge that they do so at their own risk. It is the customer's responsibility to ensure that they are aware of any food allergies, intolerances, or dietary restrictions and to exercise due diligence in determining whether the food is safe for consumption.
- 38.3 Customers are advised to handle and store the take-away food in accordance with the provided instructions (to be consumed within two hours) to maintain its quality and safety. Rabbit Hole will not be responsible for any issues that arise due to improper handling or storage of the take-away food by the Customer.
- 38.4 While Rabbit Hole takes all necessary precautions to ensure the safety and integrity of the take-away food items, we cannot be held liable for any contamination, tampering, or external interference that occurs after the food is picked up from our Food pick-up point (Café Service Area) or food that has left our premises.
- 38.5 Rabbit Hole reserves the right to dispose of unattended food in the centre for food safety reasons. This is to avoid contamination from unknown children that may touch food when left unattended. It is also to support allergy management safety practices in a controlled environment.
- 38.6 Rabbit Hole assures that all take-away food items comply with applicable food safety and hygiene regulations. However, any liability arising from non-compliance with these regulations rests with the regulatory authorities and not with Rabbit Hole.
- 38.7 In no event shall Rabbit Hole, its employees, or representatives be liable for any direct, indirect, indirect, incidental, consequential, or punitive damages related to the consumption or use of take-away food, including but not limited to personal injury, illness, property damage, or loss of business.
- 38.8 By purchasing and consuming take-away food from Rabbit Hole, customers signify their understanding and acceptance of the terms above.
- 38.9 If any part of the term is found to be invalid or enforceable, the remaining provisions shall remain in full force and effect.
- 38.10 Customers should refer to Clause 3.8 and 3.9 for contact details should they have questions or concerns regarding these terms or the take-away food provided.



MERCHANDISE STORE

39 Toys & Lolly

- 39.1 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.
- 39.2 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.

40 Returns & Refunds

- 40.1 Item(s) must be returned with 14 days of purchase **with corresponding proof of purchase.**
- 40.2 Item (s) must be in original packaging, including all accessories and instruction manuals.
- 40.3 Item (s) is in a saleable condition i.e. unworn, unopened, unused and in original condition.
- 40.4 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 40.1 – 40.3.

41 Faulty Items

- 41.1 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.
- 41.2 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).

42 Party Packages

- 42.1 A minimum of 8 guests including birthday child required for all party packages.
- 42.2 One child admitted per invitation.
- 42.3 Adults are not included in the package. Limited seating are provided for adult guests. Our party packages are described as products and services for children.
- 42.4 Party guests for children under 1 years of age are free of charge.
- 42.5 Maximum of 50 guests permitted per birthday party (total guests include birthday child, paying children, parents/guardians and additional guests), with the exception of double-rooms booked whereby a maximum of 60 guests or room capacity limit is applied.
- 42.6 Party inclusions and package components cannot be substituted. Customers agree that they are solely responsible for ensuring goods (inside showbags, mini showbags or party loot bags) are age-appropriate and suitable for their use. Rabbit Hole will not be held responsible for injuries and damages that may arise from items that may not be suitable based on the age of the child or guest.
- 42.7 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).
- 42.8 Includes one reserved table in the common area **post party** (after room usage) for additional 1 hour and 30 minutes or end of session.
- 42.9 A surcharge of 15% applies on all Public Holidays.

43 Party Package Type Inclusions

43.1 Gold Party Package

- 8 children including Birthday Child with each additional child at extra cost
- 15 minutes set up
- Exclusive use of function room for 1.5 hours with a dedicated party host for the room duration
- One reserved table in common area **post party** for additional 1.5 hours
- Access to play area

- Rabbit Hole grip socks for each party guest paid in package
- Mini showbag (lootbag) for each party guest paid in package
- Choice of two food options as outlined in brochure. (Clause 91)
- Cutlery, plates, cups and napkins
- Return pass for Birthday Child (redeemed at later visit)
- Invitations for number of party guests

43.2 **Platinum Party Package**

- 8 children including Birthday Child with each additional child at extra cost
- 15 minutes set up
- Exclusive use of function room for 1.5 hours with a dedicated party host for the room duration
- One reserved table in common area **post party** for additional 1.5 hours
- Access to play area
- Rabbit Hole grip socks for each party guest paid in package
- Mini showbag (lootbag) and General Admission Return Pass for each party guest paid in package
- Special Rabbit Hole gift for Birthday Child
- 1x Adult Food Platter (wedges or hot chips)
- Choice of two food options served as outlined in brochure. (Clause 91)
- Cutlery, plates, cups and napkins
- Return pass for Birthday Child (redeemed at later visit)
- Invitations for number of party guests

43.3 **Diamond Party Package**

- 8 children including Birthday Child with each additional child at extra cost
- 15 minutes set up
- Exclusive use of VIP function room for 2 hours with a dedicated party host for the room duration:
 - I. Disco Room **or**
 - II. Enchanted Room (coming soon)
- One reserved table in common area **post party** for additional 1 hour
- Access to play area
- Rabbit Hole grip socks for each party guest paid in package
- Mini showbag (lootbag) and General Admission Return Pass for each party guest paid in package
- Special Rabbit Hole gift for Birthday Child
- Choice of two food options served as outlined in brochure. (Clause 91)
- Cutlery, plates, cups and napkins
- Return pass for Birthday Child (redeemed at later visit)
- Invitations for number of party guests

43.4 **Disco Room – Extended terms for usage**

- 43.4.1.1 Care must be taken when making way to upstairs disco room. No running on stairs or within disco room

- 43.4.1.2 Disco equipment requires technical skills and can only be operated by Rabbit Hole employees. Parents and children are not permitted to operate equipment including the iPad used to select music.
- 43.4.1.3 The dance floor tiles are filled with liquid lava that moves when stepped on. Jumping on the disco floor is prohibited as tiles may break.
- 43.4.1.4 The Disco Room has special glow paint on the walls. Decorations that require fixtures to walls is not permitted as it will damage the wall and take off the special glow paint. Free standing decoration is permitted such as balloons. Helium balloons will need to be tied down with an appropriate weighty object.
- 43.4.1.5 Any damages made made by guests due to negligence is the responsibility of the Booking Holder and may result in charges for repair.

43.5 **Enchanted Room – Extended terms for usage (coming soon)**

44 Party Package Pricing

- 44.1 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.
- 44.2 All advertised published prices are in Australia Dollars and includes GST.
- 44.3 Should there be any inconsistency in pricing published on other platforms, pricing on website shall be used as a reference point.

45 Party Confirmation

- 45.1 Food selection and final numbers must be confirmed 7 days prior to your booking.
- 45.2 Final payment of your party package and any other charges must be paid by Wednesday in the week of your party.
- 45.3 Guestlist of children attending is to be provided by Thursday prior to your party date.
- 45.4 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 8 children per party. Please note there is an additional charge per child for extra guests above 8 children.
- 45.5 Bookings must be made a minimum of 14 days in advance of the party date
- 45.6 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.
- 45.7 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.

46 Payments

- 46.1 A \$100 deposit required at the time of booking.
- 46.2 Final payment of your party package and any other charges must be paid by **COB Wednesday** in the week of the party. Failure to make final payment may result in cancellation of the event.
- 46.3 All party packages are priced for 8 children including the birthday child. Any extra guests are at additional cost. Refer to party package pricing schedule.

- 46.4 Drinks tab must be closed and the remaining balance of the account must be paid in full at the end of the 1.5 or 2 hour party room service.
- 46.5 Any extra guests not on the guestlist will be charged the general entry fee. Extra guests that arrive on the day as 'general admission' will not be served food as part of the party package. Additional meals can be ordered from café.
- 46.6 Birthday bookings made on public holidays will incur a 15% surcharge.
- 46.7 Payments are final and cannot be refunded for cancelled parties or for any 'no-show' guests.
- 46.8 Payment is regarded as acceptance of these terms and conditions.

47 Cancellations

- 47.1 Should you wish to postpone your party date for any reason, we do require **7 days notice** ahead of the day, to avoid charges.
- 47.2 Please note that all deposits are **non-refundable** and will be forfeited upon cancellation.
- 47.3 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.
- 47.4 If cancellation for a booking occurs **before** the **cut off time for food ordering**, your party deposit of \$100 will be forfeited.
- 47.5 If cancellation for a booking occurs **after** the **cut off time for food ordering**, you will be charged full price of all platters ordered.
- 47.6 Refunds or credit will not be given for any 'no show' guest on the day including reasons related to COVID.
- 47.7 Refer to Food & Drinks (Clause 48) for the cut off time of food ordering.
- 47.8 For parties that have been cancelled on the day of the event, arriving guest for that party will be notified of party cancellation and offered sale of general admission ticket. Rabbit Hole reserves the right not to admit guests when the party has been cancelled.

48 Food & Drinks

- 48.1 Food selection must be submitted via the online form '**Birthday Party Detail Follow Up**'.
- 48.2 Food orders close **every Monday by 5pm**. Any orders placed after 5pm is not guaranteed.
- 48.3 Adult platters must be pre-ordered by the closing date.
- 48.4 Rabbit Hole is a no BYO food/drink venue, if you have guests with allergies please let us know when making your booking
- 48.5 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.
- 48.6 Birthday cakes are not to be served in the general area.
- 48.7 All birthday cakes must be **nut-free** and not contain durian.
- 48.8 Alcoholic drinks are strictly not allowed on premises.

- 48.9 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.
- 48.10 Rabbit Hole reserves the right to substitute items on menu or party platters based on supplier availability.
- 48.11 Customers who choose to take away food from Rabbit Hole acknowledge that they do so at their own risk. It is the customer's responsibility to ensure that they are aware of any food allergies, intolerances, or dietary restrictions and to exercise due diligence in determining whether the food is safe for consumption. Refer to Clause 38.

49 General

- 49.1 Party inclusions and package components cannot be substituted.
- 49.2 The number of printed invitations supplied is based on tentative number of guests provided at time of booking.
- 49.3 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.
- 49.4 Customers who choose to purchase and consume take-away food from Rabbit Hole acknowledge that they do so at their own risk. It is the customer's responsibility to ensure that they are aware of any food allergies, intolerances, or dietary restrictions and to exercise due diligence in determining whether the food is safe for consumption. Refer to Clause 38.
- 49.5 All outside entertainment needs to be approved by management.
- 49.6 Access to the party room for decoration is 15 minutes prior to the scheduled party time. We do not provide earlier access.
- 49.7 Rabbit Hole does not have space to store items until the party room opens.
- 49.8 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.

50 Party Decorations

- 50.1 Only Blu tac can only be used on party room walls, with the exception of Disco room whereby **no fixtures** can be made on walls.
- 50.2 Helium balloons will need to be tied down with an appropriate weighty object
- 50.3 Glitter, sparkles, poppers, glassware, confetti or balloons filled with confetti and piñatas are not permitted
- 50.4 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.
- 50.5 Any damages made by Third Party Service, you agree that you will bear the costs of repair.

51 Reserved Tables

- 51.1 At the completion of the 1.5 hour party, guests are welcome to move to the general floor area to continue to play. **Rabbit Hole will reserve a table for the remaining of your allocated time (additional 1.5 hours; or equivalent to total of 3 hours less party room time duration).**
- 51.2 **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.
- 51.3 Food and drinks are to be ordered from café once moved into reserved tables.
- 51.4 Further table service will not be provided including jugs of cordial and water.

52 Party Room, Group Sizes and Party Rooms

- 52.1 Minimum of 8 guests including birthday child per party package booking.
- 52.2 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.
- 52.3 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.
- 52.4 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.*
- 52.5 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.
- 52.6 For parties of up 8 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 Bounce and Croc - 3 tables are provided that can accommodate a total of 30 seated children.

Room	Size	Location	Colour	Maximum Capacity ^(a)	Seated Children ^(b)	Dimensions (w x l)
Fly	22.86 m2	Ground	Green	40	20	3.99mx5.73m
Splash	26.65 m2	Ground	Pink	40	20	4.65mx5.73m
Royal	23.72 m2	Ground	Yellow	40	20	4.51mx5.26m
Blast	23.41 m2	Ground	Green	40	20	4.45mx5.26m
Croc	31.62 m2	Ground	Pink	50	30	4.55mx6.95m
Bounce	31.97 m2	Level 1	Yellow	50	30	4.50mx6.95m
Shell	23.63 m2	Level 1	Pink	40	20	4.50mx6.95m
Space	23.94 m2	Level 1	Green	40	20	4.56mx5.25m

Disco	42.88 m2	Level 1	Multi-Colour	50	25	4.90mx5.90m
Adjoining Room Bounce/Shell	55.60 m2	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.



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).

53 Private Venue Hire Inclusions

- 53.1 Exclusive use of venue outside of trading hours, not including external areas such as car park space.
- 53.2 Access includes use of all common area play spaces including Rock Climbing and use of Disco Room
- 53.3 Flexible space with various options for set-up.
- 53.4 30 minutes set up time prior to event.
 - I. Due to OH&S requirements, Event stylists are not permitted to store props or transport large objects into the centre before 5pm (or when public admissions are still present at centre). Public general admission must be fully vacated prior to set up.
 - II. Catering companies are also not permitted for early set-up.
- 53.5 Use of tables and chairs on ground floor only.
- 53.6 Rabbit Hole team members on hand to assist on day.
- 53.7 Venue hire **excludes** Bakehaus and kitchens facilities for heating of food.
- 53.8 Supply of servingware is not included. This refers to jugs, platters, plates, tongs, cutlery and serviettes.
- 53.9 Access to kitchen and store rooms is strictly prohibited.
- 53.10 All guests attending private venue hire events must abide by the Conditions of Entry and any other signage displayed at the centre.
- 53.11 All guests attending private venue hire events must remove shoes prior to entering the main play area.

54 Tentative Bookings

- 54.1 Tentative bookings are not confirmed until a 50% deposit is received in full along with a signed booking form.
- 54.2 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.
- 54.3 1.3 Tentative bookings may be released at the discretion of Rabbit Hole Playcentre if deposits are not paid.

55 Confirmation

- 55.1 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.
- 55.2 Upon clearance of the deposit payment, a confirmation letter will be sent to you and the tentative booking will then be formalised.
- 55.3 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.

56 Attendees

- 56.1 At the time of booking the Client shall provide details of the guaranteed minimum number of persons (adults and children) attending the Event.
- 56.2 The Customer shall confirm the expected numbers attending not less than **7 business days** prior to the Event.
- 56.3 The final headcount refers to both children and adults.
- 56.4 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.

57 Payments

- 57.1 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).
- 57.2 Method of payment – Visacard, MasterCard or EFT
- 57.3 A non-refundable 50% deposit is payable at the time of submitting your booking along with a Security Bond of \$500.
- 57.4 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.
- 57.5 Drinks Tab are to be paid in full at the conclusion of your function.

58 Cancellation Policy

- 58.1 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.
- 58.2 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.
- 58.3 If Rabbit Hole Play Kid's Playcentre cancels or postpones any confirmed booking, 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.

59 Security Bond and/or Damages

- 59.1 The Customer agrees to pay the Security Bond.
- 59.2 The Security Bond will be held for the duration of the Customer's event.
- 59.3 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.
- 59.4 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
- 59.5 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.
- 59.6 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.
- 59.7 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.
- 59.8 Toilets are equipped with sensitive smoke alarms that will result in full centre evacuation if smoke is detected. Customer(s) found smoking will be liable for all expenses incurred as a result of calling out the fire brigade. This can include firefighting costs, emergency services fees, or any related expenses.
- 59.9 Rabbit Hole Playcentre reserves the right to charge up to a \$1,000 bond.
- 59.10 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.
- 59.11 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.

59.12 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.

60 Event Restrictions, Theming and Styling

- 60.1 Rabbit Hole Playcentre cannot be hired for 16th, 18th and 21st birthday celebrations.
- 60.2 Rabbit Hole is a non-smoking venue. It is an offence to smoke and vape within 4 metres of a building's entrance. It is the Booking Holder's (Customer) responsibility to be familiar with the Smoking Management Plan and to alert guests. Toilets are equipped with sensitive smoke alarms that will result in full centre evacuation if smoke is detected. If a guest of the event has activated the fire alarm due to smoking or any other reason, the Booking Holder (customer) will be liable for all expenses incurred as a result of calling out the MFB Fire & Rescue Service. This can include firefighting costs, emergency services fees, or any related expenses.
- 60.3 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.
- 60.4 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
- 60.5 Smoking and vaping is strictly prohibited at the venue. You must ensure that you and all other attendees do not smoke or vape inside the venue or in any other part of the building or grounds in which the Venue is located.
- 60.6 **On-site cooking is strictly prohibited.** This includes smoke machines, highly flammable items or equipment. Breach of these terms may result in forfeiture of Security Bond Deposit and additional charges if the fire alarm is activated by guest(s) or Booking Holder that is present at the event. (Refer to Clause 59)
- 60.7 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.
- 60.8 No glass is permitted on the venue due to safety reasons.
- 60.9 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.
- 60.10 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.
- 60.11 We do not allow confetti, glitter filled balloons, party poppers and all fire sparklers.
- 60.12 Any decorations, posters etc may only be attached in a location and manner that will not cause damage. Hooks, nails or sticky tape are prohibited to avoid damage to walls. Damages due to breach of term may result in forfeiture of Security Bond. Refer to Clause 59). Directional signage may be placed using non- permanent methods around the site but must be removed at the end of the event.

- 60.13 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 (Refer to Clause 59).
- 60.14 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.
- 60.15 Rabbit Hole reserves the right to not permit the affixing of decorations or any items at its discretion.
- 60.16 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 59)

61 Venue Access and/or Staff Requirement

- 61.1 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.
- 61.2 Access to the Venue is via the **main entrance** at Reception. Back dock entrance is a STAFF ONLY area and access is strictly restricted.
- 61.3 Rabbit Hole Playcentre will make available the venue from 6.00pm to 9.00pm on the function date.
- 61.4 **Extension of the time at the end of booking is to be pre-arranged with at least 2 weeks notice for staff requirement.**
- 61.5 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.
- 61.6 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.
- 61.7 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.
- 61.8 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.
- 61.9 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
- 61.10 A guide map indicating areas allowed for set-up is provided at time of booking. This guide is used so set-up for events do not obstruct emergency path routes to exits areas.

62 Health & Safety – Responsibilities

- 62.1 Standard Rabbit Hole Terms & Conditions of entry apply.
- 62.2 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.

- 62.3 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.
- 62.4 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.
- 62.5 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.
- 62.6 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.
- 62.7 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 59)
- 62.8 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.
- 62.9 All cables running across floors must be made safe with rubber matting
- 62.10 Emergency fire equipment including fire extinguishers and hoses must only be used in the event of an actual emergency.

63 Food & Beverages

- 63.1 Rabbit Hole is an Allergy Aware Centre. Food containing nuts will not be permitted into the venue to reduce the risk of cross-contamination. This applies to grazing tables that may contain nut ingredients (i.e. Nutella or Ferro Rocher). Special Event Cakes are allowed however all ingredients including cake toppings must be nut free.
- 63.2 If the Customer is serving food and/or drinks at the Venue, you must observe all relevant food and hygiene laws and regulations.
- 63.3 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. Set-up guides have been provided for the Customer.
- 63.4 Crockery, servingware, utensils and jugs will not be provided, and the Customer must bring their own. Items stored in the cupboards and storeroom belonging to Rabbit Hole are not for usage.

- 63.5 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.
- 63.6 Alcohol licence must be presented to staff for public display for the whole duration of the event.
- 63.7 Alcohol or drug affected event will be shut down immediately (no refunds), with relevant authorities contacted.
- 63.8 **Rabbit Hole reserves the right to immediately shut down the private hire event (no refunds) if deemed dangerous or poses as an Occupational Health & Safety risk for Rabbit Hole employees. In the event of an event deemed as an emergency, relevant authorities will be informed to shut down the event. This includes parties where alcohol is present without a Liquor License.**
- 63.9 On-site cooking is strictly prohibited. This includes flammable cooking and any electrical cooking equipment that may cause smoke. Smoke alarms fixed throughout the shopping complex are sensitive and will cause a full centre evacuation if activated. 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.
- 63.10 The use of any portable cooking appliances connected to gas bottles (BBQ) is strictly forbidden inside and outside the Rabbit Hole venue.
- 63.11 Usage of Bakehaus Cooking Rooms and ovens in this area is strictly prohibited. Non-access areas include kitchen and café and staff-only areas. We do not provide fridges or any equipment for warming food.
- 63.12 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.
- 63.13 Food trucks are not permitted on carpark grounds for servicing private hire functions. The car park is privately owned and is not part of Rabbit Hole Private Venue Hire. This is a policy from Braybrook Centre Management and cannot be negotiated.

64 Extra Cleaning

- 64.1 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.
- 64.2 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.
- 64.3 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.

65 Public Surcharge

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

66 External Suppliers and Vendors

- 66.1 The Customer must seek Rabbit Hole's prior written approval

- 66.2 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
- 66.3 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
- 66.4 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 of the Supplier/s and must be covered by their Public Liability Insurance.
- 66.5 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.
- 66.6 All external electrical leads or equipment brought on site by the Customer must be in good working order. The Customer will be liable for any damages caused by electrical surges caused by faulty equipment.
- 66.7 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
- 66.8 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.

67 Indemnity, Limitation of Liability and insurance

- 67.1 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.
- 67.2 The applicant releases Rabbit Hole Playcentre, its employees, officers, agents and contractors from and will indemnify and keep indemnified Rabbit Hole Playcentrel, 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.
- 67.3 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.
- 67.4 Private events would be adequately covered by Rabbit Hole Kids Playcentre Public Liability Insurance
- 67.5 \$500 excess is payable in the event of any claim made by the Customer.

68 Privacy

- 68.1 Your personal information is important to us and so all personal information will be protected via the Privacy Act and with protocols summarized in our [Privacy Policy](#) (Refer to Clause 85).
- 69 Whole Agreement
- 69.1 The full terms and conditions, playground and privacy policies (this entire document) should be read and understood prior to proceeding with any booking.
- 69.2 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 agreed 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.

Rabbit Hole reserves the right to immediately shut down the private hire event (no refunds) if deemed dangerous or poses as an Occupational Health & Safety risk for Rabbit Hole employees. In the event of an an event deemed as an emergency, relevant authorities will be informed to shut down the event.



SCHOOL & EDUCATIONAL GROUPS

70 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).

71 Care & Supervision

- 71.1 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.
- 71.2 Educators or carers are the direct supervisors of students for the duration their visit including visits to the toilet.
- 71.3 School/organisation must ensure their children and adults are easily identified as part of your group.
- 71.4 Rabbit Hole's recommended ratios of 1:3 for preschool groups, 1:5 for primary groups and 1:10 for secondary groups.
- 71.5 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.
- 71.6 Educators or carers must accept all responsibility and liability for children in their care.
- 71.7 In the unlikely event of an emergency, the accompanying Educators or carers must ensure that children in their care must follow instructions given by Rabbit Hole, its employees and agents.

72 Health & Safety

- 72.1 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.
- 72.2 No glassware, ceramic or sharp objects are permitted to be brought into the centre.
- 72.3 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.
- 72.4 Children must play in their age and height appropriate areas under the supervision of their accompanying educator or carer.
- 72.5 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.

- 72.6 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.
- 72.7 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.
- 72.8 **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.**
- 72.9 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.

73 Arrival & Departure

- 73.1 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.
- 73.2 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.
- 73.3 School groups are not to permitted to enter Rabbit Hole before or after their allocated session times.
- 73.4 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.

74 Risk Assessment

- 74.1 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.
- 74.2 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.

75 Public Liability Insurance

- 75.1 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.

76 Rights & Indemnities

- 76.1 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.
- 76.2 Rabbit Hole reserves all right and may refuse entry of any person into the Premises at their sole discretion.
- 76.3 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.

- 76.4 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.
- 76.5 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.

77 Pricing

- 77.1 Admission price includes entry to Rabbit Hole Playcentre and covers use of play area. Rockclimb and Bakehaus classes or sessions **incur additional fees**.
- 77.2 Admission price **does not include exclusive venue hire for individual school education group**, unless agreed in writing by Head Office, Rabbit Hole.
- 77.3 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.
- 77.4 Rabbit Hole Playcentre reserves the right to alter pricing. Any price alterations will be communicated at time of booking.

78 Lost Property

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

79 Payment Term & Payment Options

- 79.1 Payment Terms are in the form of this service agreement governs a 14-day term payment by the Customer for fees owed to Rabbit Hole Playcentre.
- 79.2 Invoices will be sent to the 'Accounts Contact' specified in form.
- 79.3 **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.
- 79.4 **Direct Deposit Payment**
Direct Deposit must be made within 14 days from invoice date.
Account Details:
Quote Booking ID as reference
A & E Enterprises (AUS) PTY LTD.
BSB: 033-080
Account: 648413
- 79.5 **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.
- 79.6 **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.

80 Booking Terms & Confirmation

- 80.1 At time of booking, estimated student and teacher attendance numbers must be provided to Rabbit Hole.
- 80.2 Rabbit Hole will email your Booking Confirmation showing balance due.
- 80.3 \$50 deposit is required for bookings exceeding 30 children.
- 80.4 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.
- 80.5 Please notify our bookings team if your students have special needs so that we can maximise the benefits of their visit.

81 Payment & Cancellation

- 81.1 **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.
- 81.2 **Cancellations** must be sent in writing via email to bookings@rabbit-hole-playcentre.com.au no later than 10 business days prior to the date.
- 81.3 Late cancellations without sufficient notification (less than 10 days notice) will incur a **cancellation fee of \$200**. This amount will be invoiced accordingly.
- 81.4 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.

82 External Information

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

83 Public Liability Insurance

- 83.1 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@rabbit-hole-playcentre.com.au.

84 Emergency Response Plan

- 84.1 Rabbit Hole has a documented emergency response plan in place.
- 84.2 This plan has been developed in conjunction with First Five Minutes (Emergency Response consultants).

84.3 Major points in the plan include:

84.4 Evacuation and safe house and gate exit procedures

84.5 Emergency response, including maps of equipment storage and locations

84.6 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

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

Contact details in Clauses 3.8 and 3.9.



PRIVACY

PRIVACY POLICY AND TERMS OF USE FOR WEBSITE AND ONLINE PURCHASING THROUGH WWW.RABBITHOLEPLAYCENTRE.COM.AU (August 2023)

85 Website

85.1 Welcome to www.rabbitholeplaycentre.com.au ("the Website"). This Privacy Policy and Terms of Use ("the Policy") governs your use of the Website and any online purchases made through it. By accessing and using the Website, you consent to the practices outlined in this Policy. Please read this Policy carefully.

85.2 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. IP address, cookies and usage data
- IV. Personal bank account details (including account number and BSB) to administer cash back offers and award prize money won in promotions;
- V. Loyalty program membership number and details including buying history, date of joining, opinions and product preferences;
- VI. Any other information you provide voluntarily.
- VII. Employment applications.

86 Use of Personal Information

86.1 We use the collected information for the following:

- I. To process and fulfil your online orders
- II. To communicate with you and your orders and inquiries
- III. To improve our products, services, and the Website
- IV. To send you promotional offers and updates (if you have consented)
- V. To comply with legal obligations

86.2 Rabbit Hole implements security measures to protect your personal information. However, please be aware that method of transmission or storage over the internet is entirely secure, and we cannot guarantee absolute security of your data.

86.3 We use cookies and similar technologies to enhance your experience on our Website. By using the Website, you consent to the use of cookies in accordance with this Policy and Cookie Policy.

86.4 We may share your personal information with third-party service providers who help us in operating our business, such as payment processors and shipping companies. We ensure that these third-party

partners handle your data securely and comply with relevant privacy laws. Our third-party booking system (Roller Australia Networks) is PCI compliant.

- 86.5 If you have given your consent, we may send you marketing communications about our products, services and promotions. You can opt-out of these communications at any time by following the instructions provided in the emails or contacting us directly.
- 86.6 You have the right to access, correct, or delete your personal information held by us. If you wish to do so, please contact us using the details provided at the end of this Policy.

87 Use and Disclosure of Personal Information

- 87.1 Rabbit Hole guarantees that information collected from Consumers are treated in accordance with Rabbit Hole's Privacy Policy at all times.
- 87.2 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.
- 87.3 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.

88 Photography and Filming

- 88.1 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.
- 88.2 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 unless communicated to which Rabbit Hole will provide a wristband so that it is visible to multimedia creators that the guest does not consent and would not like to be photographed, filmed or recorded. 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.
- 88.3 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.
- 88.4 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.

89 COVID Privacy Collection Notice

89.1 As per Occupational Health and Safety Amendment (COVID-19 Vaccination Information) Regulations (July 2023 update), Rabbit Hole no longer collects, records, hold and use COVID-19 vaccination information from specified persons attending a workplace under the management or control in order to determine and to implement reasonably practicable measures to control COVID-19 risks.

89.2 A specified person includes employees, independent contractors and their employees, volunteers and students on placement permitted to attend the workplace.

90 How to Contact Us

90.1 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

EXPLORE RABBIT HOLE SCHOOL GROUPS



LET YOUR IMAGINATION TAKE YOU AWAY
www.rabbitholeplaycentre.com.au



WELCOME

Rabbit Hole provides both imaginative and imaginative based activities in a safe and clean environment where children can have fun.

Our space comprises of five main rooms under one roof, a play cafe, reading nook and an outdoor area, offering staff and students opportunities to explore something new and exciting each week.

Whether you are looking for a range of play areas or an educational for school outings at Rabbit Hole we offer a range of options to ensure the perfect day out of the playground.

Contact us today to plan your next excursion and get inside insight on all activities with us!

Book us
Days 10, 20, 30, 40, 50, 60
Bookings only, 9AM

Phone:
08 8347 9200

Website:
www.rabbitholeplaycentre.com.au

Facebook:
www.facebook.com/rabbit.hole.playcentre

Instagram:
www.instagram.com/rabbit.hole.playcentre

Twitter:
www.twitter.com/rabbit.hole.playcentre

PLAY & EXPLORE

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

You will have a fantastic time exploring all the wonderful features of the play centre, with colorful lights, fun activities and opportunities to get inside through.

You will have a fantastic time exploring all the wonderful features of the play centre, with colorful lights, fun activities and opportunities to get inside through.



The play centre is designed to be a place where children can explore their imagination and have fun. It features a variety of play structures, including a large play house, a play cafe, a reading nook, and an outdoor area. The play centre is designed to be a safe and fun environment for children to explore their imagination and have fun.



PAYMENT OPTIONS
Recommended for all ages
Group Size 10 to 500

LUNCH
Lunch is available for all ages
\$10 per student
\$20 per adult

ARRIVAL & DROP-OFF

On the Day

Bookings

SAFETY
Students should be aware that there will be staff, other students and general public present at Rabbit Hole during their visit. Therefore we ask that students follow the following code of conduct and ensure student behaviour is on the safe side.

EQUIPMENT SAFETY
Students must comply with the regulations and requirements regarding the use of equipment. All equipment must be used appropriately to avoid injury.

STUDENT PROPERTY
Students should be aware that their personal belongings should be left in their lockers or bags. Rabbit Hole is not responsible for any loss or damage to student property.

EMERGENCY RESPONSE PLAN
Students should be aware that in the event of an emergency, they should follow the instructions of the staff and the fire warden.

THE LIGHTS & DARKNESS
Students should be aware that the play centre is a dark environment. Therefore we ask that students bring a flashlight or a small light to help them navigate the play centre.

PARKING MAP

Map showing the location of the play centre and the surrounding area. The map includes the play centre, the cafe, the reading nook, and the outdoor area. The map also shows the location of the nearest bus stop and the nearest train station.

Map us
Days 10, 20, 30, 40, 50, 60
Bookings only, 9AM

Phone:
08 8347 9200

Website:
www.rabbitholeplaycentre.com.au

Facebook:
www.facebook.com/rabbit.hole.playcentre

Instagram:
www.instagram.com/rabbit.hole.playcentre

Twitter:
www.twitter.com/rabbit.hole.playcentre