

Terms and Conditions

An insight into Bumble Bee Play House Party Hire:

Bumble Bee Play House offers a variety of different experiences and set ups to accommodate children's parties.

Bumble Bee Play House provides experiences for ages 0 to 6.

Safety is Bumble Bee Play House's number one priority when hiring out experiences and set ups.

Rules:

General:

- The hirer must supervise the children at all times during the allocated hiring time.
- Keeping our space clean and tidy Bumble Bee Play House asks NO FOOD or DRINKS near the experiences, especially not near the sensory/messy ones.
- Once the experiences are set up, Bumble Bee Play House asks for the hirers approval to use the photos and/or videos of the set ups for advertising and promoting purposes. These will include our social media pages, flyers, website and other possible displays.
- The hirer has confirmed that the hired venue accepts messy, glitter and painting experiences inside.

Health and Safety:

- Painting, sensory play and art and craft experiences may have ingredients that have a low risk of a reaction if eaten or rubbed into eyes.

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- As Bumble Bee Play House programs provide experiences for ages 0-6years and have no sections for the different ages, hirers need to determine which experiences are appropriate for their children's party to engage in to reduce the risk of any hazards such as choking.

- Playing comes in all kinds of fun. At Bumble Bee Play House we recommend children and parents/caregivers wear clothing and footwear that can get messy, as painting and sensory play experiences may contain ingredients such as food colouring that might cause stains.

You as the hirer:

- agrees to Bumble Bee Play House's rules set out above on behalf of themselves, children and their guests:
- agree not to hold Bumble Bee Play house liable for clothing, footwear or other items that may become damaged, marked or stained.

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1. Acceptance and Term

1.1. These Terms are entered into between Bumble Bee Play House (ABN 63 354 828 373) (“we”, “us” or “our”) and you. You accept all policies, terms and conditions, rules and codes of conduct made by Bumble Bee Play House and any relevant third parties. You accept these terms and conditions by:

1.1.1. Ticking the ‘yes’ box on the party form when making the booking.

1.1.2. you, your children and/or guests participating in the experiences; and/or

1.1.3. paying the whole payment.

1.2. These Terms will commence once you accept these Terms in accordance with clause 1.1 and will continue until the date we have completed the provision of the experiences to you (as reasonably determined by us), unless earlier terminated in accordance with these Terms.

2. Payments and refunds

2.1. Unless otherwise agreed by us, the party will not go ahead until the payment has been paid by you in full.

2.2. Unless related to Cause 5.2, you cannot request a refund if you are dissatisfied with the experiences.

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3. Experiences

3.1. In consideration of your payment of the prices, we will provide the experiences in accordance with these Terms.

4. Your obligations and warranties

4.1. You agree to:

4.1.1. comply with (and ensure your guests complies with) these Terms, our rules, directions, requests or requirements (including in relation to the Venue) and all applicable laws; and

4.1.2. provide all assistance, information and documentation reasonably necessary to enable us to comply with our obligations under these Terms or at law.

4.2. You represent, warrant and agree that:

4.2.1. there are no legal restrictions preventing you from entering into these Terms;

4.2.2. all information and documentation that you provide to us in connection with these Terms is true, correct and complete; and

4.2.3. you have not relied on any representations or warranties made by us in relation to the experiences (including as to whether the experiences are or will be fit or suitable for your particular purposes), unless expressly stipulated in these Terms.

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5. Australian Consumer Law (ACL)

5.1. Certain legislation, including the Australian Consumer Law, and similar consumer protection laws and regulations, may confer you with rights, warranties, guarantees and remedies relating to the provision of the experiences by us to you which cannot be excluded, restricted or modified (Statutory Rights).

5.2. Our services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the experiences, you may be entitled to cancel these Terms with us and receive a full refund of that party hire.

For other failures, not determined to be a “major” failure, we reserve the right to rectify the issue, as reasonably possible, or offer you a refund as we see fit, without consultation with you.

5.3. Subject to your Statutory Rights, we exclude all express and implied warranties, and all material, work and experiences (including the experiences) are provided to you without warranties of any kind, either express or implied, whether in statute, at law or on any other basis.

5.4. This clause 5 will survive the termination or expiry of these Terms.

6. Exclusions to liability

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- 6.1. Despite anything to the contrary, to the maximum extent permitted by law, you waive and release us from any liability caused or contributed to, arising from or in connection with:
 - 6.1.1. your or your guest's acts or omissions, including where such action results in an injury to your child, another child at the party, staff, guests or yourself;
 - 6.1.2. any participation in the experiences by a person other than you and your guests;
 - 6.1.3. any works, experiences, goods, materials or items which do not form part of the experiences (as expressed in these Terms), or which have not been provided by us;
 - 6.1.4. the experiences being unavailable, or any delay in us providing the experiences to you, for whatever reason; and/or
 - 6.1.5. any event outside of our reasonable control.
- 6.2. We accept no liability for failure to perform our obligations or any delays to the performance of our obligations, if such delay or failure is due to any circumstance beyond our control.
- 6.3. This clause 6 will survive the termination or expiry of these Terms.

7. Limitations on liability

- 7.1. Despite anything to the contrary, to the maximum extent permitted by law:
 - 7.1.1. neither Party will be liable for Consequential Loss;

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7.1.2. any liability under these Terms will be reduced proportionately to the extent the relevant liability was caused or contributed to by the acts or omissions of you or your guests;

7.1.3. any liability arising from or in connection with these Terms will be limited to, at our sole discretion:

7.1.3.1. resupplying the experiences to you; or

7.1.3.2. repaying you the amount of the Fees paid to us in respect of the relevant Activities to which the Liability relates.

7.2. This clause 7 will survive the termination or expiry of these Terms.

8. Termination

8.1. Either party can terminate these terms.

8.2. Without limiting your rights under Clause 5, terminating these terms for any reason without just cause or reasonable notice prior to a scheduled party hire, will result in no refund or replacement or reschedule offered.

8.2.1. We reserve the right to amend or apply this clause at any time.

8.2.2. We reserve the right to choose a refund, replacement or reschedule, in consultation with you.

8.2.3. For the purposes of this Clause, “just cause” includes illness of your child on the day of the scheduled party hire but does not include your failure to notify us of a planned holiday or event that prevents you confirming your booking.

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8.3. Termination of these Terms will not affect any rights or liabilities that a Party has accrued under Clauses 5, 6, or 7.

9. Disputes

9.1. A Party may not commence court proceedings relating to any dispute, controversy or claim arising from, or in connection with, these Terms (including any question regarding its existence, validity or termination) without first meeting with a senior representative of the Company to seek to resolve the Dispute in good faith.

9.2. If the Parties cannot agree how to resolve the Dispute at that initial meeting, either Party may refer the matter to a mediator.

9.2.1. If the Parties cannot agree on who the mediator should be, either Party may ask the Law Society of New South Wales to appoint a mediator.

9.2.2. The mediator will decide the time, place and rules for mediation.

9.2.3. The Parties agree to attend the mediation in good faith, to seek to resolve the Dispute.

9.2.4. The costs of the mediation will be shared equally between the Parties.

9.3. Nothing in this clause will operate to prevent a Party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.

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10. General

10.1. Entire agreement

10.1.1. These Terms contains the entire understanding between the Parties, and supersedes all previous discussions, communications, negotiations, understandings, representations, warranties, commitments and agreements, in respect of its subject matter.

10.2. Governing law

10.2.1. These Terms are governed by the laws of New South Wales.

10.2.2. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in New South Wales and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.

10.3. GST

10.3.1. If and when applicable, GST payable on the prices will be set out on the invoices. You agree to pay the GST amount at the same time as you pay for the session. Unless expressly stated otherwise, all amounts in these Terms are inclusive of GST.

10.3.2. The term “GST” has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

11. Definitions

11.1. In these Terms, unless the context otherwise requires:

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Australian Consumer Law (“ACL”) means the Australian consumer laws set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth), as amended, from time to time.

Consequential Loss includes any real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.

Liability means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a Party to these Terms or otherwise.

Experiences mean Activities and is the service that we agree to provide to your child/children under these Terms.

Children is taken to refer to both singular and plural and means the child or children participating in the experiences.

Prices means the price to participate in the sessions as notified by us.

Venue means the venue where the party is being held.

Guests is taken to refer to both adults and children attending the party.

Payments means the way of payment via bank transfer or cash.

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