

PLAY-O-RAMA TERMS & CONDITIONS

1. INTRODUCTION

- a. These terms and conditions (**Terms**) govern the use of the Centre (defined below) and all related services provided by Play-O-Rama Kids Central Pty Ltd ABN 57 671 122 660 (**Play-O-Rama Kids Central**), both on-site and through online bookings.
- b. **By purchasing a Ticket, you agree to comply with these Terms.** If you do not agree with any part of these Terms, you must not purchase a Ticket and may not access the Centre or use its services.
- c. These Terms constitute a binding agreement between the visitor, customer, parent or guardian (**you or your**) and Play-O-Rama Kids Central regarding the use of the Centre and its services.
- d. You acknowledge and agree that a signed waiver is required for each child participating in activities at the Centre prior to entry. This will be provided at the Centre.
- e. Play-O-Rama Kids Central reserves the right to update or modify these Terms at any time without prior notice. Any changes to these Terms will be effective immediately upon posting on the Centre's premises or on the Website.
- f. It is your responsibility to review these Terms periodically for any updates or changes. Your continued use of the Centre or its services after the posting of any modifications to these Terms constitutes acceptance of such changes.

2. DEFINITIONS

Booking means all correspondence with Play-O-Rama Kids Central in relation to making a booking, including bookings made in-store and online.

Centre means the play centre located at [1/60 Isa Road Worrigee NSW 2540].

Playground means the playground and other play equipment available at the Centre.

Ticket means an entry admission ticket to the Centre.

Website Means Play-O-Rama Kids Central's website being, www.playorama.com.au].

3. CONDITIONS OF ENTRY

3.1 AGE RESTRICTIONS

- a. The Playground is designed for use by children who are toddler-aged up to primary school aged children.
- b. Play-O-Rama Kids Central reserves the right to refuse admission to any child if, at Play-O-Rama Kids Central absolute discretion, they reasonably believe that the child is older than the age limit specified. This decision is final and is made to ensure the safety and enjoyment of all children within the appropriate age range.

3.2 CARE AND SUPERVISION

You acknowledge and agree that:

- a. all children must be actively supervised by a parent or guardian at all times while at the Centre;
- b. all children must be accompanied and supervised by an adult who is at least 18 years of age and is capable of

PLAY-O-RAMA TERMS & CONDITIONS

providing reasonable supervision and care to children;

c. the parent or guardian must accompany their children to the bathrooms;

d. there is no running permitted on the Playground or in the Centre; the responsible parent or guardian must not leave their children unattended at the Centre at any time, including if the child is attending a party; and

e. Play-O-Rama Kids Central is a recreational service provider only, and Play-O-Rama Kids Central will not provide any caring or supervision services in any circumstances.

3.3 PARENT/GUARDIAN PARTICIPATION ON PLAYGROUND

If an adult, parent or guardian accompanies a child on the Playground (**Adult**):

a. the Adult acknowledges and accepts all risks involved in such participation;

b. the Adult is responsible for supervising the child at all times;

c. the Adult agrees to adhere to all rules, these Terms and Play-O-Rama Kids Central staff instructions; and to the maximum extent permitted by law, agrees to release and indemnify Play-O-Rama Kids Central from any claims arising from their participation.

3.4 DRESS CODE

a. the Adult acknowledges and accepts all risks involved in such participation;

b. the Adult is responsible for supervising the child at all times;

c. the Adult agrees to adhere to all rules, these Terms and Play-O-Rama Kids Central staff instructions; and

d. to the maximum extent permitted by law, agrees to release and indemnify Play-O-Rama Kids Central from any claims arising from their participation.

3.5 HEALTH AND SAFETY

a. For the health and safety of other children, only children who are well and free from illness are permitted to enter the playground. Parents and guardians are requested to ensure that their children do not have any contagious illnesses before visiting the playground.

b. Children exhibiting symptoms of illness, such as fever, vomiting, diarrhea, rash, or any other signs of contagious conditions, are not allowed to enter the Centre or Playground.

c. Play-O-Rama Kids Central reserves the right to refuse entry or request that a child leave the playground if they are exhibiting signs of illness or if, in Play-O-Rama Kids Central's absolute discretion, they reasonably believe the child is not well. This is to protect the health and safety of all children and staff within the Centre.

d. In the case of injury or sickness, the responsible parent or guardian and their children must leave the Centre and seek medical assistance immediately. Please note that in such circumstances, Play-O-Rama Kids Central is not required to issue any refund.

PLAY-O-RAMA TERMS & CONDITIONS

e. **If your children have any medical conditions, the responsible parent or guardian is responsible for assessing whether or not they can participate.**

3.6 BEHAVIOUR

a. Play-O-Rama Kids Central reserves the right to refuse admission to the Centre, ban from entry to the Centre or remove from the Centre any person who:

i. displays disruptive behaviour, including but not limited to, shouting, aggressive gestures, or causing disturbances to other children, guests or staff;

ii. refuses to comply with posted safety rules and instructions provided by Play-O-Rama Kids Central staff, endangering themselves or others;

iii. intentionally damages Play-O-Rama Kids Central property, equipment, or furnishings, or engages in behaviour that may result in damage to Play-O-Rama Kids Central property;

iv. engages in harassment, bullying, or discriminatory behaviour towards staff, children or other guests, creating an unsafe or unwelcoming environment;

v. attempts to bring or brings any prohibited items, as set out in clause 3.6(c);

vi. refuses to comply with reasonable instructions or requests from Play-O-Rama Kids Central staff regarding behaviour, safety, or other operational matters; or vii. otherwise breaches these Terms.

b. No person is permitted to enter the Centre if they are under the influence of alcohol or drugs.

c. The following items are strictly prohibited within the Centre:

i. weapons or dangerous objects;

ii. illegal substances or alcohol; and

iii. smoking or vaping devices.

3.7 LOST PROPERTY AND PERSONAL BELONGINGS

a. Parents and guardians are responsible for their children's personal belongings brought into the playground. Play-O-Rama Kids Central advises that valuable items be left at home to avoid loss or damage.

b. Play-O-Rama Kids Central does not accept responsibility for any personal belongings that are lost, stolen, or damaged while at the Centre. This includes, but is not limited to, clothing, shoes, toys, and electronic devices.

c. Any items found within the Centre will be placed in the lost property area. Parents and guardians can inquire about lost items at the reception desk.

d. Lost property will be kept for a period of [30 days]. After this period, unclaimed items may be donated to charity or otherwise disposed of at the Play-O-Rama Kids Central's discretion.

3.8 DAMAGE TO PLAYGROUND

PLAY-O-RAMA TERMS & CONDITIONS

a. Parents and guardians are responsible for the behaviour and actions of their children while at the Centre. Any damage caused by a child to the Play-O-Rama Kids Central's Playground, property, equipment, or facilities must be reported immediately to Play-O-Rama Kids Central staff. b. Play-O-Rama Kids Central reserves the right to hold parents or guardians financially liable for the cost of repairing or replacing any property, equipment, or facilities damaged by their child. This includes any intentional or accidental damage.

4. TICKETS AND PAYMENT

4.1 TICKETS

- a. Each child must have a valid Ticket to gain entry to the Playground.
- b. Ticket can be purchased either in-store at the Centre's reception or online via the Website.
- c. All Tickets are non-refundable. Once purchased, Tickets cannot be returned or exchanged for any reason. Play-O-Rama Kids Central may, in its absolute discretion, agree to reschedule the booking or convert the value of the booking to a Centre gift card.
- d. Tickets are valid only for the date and time specified at the time of purchase. Tickets cannot be transferred to another date or time unless otherwise stated by Play-O-Rama Kids Central.
- e. Play-O-Rama Kids Central is not responsible for lost or stolen tickets. Replacement Tickets will not be issued.
- f. Play-O-Rama Kids Central reserves the right to refuse entry if a valid Ticket is not presented or if these terms are not followed.

4.2 TICKET TIME LIMITS

- a. On normal weekdays (Monday to Friday, excluding public holidays and school holidays), Tickets grant unlimited access for the duration of the operating hours on the day of purchase.
- b. On weekends, public holidays, and school holidays, Tickets have a maximum time limit of two hours per Ticket. Guests may stay longer than two hours if space permits and additional time is purchased at the standard rates.
- c. Play-O-Rama Kids Central staff will monitor and enforce the time limits on tickets during weekends, public holidays, and school holidays. Guests exceeding the time limit may be asked to vacate the Centre or purchase additional time.
- d. Certain special events or promotions may have different time limits or unlimited access regardless of the day. Any exceptions to the standard time limits will be communicated to guests at the time of booking or entry.
- e. Guests who choose to leave the Centre before the expiration of their Ticket's time limit will not be entitled to a refund for any unused time.

4.3 PAYMENT

- a. **(Time for payment)** All Tickets must be paid for in full at the time of purchase. This applies to both in-store

PLAY-O-RAMA TERMS & CONDITIONS

and online purchases. Tickets are not considered valid until payment has been successfully processed.

b. **(Payment methods)** Play-O-Rama Kids Central accepts various forms of payment for admission Tickets, including cash, credit cards, debit cards, and other electronic payment methods as specified by Play-O-Rama Kids Central.

c. **(Online tickets)** Tickets may also be purchased online via the Website. Online payments are securely processed through Play-O-Rama Kids Central designated payment gateway. For more information, please see clause 4.3(j) below.

d. **(Email confirmation for online tickets)** For Tickets purchased online, a confirmation email will be sent to the provided email address. It is the responsibility of the purchaser to ensure that they receive and retain this confirmation as proof of purchase.

e. **(Non-refundable)** All Ticket sales are final. Tickets are non-refundable and non-transferable once the purchase has been completed, except as required by law.

f. **(Failure to pay)** If payment for a Ticket is declined or not received, Play-O-Rama Kids Central reserves the right to cancel the Ticket purchase. Play-O-Rama Kids Central is not responsible for any inconvenience or loss incurred due to the cancellation of unpaid tickets.

g. **(Price changes)** Play-O-Rama Kids Central reserves the right to change ticket prices and fees at any time without prior notice. The price applicable at the time of purchase will be the price charged.

h. **(GST)** All ticket prices include applicable taxes such as GST unless otherwise stated.

i. **(Card surcharges)** Play-O-Rama Kids Central reserves the right to charge credit card surcharges in the event that payments are made using a credit, debit or charge card (including Visa, MasterCard or American Express).

j. **(Online payment partner)** We may use third-party payment providers such as Venue Smart (Payment Providers) to collect payments for Tickets via the Website. The processing of payments by the Payment Provider will be, in addition to these terms, subject to the terms, conditions and privacy policies of the Payment Provider accessible [here] and, to the maximum extent permitted by law, we will not be liable for the security or performance of the Payment Provider. We reserve the right to correct, or to instruct our Payment Provider to correct, any errors or mistakes in collecting your payment.

4.4 GIFT CARDS

a. Gift cards may be purchased at the indoor playground's reception desk or online via the Website. They can be redeemed for admission tickets, merchandise, or services offered by the Play-O-Rama Kids Central.

b. Gift cards are valid for 3 years from the date of purchase.

c. Gift cards are not legal tender, account cards, credit or debit cards or securities. They are not reloadable and cannot be exchanged or redeemed for cash, a discount, or anything else.

d. Play-O-Rama Kids Central is not responsible for lost, stolen, or damaged gift cards. Treat gift cards as you would cash, as they cannot be replaced if lost or stolen.

PLAY-O-RAMA TERMS & CONDITIONS

5. FOOD AND BEVERAGES

- a. The Centre features an on-site food and beverage café offering a variety of snacks, meals, and beverages for children and adults (Café).
- b. Outside food and beverages are not permitted within the Centre area unless prior arrangements have been made with Play-O-Rama Kids Central. Guests are permitted to bring their own water bottles. Additionally, parents or guardians may bring specific food items for babies or young children, provided it is for their consumption only.
- c. It is the responsibility of parents and guardians to inform Café staff of any known food allergies and to carefully review ingredient information. To the maximum extent permitted by law, Play-O-Rama Kids Central is not liable for any allergic reactions that may occur. d. Play-O-Rama Kids Central cannot guarantee that any menu item is completely free from allergens due to potential cross-contamination.
- e. All food and beverage purchases must be paid for at the time of order. The café accepts cash, credit cards, and other forms of electronic payment as specified by Play-O-Rama Kids Central.
- f. Food and beverages purchased from the Café must be consumed within designated areas. Eating and drinking are not permitted on the Playground or in the play areas to ensure cleanliness and safety.

6. PARTY PACKAGES

- a. Parties must be booked in advance and are subject to availability. A non-refundable deposit of \$100 is required at the time of booking to secure the party date and time. You can book a party via www.playorama.com.au.
- b. In the event of a cancellation:
 - i. more than 1 month prior to the party booking date, the deposit is refundable; or
 - ii. less than 1 month prior to the party booking date, the deposit is non-refundable but Play-O-Rama Kids Central will convert the value of the deposit into a gift card available for use in the Centre.
- c. Rescheduling is subject to availability.
- d. Play-O-Rama Kids Central offers various party packages, details of which are available upon request or on the Website (Party Package). Each Party Package includes specific amenities and services as outlined in the Party Package description.
- e. Each Party Package includes a specified number of guests. Additional guests may be accommodated for an extra fee, subject to venue capacity and prior approval by Play-O-Rama Kids Central.
- f. Parents and guardians are responsible for the supervision of all children attending the party. Play-O-Rama Kids Central staff will assist with party activities as specified in the Party Package but are not responsible for direct supervision of the children.
- g. All guests must adhere to Play-O-Rama Kids Central's rules and policies, including those related to health and safety, dress code, and age restrictions. The host parent or guardian is responsible for ensuring that all party

PLAY-O-RAMA TERMS & CONDITIONS

guests comply with these rules.

h. Outside food and beverages are not permitted unless prior arrangements have been made with Play-O-Rama Kids Central. Play-O-Rama Kids Central offers a range of catering options as part of the Party Packages.

i. Play-O-Rama Kids Central takes food allergies seriously and strives to accommodate guests with food allergies. However, Play-O-Rama Kids Central cannot guarantee an allergen-free environment. It is the responsibility of the host parent or guardian to inform Play-O-Rama Kids Central of any known food allergies at the time of booking and to ensure that guests with food allergies are aware of the potential risks. To the maximum extent permitted by law, Play-O-Rama Kids Central is not liable for any allergic reactions that may occur.

j. Play-O-Rama Kids Central allows certain decorations to be brought in by the host, subject to prior approval. However, no decorations that may cause damage to the venue are permitted. The host is responsible for set-up and removal of any approved decorations.

7. THIRD PARTY TERMS SUPPLIERS

a. If we need to acquire goods or services supplied by a third party, you may be subject to the terms and conditions of that third party (**Third Party Terms**).b. Provided that we have notified you of such Third Party Terms and provided you with a copy of those terms (for example, a link on our Website), you agree to any Third Party Terms applicable to any goods or services supplied by a third party that we use to provide you any goods or services related to the Centre and we will not be liable for any loss or damage suffered by you in connection with such Third Party Terms.

8. LIABILITY

8.1 WARRANTIES

a. Under the Australian Consumer Law contained in the Competition and Consumer Act 2010 (Cth) (**ACL**), you may be entitled to certain remedies (like a refund, replacement or repair) if there is failure with the goods or services provided. Nothing in these terms is intended to limit the operation of the ACL. Please note that:

b. To the maximum extent permitted by applicable law, all express or implied representations and warranties not expressly stated in this agreement are excluded.

8.2 LIABILITY

a. To the maximum extent permitted by law and subject to clause 8.2(b), the total liability of each party in respect of loss or damage sustained by the other party in connection with these terms is limited to \$500.

b. Clause 8.2(a) does not apply to your liability in respect of loss or damage sustained by us arising from your breach of clause 3.2, 3.4, 3.5, 3.6, 3.8, 4.3, 5(c) and 6.

8.3 CONSEQUENTIAL LOSS

To the maximum extent permitted by law, neither party will be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings,

PLAY-O-RAMA TERMS & CONDITIONS

profits or revenue in connection with this agreement or any Products or services provided by us, except:

- a. in relation to a party's liability for fraud, personal injury, death or loss or damage to tangible property; or
- b. to the extent this liability cannot be excluded under the Competition and Consumer Act 2010 (Cth).

9. GENERAL

9.1 GOVERNING LAW AND JURISDICTION

This agreement is governed by the law applying in New South Wales, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with these terms. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

9.2 WAIVER

No party to these terms may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

9.3 SEVERANCE

Any term of these terms which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of these terms is not limited or otherwise affected.

9.4 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

9.5 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under these terms without the prior written consent of the other party.

9.6 COSTS

Except as otherwise provided in these terms, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing these terms.

9.7 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of these terms.

9.8 INTERPRETATION

PLAY-O-RAMA TERMS & CONDITIONS

- a. **(singular and plural)** words in the singular includes the plural (and vice versa);
- b. **(currency)** a reference to \$, or “dollar”, is to Australian currency;
- c. **(gender)** words indicating a gender includes the corresponding words of any other gender;
- d. **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- e. **(person)** a reference to “person” or “you” includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- f. **(party)** a reference to a party includes that party’s executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- g. **(these terms)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of these terms, and a reference to these terms includes all schedules, exhibits, attachments and annexures to it;
- h. **(document)** a reference to a document (including these terms) is to that document as varied, novated, ratified or replaced from time to time;
- i. **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- j. **(includes)** the word “includes” and similar words in any form is not a word of limitation; and
- k. **(adverse interpretation)** no provision of these terms will be interpreted adversely to a party because that party was responsible for the preparation of these terms or that provision.

10. NOTICES

Any notices required to be sent under this agreement must be sent via email using the party’s email addresses set out in this agreement, and the email’s subject heading must refer to the name and date of this agreement.

- a. If no email address is stated in this agreement, the notice may be sent to the email address most commonly used by the parties to correspond in relation to this agreement at the time the notice is sent.
- b. The notice will be considered to be delivered 24 hours after it was sent, unless the sender has reason to believe the email failed to send or was otherwise not delivered or received.