



KIDS DISCO PARTIES

Terms & Conditions

Last Updated 1st June 2020.

1. IN THESE TERMS & CONDITIONS ("Terms") the following expressions shall have the following meanings:
 - a. "The Business" means Junior Collective Australia, Trading as Kids Disco Parties ABN 42 616 045 017 and their licensees and agents;
 - b. "The Customer" means any person who agrees to abide by these terms on their own behalf or on behalf of any other person and any person whose agent agrees to abide by these terms.
 - c. "The Equipment" means the equipment described in any Order received by the business from the customer;
 - d. "Period of hire" means the period of time described in the Order or any extension thereof;
 - e. "Event date" means the date of the customer's party and or event.
 - f. "Event Host" means a person hired from the business by the customer to coordinate a Hosted Disco Package at the customer's party or event, as part of a package for the period of hire.
 - h. "Package" means an agreed service offering selected by The Customer.
 - g. "Order" means a paid request for products and or services from the business;
 - i. "Person" includes a company, legal entity or body of persons;
 - j. "Website" means the domain www.kidsdiscos.com.au
 - k. "Event Venue" means the location (personal ownership, booked, borrowed, loaned or hired)
2. These terms apply to all contracts for the sale of products and or services by the business to its customer notwithstanding any conditions to the contrary contained in any purchase order or otherwise except as expressly agreed in writing and acknowledged by the business.
3. Property in any goods supplied shall remain vested in the business and shall not pass to the customer or any other party until the invoice relative to such goods shall have been duly and fully paid. Notwithstanding the foregoing all parts and goods are at the risk of the customer from the time of supply.
4. Every care is taken to ensure that products supplied by our business are in good and useable condition. No claim to the contrary will be entertained unless received in writing by the business within seven (7) days of delivery to the customer.
5. The business shall be not be liable to the customer for any loss or damage or consequential loss or damage arising from the use of the equipment or delivery of services to the customer howsoever caused and of whatever nature that damage or loss might consist of. In the event that this provision should be declared unlawful then in view thereof the business's liability to

the customer will not in circumstances exceed the total consideration paid by the customer to the business in respect of an Order.

KIDS DISCO PARTIES WEBSITE

6. The information provided on our web site is for residents of Melbourne, Australia only and should not be relied upon by residents of any other states in Australia.
7. The customer warrants that any information provided to the business will be true, complete and accurate.
8. You agree that the business may use the information you provide, to send you information about our products and services in the ordinary course of our business (unless you otherwise advise to the contrary).
9. The customer will not use any information, invitation templates or newsletter flyers obtained or created through the business for any illegal or unlawful purpose or in breach of these terms.
10. Copyright in all the product, merchandise, material, software, layout, design, text, graphics and code contained on or used to produce the web site, newsletters and party invitations are subject to copyright. Other than as permitted by the business or these terms your use of anything in which the business has copyright is governed by the copyright laws of Australia.
11. The business believes that the information and material provided on this web site is correct at the time of compilation but does not warrant the accuracy or currency of that information and material. You should carefully check the information and material (where relevant) to determine its currency.

GENERAL

12. The business makes no representation or warranty that any goods and or service provided by the business to the customer is suitable for your intended purpose or that it will meet your expectations. The business will use its best endeavours to ensure that any goods and or service provided is accurate, timely, in good working order and secure (as the case may be) but does not make any warranty or assurance in this regard.
13. We may vary these Terms, our Privacy Policy and our Order Policy from time to time and we recommend that you regularly review the terms and the Policy that will be made available on our web-site.
14. You agree that these Terms and our Order Policy set out the entire agreement between us with respect to your access to, and use of, our products, services and information.
15. Should any term or provision of these Terms be held to be invalid or unenforceable by a Court of competent jurisdiction, such term or provision shall be severed from these terms and the remaining terms and provisions shall remain in full force and effect.
16. Any failure to act with respect to a breach by the customer or others does not waive the business's right to take action with respect to subsequent or similar breaches.
17. These Terms are governed by and construed in accordance with the laws of the State of Victoria and you consent to the exclusive jurisdiction of the Courts of that State (including Courts having an appellate jurisdiction therefrom).
18. Waiver of any breach of these terms by the business shall not constitute a waiver of any subsequent or continuing breach.

19. Neither party shall be liable for any failure or delay in performance under these Terms for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

KIDS DISCO HOST & EVENT PACKAGES

20. The customer is entitled to receive the service from the business, Event Host or it's suppliers for the period of hire described in the Order.

21. The customer agrees to pay the business the Order fee and other charges for the services as required for the period of hire.

23. The customer agrees to pay the business the Order fee and other charger for the service within 14 days of The Event. Any overdue accounts will be subject to a 1% surcharge per day thereafter.

24. The customer agrees that;

- a. The service provided by a Kids Disco Host do not under any circumstances include the supervision, care and first aid of a person attending an Event Date. Parents and careers are responsible for the behaviour and safety of those persons attending an Event Date;
- b. The Event Venue has been inspected prior to the Event Date ensuring the space is suitable in size, is free from obstructions and complies with the Event Venue Policy (below)
- c. All contact details of parents/guardians for all children attending the event accessible in case of an emergency
- d. The Business and Event Host is notified of any medical conditions or food allergies of individual children attending prior to commencement of the Event Date.
- d. The Kids Disco Host is not responsible for the setting up or packing down of your event or party wares, decorations, structures, birthday cake or anything else not related to the package ordered from the Business (unless otherwise agreed), and will leave the event venue at the end of the period of hire;
- c. They will report to the business within 24 hours any damage or any event which may give rise to a claim by any person against any party for injuries to persons or damage to property arising out of the use of the services provide.

25. The customer acknowledges that:

- a. Prizes and merchandise supplied as part of a package are subject to availability. The customer agrees to permit the business to submit a suitable replacement at the business's discretion for any product and or merchandise that is not available when required.
- b. The business may take photos at the customer's party for promotional use, including the Kids Disco Parties website, Promotional material, Facebook and Instagram Social Networks, unless you otherwise advise to the contrary.
- c. All intellectual property, including party invitations, disco flyers, templates and checklists are subject to copyright and may not be used or accessed outside of the intended use for the event date.

- d. Travel surcharges apply to events hosted outside of 30km of Melbourne CBD to cover The Hosts time and travel expenses.

EVENT VENUE POLICY

- 27. The Customer agrees that they have personally inspected the Event Venue prior to the Event Booking and is fit for purpose for the Event Date. An Event Venue is fit for purpose when:
 - a. Is free of obstructions or hazards
 - b. Adequate space is provided for expected number of attendees including party guests and their parents
 - c. Sufficient toilets and hand washing facilities for expected number of attendees
 - d. Adequate amenities provision for people with disabilities
 - e. Adequate drinking water available for attendees
 - f. When inside Adequate ventilation including ceiling fans and/or air conditioning (see Extreme Weather Policy)
 - g. When outside sufficient waterproof cover and/or shade is provided (see Extreme Weather Policy)
 - h. Ease of access to a minimum of 2 x power outlets
 - i. Where stairs require the Event Host to carry equipment to the Event Venue the Business is notified prior to the Event Date.

- 2. The Customer agrees that they have personally inspected the Event Venue prior to the Event Booking and is fit for purpose for the Event Date. An Event Venue is fit for purpose when:

EXTREME WEATHER POLICY

- 28. To protect the safety of children, Event Attendees and Event Hosts, KDP follow an Extreme Weather Policy/Protocol that in the event of Extreme Weather will be implemented by the Event Host/Kids DJ upon forecast temperature, wind gusts and conditions outlined below.

KDP access the Australian Bureau of Meteorology website (www.bom.gov.au) to check for forecast adverse weather events. This is reviewed 7 days prior to the Event Date and 48 hours prior to the Event Date.

The Customer agrees that in the event of extreme weather an Event Host may implement the *Extreme Weather Policy* should the following extreme weather conditions occur:

- a. **INDOOR EVENTS: (RECOMMENDED)**
Temperature:
Over 25 degrees but less than 30 degrees: Fans must be provided
Over 30 degrees: Air-conditioning must be provided by Event Host

- b. **OUTDOOR EVENTS (including garages):**
Temperature:

Under 24 degrees: Shaded area provided by the Event Host for DJ and Equipment
Over 24 degrees but less than 34 degrees: Shaded area provide by the Event Host for all party guests, DJ & Equipment
Over 35 degrees event will be rescheduled or cancelled.

c. OUTDOOR EVENTS

Wind Gusts:

If wind gusts forecast are over 30km/ph 45 minutes prior start time the event will be rescheduled or cancelled.

d. OUTDOOR EVENTS

Conditions:

If rain/thunderstorms/lightning is forecast within 8 hours prior or post start time the event will be rescheduled or cancelled.

COVID-19 SAFE POLICY

29. KDP access the [Worksafe Victoria](#) website and [Victorina DHHS](#) Website and will adhere to restrictions and safety guidelines when determining the conditions for facilitation of the Event.

To protect the safety of children, Event Attendees and Event Hosts, The Company may be required to take action, including the immediate cancellation of an Event if the Host determines the following conditions are not met before or during the event. The customer acknowledges that;

a. Conditions for facilitation before the Event commencement time

- ii. The Customer agrees that if hosting at a hired venue they have checked the event space meets current Victorian Government requirements for density limits.
- iii. The Customer agrees to ensure all guides are recorded using the KDP QR Code check in and assist the DJ with ensuring compliance.
- iv. The Customer agrees to disinfect surfaces Event venue including doorknobs, tables, and bathrooms. It is recommended bathroom and surfaces are cleaned mid-way through the event.
- v. The Customer will restrict and monitor access to areas of the Event Venue that are non-essential for children to spend time in.
- vi. The Customer will provide a space that includes 2 square meters for each attendee.
- vii. The Customer will provide the Event Host a list of all attendees including parent/guardian name and contact phone number.

b. Conditions for facilitation during the Event;

- ii. The Customer will maintain restricted numbers of people in the home to government guidelines at the Event date.
- iii. The Event Host will facilitate the cleaning of hands using hand sanitiser at the door and schedule regular handwashing throughout the event including before and after eating.
- iv. The Customer and Event Host will promote and practice physical distancing of 1.5 metres between all adults (and children where possible).
- v. The Customer will ensure increased ventilation by opening windows or adjusting air conditioning.
- vi. The Customer will keep food covered and to break times. If possible host eating opportunities outside and label cups/drink bottles.

c. The Customer is required to cancel the Event if;

- ii. They or their child are feeling sick
- iii. They have a sick family member
- iv. They or a family have been required to quarantine

30. The Customer agrees that if either the Event Host or Company are required to cancel an event due to COVID-19 Safe Policy breach;
- a. The Host will stop the event and leave the Event venue immediately
 - b. The Customer will forfeit the full amount paid for the Order and Package (service).
 - c. Cancellation policy 31.a applied

CANCELLATION & RESCHEDULING POLICY

31. The Customer agrees that if they wish to cancel the Event date that;
- a. Cancellations made within 7 days of the Event date will forfeit 100% of the booking fee.
 - b. Cancellations made within 14 days of the Event date will forfeit 50% of the booking fee.
 - c. Cancellations made within 15 days or more of the Event date will forfeit 25% of the booking fee.
32. The Customer agrees that if they wish to reschedule the Event date that;
- a. Credit for monies paid will be valid for up to 12 months from the Event date with the rescheduled Event date to occur within this period.
 - b. Reschedules are be subject to availability
 - c. The Company's current Event package price will be calculated at the time of booking rescheduled Event date
 - d. Reschedules can be made one time only per original Event date
 - e. When cancelling at rescheduled date the Cancellation Policy applies.
 - f. Reschedules made within 7 days of the Event date will forfeit 50% of the booking fee.
 - g. Reschedules made within 14 days of the Event date will forfeit 25% of the booking fee.
 - h. Reschedules made within 15 or more days of the Event date may do so without fee.