



## **Birthday Party Terms and Conditions**

## Table of Contents

1. Definitions .....	4
1.1 Host .....	4
1.2 Guests .....	4
1.3 Pearl Coast Gymnastics Club.....	4
1.4 Party .....	4
1.5 Parent/Guardian .....	4
1.6 The Venue .....	4
2. Charges and Payments.....	4
2.1 Packages.....	4
2.2 Goods and Services Tax.....	4
2.3 Deposit .....	4
2.4 Payment of Booking Fees .....	5
2.4.1 Basic Parties .....	5
2.4.2 Deluxe Parties .....	5
2.4.3 Debt Collection .....	5
2.5 Card on File .....	5
2.6 Cancellation Rules.....	5
2.7 Additional Costs .....	6
3. Guests .....	6
3.1 Minimum Number of Guests.....	6
3.2 Adherence to Staff Instructions.....	6
3.3 Dress Code.....	6

3.4	Policies.....	6
3.5	Photography and Media Capture Consent.....	7
4.	The Host.....	7
4.1	Providing a Guest List.....	7
5.	Setup + Clean Up.....	7
5.1	Responsibilities of Pearl Coast Gymnastics Club.....	7
5.2	Responsibilities of The Host.....	8
5.3	Setup Time.....	8
5.4	Clean Up Time.....	8
5.5	Cleaning Fee.....	8
6.	The Venue.....	8
6.1	Setup.....	8
6.2	Damages.....	8
6.3	Misplaced, Lost or Stolen Property.....	9
6.4	Inclusions.....	9
6.5	Entry and Exit.....	9
6.6	Parking.....	9
6.7	Food Consumption.....	9
7.	Liability.....	9
8.	First Aid.....	10
9.	Payment Surcharges.....	10

10. Agreement..... 11

## 1. Definitions

### 1.1 Host

The Host refers to the individual or customer who has placed the booking.

### 1.2 Guests

The Guests refers to the group of individuals or individual who is attending the booked Birthday Party and include their parents and guardians if under the age of 18.

### 1.3 Pearl Coast Gymnastics Club

Pearl Coast Gymnastics Club refers to Pearl Coast Gymnastics Club Broome Inc., with the ABN 12 425 896 793, and includes it's agents, employees, coaches, volunteers, committee, committee members and contractors.

### 1.4 Party

'Party' generally refers to the booked Birthday Party with Pearl Coast Gymnastics Club.

### 1.5 Parent/Guardian

The Parent/Guardian refers to the legal or otherwise duly authorised representative of the registered guest who is under the age of 18.

### 1.6 The Venue

The Venue refers to the location of the party, Pearl Coast Gymnastics Club (operating out of Broome Senior High School, 69 Fredrick Street, Broome, WA, 6725), or another location as agreed upon between both the Host and Pearl Coast Gymnastics Club.

## 2. Charges and Payments

### 2.1 Packages

Pearl Coast Gymnastics Club provides a range of birthday party options which can be selected at the time of booking and are accessible via our website. Each package contains certain inclusions and exclusions which we encourage the host to review these prior to booking a party with us.

### 2.2 Goods and Services Tax

Unless otherwise stated, all prices exclude GST. GST of 10% will be charged.

### 2.3 Deposit

A non-refundable deposit of \$150 will be required to be paid at the time of booking to secure your desired day/time and secure your party booking. At the discretion of our Administration Team, deposits may be refunded in very limited

circumstances, including a cancellation of the event by Pearl Coast Gymnastics Club, or extenuating circumstances outside the control of the host, such as a death in the family or a significant weather event. All refunds are at the discretion of Pearl Coast Gymnastics Club staff, and are conducted in line with our Fee and Refund Policy.

## 2.4 Payment of Booking Fees

### 2.4.1 Basic Parties

The below applies to any party with the 'Basic Package' and parties which do not utilise our catering offers:

Generally all fees relating to your booking will be charged or invoiced to The Host the week of the party, and must be paid in full at least 48 hours prior to the booking. Pearl Coast Gymnastics Club will make all reasonable efforts to contact you should your fees be outstanding or have not been paid by the morning of the party. If after making attempts to contact you, your booking fees are still outstanding, Pearl Coast Gymnastics Club reserves the right to cancel your booking or refuse entry to the venue until all monies have been paid. We may also attempt to collect the funds through your payment method if saved on file, however we will always attempt to contact you beforehand.

### 2.4.2 Deluxe Parties

The below applies to any party with the 'Deluxe Package' and parties which have purchased our catering add ons:

All fees relating to your booking must be paid in full 7 days prior to your booking date. Pearl Coast Gymnastics Club will make all reasonable efforts to contact you should your fees be outstanding or have not been paid by the morning of the party. If after making attempts to contact you, your booking fees are still outstanding, Pearl Coast Gymnastics Club reserves the right to cancel your booking or refuse entry to the venue until all monies have been paid. We may also attempt to collect the funds through your payment method if saved on file, however we will always attempt to contact you beforehand.

### 2.4.3 Debt Collection

The debtor/s shall pay for all costs incurred by Pearl Coast Gymnastics Club in recovering any owed monies under this Agreement. These costs include recovery agent costs, repossession costs, location search costs, process server costs, solicitor costs on a solicitor/client basis, debt collection commission, and legal fees on an indemnity basis.

## 2.5 Card on File

All bookings must save a card on file with Pearl Coast Gymnastics Club, which will be provided at the time of booking and saved on file. Your card will be stored securely, in line with relevant PCI regulations and our Privacy Policies. The card provided must be valid at all times.

## 2.6 Cancellation Rules

If a booking is cancelled within 7 days of the booking date, no monies will be refunded. If a booking has been cancelled outside of this period, monies paid, excluding the deposit, will be refunded to the original payment method, minus any

payment processing fees incurred by Pearl Coast Gymnastics Club. We are happy to assist in any way we can – Please reach out to us at \_\_\_\_\_ for support or requests to reschedule the party.

We understand that plans change. While cancellations within 7 days are non-refundable, we may be able to assist with rescheduling depending on availability.

If a booking is cancelled within 24 hours of the booking date, a \$50 cancellation fee applies, to help cover the cost of our team packing down the venue. This will be charged to your card on file.

## 2.7 Additional Costs

Any damages incurred during the event will be assessed and charged to the card on file. Pearl Coast Gymnastics Club reserves the right to charge for repairs or replacements resulting from damage caused by attendees. We also reserve the right to charge a \$100 cleaning fee should the party area be left in a state of lesser quality than how it was prepared by Pearl Coast Gymnastics Club, for the booking. We also reserve the right to charge any non-standard costs, such as costs to replace equipment taken home, excess rubbish requiring an additional collection, repair fees for damaged walls, etc.

## 3. Guests

### 3.1 Minimum Number of Guests

The minimum number of guests for any booking is 10.

### 3.2 Adherence to Staff Instructions

All guests must adhere to and follow the instructions of Pearl Coast Gymnastics Club staff at all times. Where we believe a guest's safety or any other guests safety is at risk, we may ask the guest to remove themselves from the venue without refund, and we may refer their behaviour to any relevant agencies and/or the Pearl Coast Gymnastics Club committee for investigation and action.

### 3.3 Dress Code

For the safety of all guests, we ask that the following general dress code be followed:

- Socks or bare feet only when on the floor
- Moveable, athletic attire, which is tight enough to prevent clothing from becoming caught on any equipment or causing the athlete to trip, fall, etc
- Limited jewellery – Some piercings, watches, bands, and other jewellery can become caught or trapped in or on equipment. We ask The Host to exercise caution and common sense to ensure everyone's enjoyment and safety.

### 3.4 Policies

All guests agree to follow all Pearl Coast Gymnastics Club policies including but not limited to the Code of Conduct, Fee and Refund Policy and Behaviour Management Policy.

## 3.5 Photography and Media Capture Consent

Unless expressly opted out in writing, Pearl Coast Gymnastics Club may take footage for promotional or educational purposes in line with Gymnastics Australia's Photography Policy and Safeguarding Children and Young Persons Policy, which may be used on social media, in the newspaper, on our website, etc. Only authorised staff will be permitted to capture footage.

## 4. The Host

The Host is responsible for ensuring the safety and supervision of all guests while at the booking. The Host is fully responsible for the supervision and conduct of all guests during the booking. Pearl Coast Gymnastics Club is only providing the venue for hire and will not supervise guests.

The host must ensure all attendees behave respectfully, adhere to the club's policies, and follow any safety instructions provided by staff. Pearl Coast Gymnastics Club reserves the right to terminate the event if safety concerns arise due to guest behaviour.

Pearl Coast Gymnastics Club will ensure open and timely communication with The Host to ensure an enjoyable and safe experience for all involved with the booking.

The Host is responsible for the collection and storage of all guest's details to ensure that parents and guardians can be contacted should an emergency occur. The Host must also ensure that if such an emergency was to occur that Pearl Coast Gymnastics Club will be notified of any medical conditions, allergies, etc that may impact our ability to provide first aid, and for the purposes of conducting an incident report, provide the contact information of the guest or their parents to Pearl Coast Gymnastics Club upon request.

### 4.1 Providing a Guest List

The host is also responsible for providing Pearl Coast Gymnastics Club with a guest list, which includes basic guest information, as well as information about the guests parent or guardian if the guest is under 18 years of age. A guest list is required by our insurance provider and Gymnastics Australia.

## 5. Setup + Clean Up

### 5.1 Responsibilities of Pearl Coast Gymnastics Club

Based on the inclusions of the package selected by the Host, we will ensure that all equipment and inclusions are clean, safe and in good condition when setting up for the booking. Should any equipment provided by Pearl Coast Gymnastics Club become faulty or in not good working condition, we will endeavour to immediately replace said equipment and support the host with an alternative, or compensation.

## 5.2 Responsibilities of The Host

The Host is responsible for ensuring that the venue is left in the same condition as when they arrived. We ask that The Host ensure the following at the completion of the booking:

- Return the outside party area to the way in which it was given to them by Pearl Coast Gymnastics Club
- Place all rubbish in the bin
- Remove any leftover food, drinks, party bags, etc
- Remove any decorations put up by The Host
- Ensure that the gymnasium has been left clear of rubbish, however The Host is not expected to clean, or pack away any part of the gymnasium (this is a responsibility of Pearl Coast Gymnastics Club)

## 5.3 Setup Time

Hosts may arrive 30mins prior to the start of their booking to setup any decorations, food, drinks, games, banners, etc, provided they do not damage the venue in any way.

## 5.4 Clean Up Time

We provide The Host with 15mins after their booking time to clean up and return the party area to the way it was found, and in line with 5.2.

## 5.5 Cleaning Fee

A \$100 cleaning fee may apply where the venue has not been left in the same state as it was provided to The Host, outside of the normal and expected small amounts of rubbish, etc which may have accidentally been left or unnoticed by The Host. For example, a cleaning fee may apply where drinks have been spilt on the matting, or where the outside party area has been left in a state which was not how it was provided to The Host.

## 6. The Venue

Pearl Coast Gymnastics Club will supply the venue in good faith and make every reasonable effort to ensure that the venue is safe and free from hazards, however we do not guarantee or take any responsibility for any injuries, damages or deaths that may arise in respect to the venue.

### 6.1 Setup

Pearl Coast Gymnastics Club will setup the venue with our gymnastics equipment and conduct a safety inspection to ensure the venue is safe and prepared for the booking. Due to the nature of Birthday Parties and the majority of our guests being under 18, it is highly likely that equipment like blocks and toys will be moved around throughout your booking, we cannot guarantee that such movements of equipment will be safe. We encourage The Host to actively ensure that participants are supervised and the moving of equipment is in a manner that will not result in injury.

### 6.2 Damages

The Host shall not permit any of the following without prior approval of Pearl Coast Gymnastics Club;

- o Fastening of nails, adhesive features, tacks or screws.
- o Attachment of signs, posters or any advertising / promotional materials outside the Pearl Coast Gymnastics Club
- o Any fastening or attachment tending to injure or deface the premises.

The Host shall meet any expense associated with the removal or damage caused by unapproved signs, posters or attachments.

The Host shall be responsible for any damages to any equipment or the venue, excluding standard wear and tear.

### 6.3 Misplaced, Lost or Stolen Property

Pearl Coast Gymnastics Club shall assume no responsibility whatsoever for losses suffered in respect of any misplaced, lost, abandoned or stolen property.

### 6.4 Inclusions

The Venue for Birthday Party bookings includes the main gymnasium area, the outside toilet blocks (excluding showers) and the front veranda area of the gymnasium. All other areas, including but not limited to storerooms, classrooms, and internal toilets are excluded from this agreement and as such must not be used, unless authorised to do so by staff.

### 6.5 Entry and Exit

Entry to the venue is only through the Kerr ST entrance, located at the back of Broome Senior High School, near the residential college. To enter the gymnasium, use the designated and signed doors to enter and exit.

### 6.6 Parking

Parking is only in the designated spaces near the Performing Arts Centre, upon entering the venue from the Kerr ST entrance. No parking is permitted off road, including on the dirt, grassed areas, footpaths, etc.

### 6.7 Food Consumption

Food and drinks are only permitted in the designated outside party area, and in other outside areas as per these terms and conditions. No food or drink is to be consumed inside the gymnasium under any circumstances.

## 7. Liability

Pearl Coast Gymnastics Club is not liable to the customer, guests, your dependants or legal representatives for personal injury or death suffered by the customer because the activities were not supplied with due care and skill or were not reasonably fit for their purpose or because of the negligence, breach of contract, statute or statutory duty by Pearl Coast Gymnastics Club.

The customer acknowledges that the activities are dangerous with many inherent risks and hazards and as a consequence personal injury and sometimes death can occur and the host and guests assumes and accepts all such

risks and hereby waives the right to sue Pearl Coast Gymnastics Club for any personal injury or death in any way whatsoever caused by or relating to the guests and/or hosts participation in such activities.

RISK WARNING: The use of any equipment at Pearl Coast Gymnastics Club's venue involves a significant risk of participants suffering personal injury including the possibility of serious injuries, permanent disability or death. All participants who engage in such activities do so at their own risk.

It is the responsibility of the host to ensure parents, guardians and guests are aware of these risks prior to partaking in any activities with Pearl Coast Gymnastics Club.

## 8. First Aid

Pearl Coast Gymnastics Club will provide qualified First Aid Officers who have CPR training and will provide a fully stocked First Aid Kit which shall be maintained and inspected regularly. Such costs incurred in the event of an emergency, including but not limited to, ambulance fees, hospital fees, etc will be the responsibility of The Host or the Guest and not Pearl Coast Gymnastics Club or their employees or agents.

## 9. Payment Surcharges

All purchases are subject to our Fee and Refund Policy.

A payment surcharge will apply for all payments made online and will be added onto the amount after checkout using the below:

*Note: These surcharges may be updated from time to time by the payment provider. All efforts will be made to inform you of any updates. We will always display the surcharge at checkout.*

### Payrix



Bank Account - \$0.88

Visa - 1.98% + \$0.33

Mastercard - 1.98% + \$0.33

Amex - 3.85% + \$0.33

### Stripe

<p><b>Cards and wallets</b> Accept widely used credit and debit cards, prepaid cards, and digital wallets for online payments.</p> 	<p><b>1.7% + A\$0.30</b> for domestic cards</p> <p><b>3.5% + A\$0.30</b> for international cards + 2% if <a href="#">currency conversion</a> is required</p>
<p><b>Buy Now Pay Later</b> Let your customers buy something and pay for it in instalments over time.</p> 	<p><b>Starting at 5.49% + A\$0.30</b> for Zip</p> <p><a href="#">See more payment methods &gt;</a></p>
<p><b>Bank-based and other payment methods</b> Offer bank debits, bank transfers, and other locally relevant payment methods.</p>	<p><b>1% + A\$0.30</b> <a href="#">Australia BECS Direct Debit</a> A\$3.50 cap A\$2.50 for failures and disputes.</p> <p><a href="#">See more payment methods &gt;</a></p>

These fees are charged and paid directly to our payment processing provider.

## 10. Agreement

By placing a booking with Pearl Coast Gymnastics Club, you agree to be bound to these Terms and Conditions and agree and understand to follow all Terms as set out in these Terms and Conditions. You also understand and agree that all guests included on the guest list and participating in the Birthday Party event have expressed permission from their parent/guardian (if under 18) to participate in the party, and you understand and agree that you have informed all relevant parties, including guests, of these terms and conditions, as well as the inherent risk of participating in such activities with Pearl Coast Gymnastics Club.