

Happy Roo Tiny Town Terms and Conditions

These terms and conditions ('**Terms**') constitute an agreement between you and Happy Roo Tiny Town Pty Ltd ABN 86 686 910 592 ('**Happy Roo**'), and apply to your entry to, and use of, the Premises and all related services (on site or online) provided by or on behalf of Happy Roo.

You agree and acknowledge that you are accepting these Terms and agree to be bound by them. If you (the person accepting these Terms) are accepting these Terms on behalf of any other person (including children who are in your custody or care), you agree that: (i) you act as an agent of each of those persons, (ii) you have full legal authority to bind each of those persons, and (iii) each of those persons will be bound by the same Terms.

If you do not agree with any part of these Terms, you must not purchase a Ticket or complete a Booking and you may not access the Premises or use any of Happy Roo's services.

1. DEFINITIONS

Booking means all communications with Happy Roo in relation to purchasing a Ticket or party package.

Online Booking System means the electronic booking system used by Happy Roo from time to time in order to facilitate Bookings electronically.

Playground means the area beyond the entry area to the Premises, demarcated by a gate, and includes the various play areas and all fixed and unfixed play equipment therein.

Premises means Shop 4, 1030-1034 Pittwater Road, Collaroy NSW 2097

Ticket means an entry admission document (either physical or electronic) recording the completion of a Booking entitling a child to enter the Premises and access the Playground for a specified period.

Website means Happy Roo's website, being www.happyroo.com.au and any of its subdomains, and includes the web domain at which the Online Booking System is hosted from time to time as applicable.

2. CARE AND SUPERVISION

- 2.1. The Playground is designed for children who are aged between one (1) and six (6) years of age. Children above the age of six (6) years are not permitted to enter the Playground or take part in any activities in the Playground. Happy Roo reserves the right to refuse entry to any child if Happy Roo, in its absolute discretion, reasonably believes that the child is older than the age limit specified.
- 2.2. Happy Roo is a recreational service provider and is not a child care service. Caring services of any description, will not be provided by Happy Roo, its employees, servants or agents in any circumstances.
- 2.3. All children must, at all times whilst on the Premises, be accompanied and actively supervised by a parent or guardian who is an adult of at least eighteen (18) years old and is capable of providing reasonable supervision and care to children.
- 2.4. The accompanying parent or guardian is responsible for the safety of the children in their care or custody and must not leave any of those children unattended in the Premises at any time, must accompany those children to the bathrooms and must not leave them unattended in the bathrooms.
- 2.5. Happy Roo requires a minimum adult to child ratio of 1 adult to 2 children, but will allow an extension of the ratio to 1 adult to 3 children where the children are siblings from the same family unit.
- 2.6. Staff areas are reserved for Happy Roo, its employees, servants or agents. No entry is permitted to customers in any circumstances unless expressly authorised in writing by Happy Roo.

2.7. In the event of an emergency, the accompanying parent or guardian must, and must ensure that children in their care, follow instructions given by Happy Roo, its employees, servants or agents, or any law enforcement or emergency services personnel.

3. PARENT OR GUARDIAN PARTICIPATION IN PLAYGROUND

3.1. If any adult enters onto the Playground, the adult:

- (a) acknowledges and accepts all risks involved in such participation;
- (b) is responsible for supervising any child they have care or custody of at all times; and
- (c) agrees to adhere to these Terms, all rules from time to time set by Happy Roo, and all instructions issued by Happy Roo staff.

4. HYGIENE

4.1. You agree to, and agree to ensure that all children who are in your care or custody will:

- (a) remove shoes prior to entry to the Playground and place them in the designated shoe storage areas;
- (b) remove shoes and wear socks at all times when on the Premises;
- (c) sanitise hands before and after entering the Playground;
- (d) change nappies only in the facilities provided and dispose of nappies in sanitary nappy bins provided;
- (e) notify Happy Roo staff immediately if any part of the Playground, including toys and equipment within the cubby house, requires cleaning or sanitation, including if spills or toileting accidents occur; and
- (f) in the event that any person is ill or nauseous, cease all recreational activities and exit the Playground immediately (to the extent that it is reasonably safe to do so).

5. HEALTH AND SAFETY

5.1. You acknowledge that participating in recreational activities may cause risk of injury. By participating in any recreational activities at the Premises, you assume responsibility for observing safety policies, practices, rules, notices and warning signs displayed at the Premises. You must comply with safety directions issued by Happy Roo or its employees, servants or agents.

5.2. You agree that you understand the scope, nature and extent of associated risks when participating in recreational activities. Such risks include contract, aggravation or acceleration of a disease, physical or mental injury and/or death.

5.3. To protect the health and safety of all entrants onto the Premises, any person exhibiting symptoms of illness, such as fever, vomiting, diarrhea, rash, or any other signs of contagious conditions are not permitted to enter the Premises or the Playground and Happy Roo reserves the right to refuse entry to, or request that a person leave, the Premises or the Playground in this event. You agree not to attend the Premises if you, or any child in your care or custody, has experienced vomiting or diarrhea in the previous forty-eight (48) to seventy-two (72) hours.

5.4. In the event that any person suffers or is suffering from injury, sickness or nausea, the accompanying parent or guardian and any children in their care or custody must leave the Premises. In such circumstances, Happy Roo will not be required to issue a refund but may agree to do so only in its absolute discretion.

- 5.5. If you or any child in your care or custody has any medical condition, you are responsible for assessing whether or not you or that child may participate in any activities at the Premises or on the Playground. If you are unsure, you must seek medical advice and otherwise must not enter on the Premises or the Playground.
- 5.6. Happy Roo will follow special conditions, regulations or orders as directed from time to time by the NSW Government in response to contagious diseases, pandemics and epidemics. Should there be any inconsistency between information published on the Website or displayed on signs at the Premises, please refer to the NSW Health website.
- 5.7. Happy Roo reserves the right to change procedures and requirements for entry. Terms of entry may change from time to time based on NSW Government public health orders or directions.

6. DRESS CODE

- 6.1. You agree to wear appropriate attire at all times.
- 6.2. Children should wear comfortable and flexible clothing when using the facilities.

7. BEHAVIOUR

- 7.1. You must not, and you must ensure that no child in your care or custody does not:
- (a) display disruptive behavior, including but not limited to, shouting, aggressive gestures, or causing disturbances to other children, guests or staff;
 - (b) refuse to comply with posted safety rules and instructions provided by Happy Roo's staff, or endangering themselves or others;
 - (c) intentionally damage or cause loss to, or engage in behavior that in Happy Roo's sole opinion may result in damage or loss to, Happy Roo's property, equipment, or furnishings or the property of any other person on the Premises;
 - (d) engage in harassment, bullying, or discriminatory behavior towards Happy Roo staff, children or any other person on the Premises, or create, or in Happy Roo's sole opinion engage in behavior that may create, an unsafe or unwelcoming environment;
 - (e) smoke or vape, or cause any children to be exposed to second-hand smoke or vapor, anywhere on the Premises, or within four (4) metres of any entrance to the Premises (any person found smoking will be liable for all expenses incurred as a result, including firefighting/fire safety costs, emergency services fees, cleaning or sanitising costs or any related costs);
 - (f) consume alcohol, drugs or other illegal or controlled substances, or be under the influence of alcohol, drugs, or other illegal or controlled substances, or enter onto the premises if you are under the influence of alcohol, drugs, or other illegal or controlled substances; or
 - (g) bring, or attempts to bring, onto the Premises any of the following items, which are strictly prohibited within the Premises:
 - (i) weapons or dangerous objects;
 - (ii) illegal or controlled substances;
 - (iii) alcohol (except as agreed in writing on a case by case basis for Party Bookings); or
 - (iv) smoking or vaping devices or nicotine products.

7.2. Happy Roo reserves the right to refuse entry to the Premises or the Playground, ban from entry to the Premises or the Playground, or remove in a lawful manner from the Premises or the Playground, any person who engages in any of the behavior set out in paragraph 7.1 above. In such circumstances, Happy Roo will not be required to issue a refund but may agree to do so only in its absolute discretion.

7.3. No pets or animals, with the exception of service (guide or assistance) dogs are permitted on the Premises.

7.4. Parents and guardians are responsible for the behavior and actions all children in their care or custody whilst on the Premises. Any damage caused by a child to any part of the Playground or property of Happy Roo must be reported immediately to Happy Roo staff. You agree to indemnify Happy Roo for any loss or damage to any part of the Playground or property of Happy Roo caused by you or any child in your care or custody, whether intentional or unintentional, and you agree to pay all replacement or repair costs and expenses in respect of the same.

8. LOST PROPERTY, SECURITY AND PERSONAL BELONGINGS

8.1. You are responsible for your, and any child in your care or custody's, personal belongings brought onto the Premises. Happy Roo recommends that any valuable items be left at home to avoid loss or damage.

8.2. Happy Roo will not have any responsibility for any personal belongings that are lost, stolen or damaged while at the Premises. Notwithstanding that, from time to time, Happy Roo may provide lockers or other lockable containers for your use, you agree that Happy Roo assumes no responsibility for securing any personal belongings or providing you with any facilities to secure personal belongings. You agree that Happy Roo reserves the right to inspect any such lockers without notice.

8.3. Any personal belongings left on the Premises will be held in a designated lost property area. Parents or guardians may enquire about lost personal belongings with Happy Roo staff.

8.4. Happy Roo will keep any lost personal belongings for a period of thirty (30) days, during which period the owner, or a person authorised by the owner, must collect the lost personal belongings. At no time does Happy Roo assume any responsibility for any personal belongings of any person or enter into any relationship with any person as bailee of their personal belongings, including during any period in which any lost personal belongings are kept by Happy Roo. After this period, any unclaimed items may be disposed of by Happy Roo at its absolute discretion, including by donating unclaimed items to charity.

8.5. CCTV cameras may be used to assist in the proper management and security of the Premises. However, Happy Roo does not make any representation as to the extent of coverage provided by any cameras. All items, belongings and other property brought into the centre are at their owner's own risk and Happy Roo accepts no liability for any loss or damage to such property.

9. TICKETS AND PAYMENT

9.1. Each child must have a valid Ticket to gain entry to the Playground. Happy Roo reserves the right to refuse entry if a valid Ticket is not presented. In such circumstances, Happy Roo will not be required to issue a refund but may agree to do so only in its absolute discretion.

9.2. Tickets for 'free play' sessions may be purchased by way of the Online Booking System.

9.3. All Tickets for 'free play' sessions are non-refundable. Once purchased, Tickets may not be returned or exchanged for any reason. If you do not attend the session for which you have booked, no refund will be given. Happy Roo may, in its absolute discretion, agree to offer a discount code to reschedule a missed session.

9.4. Tickets are valid only for the date and time specified on the Ticket. Bookings may, prior to the session for which a ticket is booked, be transferred to another booking time and/or date using the Online Booking System. Changes to booking times and/or dates may be made a maximum of two (2) times per booking.

9.5. Happy Roo is not responsible for lost or stolen Tickets, or any Ticket which is illegible or not capable of being electronically displayed or represented (unless solely caused by any malfunction or failure of Happy Roo's Online Booking System) and Happy Roo will not issue any replacement Tickets.

9.6. Happy Roo may in the absolute discretion:

- (a) set the maximum ticket numbers per session;
- (b) Set the commencing and finishing times per session.

10. TIME LIMITS

10.1. Tickets grant access to the Playground for the time period specified on the Ticket. Staff will monitor and enforce time limits.

10.2. You agree that if you choose to leave the Premises before the expiration of the Ticket's time limit you will not be entitled to a refund for any unused time.

10.3. You agree that if you arrive late for your booked session time, you must still leave the Premises at the end of the booked session time.

11. PAYMENT

11.1. Time for payment: All Tickets must be paid for in full at the time of completing the Booking. Tickets are not valid until payment has been successfully processed.

11.2. Payment methods: Payment methods are set out in the Online Booking System.

11.3. Online payments: Online payments are securely processed through Happy Roo's designated payment processor. Happy Roo may use third-party payment processors ('**Payment Partner**') such as VenueSumo to collect payments for Tickets by way of the Online Payment System. The processing of payments by the Payment Partner will be, in addition to these Terms, subject to the terms and conditions and privacy policies of the Payment Partner accessible [here](#) (terms and conditions) and [here](#) (privacy policy) and, to the maximum extent permitted by law, Happy Roo will not be liable for the security or performance of the Payment Partner. Happy Roo reserves the right to correct, or to instruct Happy Roo's Payment Partner to correct, any errors or mistakes in collecting your payment.

11.4. Email confirmation for online Bookings: A confirmation email will be sent to the email address you provide. It is your responsibility as the purchaser to ensure that you receive and retain this confirmation as proof of purchase and, if you do not receive any proof of purchase, you must contact Happy Roo immediately.

11.5. 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.

11.6. Failure to pay: If payment for a Ticket is declined or not received, Happy Roo reserves the right to cancel the Ticket purchase. Happy Roo is not responsible for any inconvenience or loss you may incur due to the cancellation of unpaid Tickets.

11.7. Price changes: Happy Roo reserves the right to change Ticket prices and fees at any time without prior notice. The price applicable and displayed at the time of purchase will be the price charged.

11.8. GST: All ticket prices include GST unless otherwise stated.

11.9. Surcharges: Happy Roo reserves the right to charge credit card or payment processor surcharges in the event that payments are made using a credit, debit or charge card (including Visa, MasterCard or American Express) or any other payment processor that charges a surcharge.

12. FOOD AND BEVERAGES

- 12.1. You are permitted to bring your own food and beverages, provided those food and beverage items are for the consumption of you and the children in your care, only. Any hot drinks must be in a sealable container.
- 12.2. To the maximum extent permitted by law, Happy Roo is not liable for any allergic reactions that may occur. **Happy Roo is not able, and does not guarantee that the Premises is free from allergens.**
- 12.3. Food and beverages must be consumed within areas designated from time to time by Happy Roo and you agree to obey all directions of Happy Roo staff in this regard. Eating and drinking are not permitted in the Playground except for in any designated area within the Playground.
- 12.4. Any customers that have any form of medical condition, food intolerances or food allergies please be aware that there may be traces of products such as milk, eggs, gluten, seafood, peanuts, other nuts, sesame seeds, capsicum and other allergens within the Premises. Happy Roo will not be liable for adverse reactions to food consumed or other items an individual may come into contact with.

13. PARKING

- 13.1. Vehicles are parked at the owners' risk. Happy Roo takes 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.
- 13.2. The car park is shared with other tenants and users of the Premises.
- 13.3. The car park is privately owned and managed by a third party other than Happy Roo. You must note any third party terms and conditions, including time limits, when parking.

14. PARTY BOOKINGS

- 14.1. Happy Roo from time to time may offer various party packages, details of which are available upon request or on the Website. Each party package includes specific amenities and services as outlined in the Party Package description. Each party package includes a specified number of guests. Additional guests may be accommodated for an extra fee, subject to venue capacity and prior express agreement in writing by Happy Roo.
- 14.2. Parents and guardians are responsible for the supervision of all children attending a party in the same ratios as set out in clause 2.5. Happy Roo staff will assist with party activities as specified in the party package but are not responsible in any capacity for any supervision of children. All guests must adhere to Happy Roo's rules and policies, including those related to health and safety, dress code, and age restrictions and these Terms. The host parent or guardian is responsible for ensuring that all party guests comply with these Terms.
- 14.3. Parties must be booked in advance and are subject to availability. A pre-payment is required at the time of booking to secure the party date and time.
- 14.4. In the event of a cancellation of a party booking by you:
 - (a) more than thirty (30) days before the party booking date – the pre-payment is fully refundable; or
 - (b) less than thirty (30) days before the party booking date – the pre-payment is non-refundable, unless the same party booking date and time is re-booked by another customer and any costs we have incurred in preparing for your booking are not wasted or unable to be recouped.
- 14.5. Rescheduling of a party booking is subject to availability and, in the event of a rescheduling, clause 14.4 applies as though the rescheduling is a cancellation.
- 14.6. For party bookings, you may either bring your own food and beverages, in which case the provisions of clause 12 apply, or you may elect to employ the services of the caterer nominated in the Online Booking System, in which case, the provisions of clause 15 apply.

14.7. Happy Roo cannot guarantee an allergen-free environment. It is the responsibility of the host parent or guardian to inform Happy Roo 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, Happy Roo is not liable for any allergic reactions that may occur.

14.8. Happy Roo may, at its absolute discretion, allow certain decorations to be brought onto the Premises by the host parent or guardian. No decorations that may cause damage to the Premises are permitted. The host parent or guardian is responsible for set-up and removal of any approved decorations.

15. THIRD PARTY CATERING

15.1. Happy Roo may provide a list of approved third-party caterers for your Party Booking ('Approved Third Party Caterer').

15.2. If you elect to acquire goods or services supplied by an Approved Third Party Caterer, you shall be subject to the terms and conditions of that third party ('**Third Party Terms**') and Happy Roo will not be liable for any loss or damage suffered by you in connection with such third party catering. Happy Roo cannot guarantee an allergen-free environment and it will be your responsibility to discuss allergens with the Approved Third Party Caterer and take appropriate measures to minimize risk.

16. INTELLECTUAL PROPERTY

16.1. You acknowledge that logos, copy, images, art, recordings and other works, including the Website and the Online Booking System are the intellectual property of Happy Roo and Happy Roo's licensors and are protected by copyright and other intellectual property rights ('**Proprietary Content**').

16.2. You agree that you 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 Happy Roo or of any third party. No part of such Proprietary Content may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on such Proprietary Content in any manner. You further agree you will not exploit such Proprietary Content in any unauthorised way.

16.3. You agree not to use such Proprietary Content to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any party. You agree that Happy Roo will not be responsible or accept any liability for such use by you.

17. LIABILITY

17.1. Warranties

(a) Under the Australian Consumer Law contained in Schedule 2 to the *Competition and Consumer Act 2010* (Cth) ('**ACL**'), you may be entitled to certain remedies (such as a refund, replacement or repair) if there is a failure in the goods or services provided. Nothing in these terms is intended to limit the operation of the ACL.

(b) To the maximum extent permitted by law, all express or implied representations and warranties not expressly stated in this agreement are excluded, unless they are by operation of law not capable of being excluded.

17.2. Liability

(a) To the maximum extent permitted by law, and subject to clause 18.2(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 AU\$600.

- (b) Clause 18.2(a) does not apply in respect of your liability for any loss or damage sustained by Happy Roo arising from your breach of clauses 2, 4, 5, 6, 7, 11, 12, 13, 4 and 16.

17.3. 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, profits or revenue in connection with this agreement or any goods or services provided by Happy Roo, except:

- (a) in relation to a party's liability for fraud, misrepresentation, personal injury, death or loss or damage to tangible property; or
- (b) to the extent the liability cannot be excluded under the ACL.

18. GENERAL PROVISIONS

18.1. Happy Roo 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 being made available to you at the Premises, or on the Website, or on the Online Booking System.

18.2. It is your responsibility to review these Terms periodically for any updates or changes. Your continued use of the Premises or any of Happy Roo's services after the posting of any modifications to these Terms constitutes acceptance of such changes, including to the extent that you are accepting those modifications to these Terms on behalf of any other person (including children who are in your custody or care).

18.3. Governing law and jurisdiction

This agreement is governed by the law of New South Wales. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales 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.

18.4. No 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 (including being signed in accordance with the *Electronic Transactions Act 2000* (NSW)) by the party granting the waiver.

18.5. Severability

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.

18.6. 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.

18.7. Assignment

You may not assign, novate or otherwise transfer any of your rights or obligations under these terms without the prior written consent of Happy Roo. Happy Roo may in its absolute discretion assign, novate or otherwise transfer any of its rights or obligations under these terms.

18.8. Entire Agreement

This agreement constitutes 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.

18.9. Interpretation

- (a) Words in the singular include the plural (and vice versa).
- (b) A reference to \$, or "dollar", is to Australian currency.
- (c) Words indicating a gender includes the corresponding words of any other gender.
- (d) 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) 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) 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) 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) Headings and words in bold type or underlined are for convenience only and do not affect interpretation.
- (i) The word "includes" and similar words in any form is not a word of limitation.
- (j) 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.