

## WONDER SEEKERS SENSORY PLAY

### TERMS & CONDITIONS FOR PARTIES & EVENTS

#### **1.0 AGREEMENT**

1.1 This Agreement ("The Agreement") is entered into as of the date this form has been submitted ("Effective Date"), between you, herein referred to as the "Client" or "Host" (name listed below), and Wonder Seekers Sensory Play (ABN 18 391 344 758), herein referred to as the "Provider." This Agreement represents the entire understanding and agreement between the Client and the Provider and supersedes all prior negotiations, discussions, or agreements, whether oral or written.

1.2 By booking a session or event with Wonder Seekers Sensory Play, you are acknowledging and agreeing to comply with the Terms & Conditions set forth in this Agreement. Please read these Terms & Conditions carefully before proceeding with your booking. If you do not agree with these terms, please do not proceed with your booking.

1.3 This Agreement outlines the terms and conditions under which the Provider will deliver sensory play sessions and services to the Client.

#### **2.0 SERVICES PROVIDED**

2.1 The provider agrees to organise and facilitate a sensory/ messy play party or event as agreed by both parties.

2.2 The services being provided include planning & organising the activities, setting up, cleaning up, and providing the use of play materials as required.

2.3 The standard playtime is 1 hour, except for the Deluxe Package which includes 1.5 hours of playtime. At the end of this timeframe, the provider will commence cleaning up. While we are not obliged to carry out a detailed clean of the area, we will endeavour to dispose of any rubbish and mess to the best of our ability.

#### **3.0 OUR CREDENTIALS**

3.1 Wonder Seekers Sensory Play is insured for Public Liability and Professional Indemnity and the owner (Jessica Fernandez) holds a current Working with Children Card (blue card) as well as First Aid and CPR qualifications and Food Safety certification.

#### **4.0 PAYMENT TERMS**

4.1 A \$50 non refundable booking deposit is required, to be made via direct deposit, when returning Agreement. Your booking date is only secured once both the deposit and the completed Party Booking Form have been received.

4.2 Once all party details and any extra inclusions are confirmed, an invoice for the remaining balance will be sent to your provided email address, complete with payment details. The final payment, covering the remaining balance, must be settled no later than 14 days prior to your event.

4.3 Should the payment not be processed by the stipulated deadline, Wonder Seekers Sensory Play reserves the right to call off the party or event.

4.4 Any additional items or services added after the original invoice has been paid will be invoiced separately and must be paid within 48 hours.

4.5 Booking fees are exclusive of GST

4.6 Additional Children & Activity Upgrades: Each party package includes a set number of children and activities. If guest numbers exceed the package limit, the following fees apply: **\$15 per additional child** to cover materials and supervision. **\$50 per extra activity or sensory tray** added to the setup

For parties with more than **25 children**, we strongly recommend adding additional activities to ensure every child can participate meaningfully.

If more than **30 children** are attending, a **second host** will be required for an additional \$100 per hour.

## **5.0 TRAVEL FEES**

5.1 We understand the convenience that our services offer when they are accessible to you, which is why we offer travel services to areas outside of our primary location in Aspley, 4034. However, to cover the costs associated with travel, we have implemented the following travel fees:

5.2 For every kilometre travelled outside of a 10km radius from our base at Aspley, 4034, an additional fee of \$2.00 per kilometre applies. This fee is designated to cover the cost of transport and time consumed to reach your location.

5.3 These fees are required to be paid in advance, at the same time as when the session or event booking is made. This ensures that we can plan our resources and schedules effectively, and continue to provide high-quality services to all our clients. We appreciate your understanding and cooperation with regard to these travel fees.

5.4 Please note that these travel fees are in addition to the cost of the session or event booked. They are non-refundable and cannot be waived or adjusted. We thank you for your understanding and look forward to bringing Wonder Seekers Sensory Play to your location.

## **6.0 PARTY DETAILS – THEME, ACTIVITIES & COLOUR SCHEME CUSTOMISATION**

6.1 Wonder Seekers Sensory Play will endeavour to align its party decor and theme as closely as possible with your preferred choices. It is important to note that while we strive to meet your preferred 'theme' or 'colour scheme', perfect alignment may not always be possible as we use natural colourants in our play sessions, which may result in hues that are not as 'vibrant' as typically anticipated.

6.2 By engaging our services, you grant us the creative liberty to design party activities, unless explicitly specified otherwise in written communication. It's also important to understand that our unique 'Wonder Seekers Sensory Play' style often incorporates natural elements into the activities. Please be aware that any requests exceeding the standard inclusions outlined in our party package may result in additional charges.

## **7.0 PARTY DURATION & PROCESS DETAILS**

7.1 The standard playtime for all packages is 1 hour, commencing at the scheduled start time on your invitation. Setup and pack-up times vary depending on the package selected:

- **Mini Package** – 1.5 hours required for setup, approximately 40 minutes for pack up
- **Medium Package** – 2 hours required for setup, approximately 1 hour for pack up
- **Deluxe Package** – 2.5 hours required for setup, approximately 1 hour for pack up

Guests should be encouraged to arrive at least 15 minutes early to maximise their play experience.

7.2 Additional party time can be requested, subject to availability, at \$50 per 30-minute increment.

## **8.0 TAKE HOME PARTY FAVOURS/ ACTIVITY ADD ONS**

8.1 Should you choose to include a handmade take-home party favour or activity add on's for your guests, please be aware that these will vary slightly between each item due to their unique handmade nature. We will allocate one item per child, unless you request otherwise.

Optional creative activities (such as canvas painting or fairy wand making) may be added to your package and will be priced per activity or per child. These will be discussed and agreed upon in writing during the booking process.

8.2 While we strive to create party favours that align with your chosen theme, it may not always be possible, and this will be discussed with your Wonder Seekers Sensory Play host prior to confirming the activity. Please note, these party favours will incur an additional cost per child.

8.3 All party favours/ take home gifts from Wonder Seekers Sensory Play events should be used as intended, under adult supervision.

8.4 Once these favours leave our premises, we hold no liability for their usage. We strongly urge parents or guardians to monitor children's play with these items, ensuring safe and appropriate use. Please remember that these items are not intended for unsupervised play or consumption.

## **9.0 SUPERVISION, WAIVERS, CHILD PARTICIPATION & SAFETY**

9.1 It is a requirement of our insurance policy that a Wonder Seekers team member be in attendance at the event. However, active parent or caregiver supervision is required at all times, especially around water play and small loose parts. Children must not be left unattended, and caregivers remain fully responsible for their child's behaviour and safety.

9.2 Each station or activity is designed to accommodate a specific number of children. If a station is at capacity, parents should guide their child to another area until space becomes available. No additional materials will be supplied on the day. All resources must be used as intended (e.g. spoons are not to be used as hammers).

9.3 All children under the age of 18 attending the party — including siblings, older children, and guests not originally listed — must be included in your final numbers and have a waiver completed by their parent or guardian.

This is a legal and insurance requirement, and **non-negotiable**.

Based on experience, all children engage with the trays to some degree — yes, even older kids and those who claim they “won’t play.” If you’d prefer for older children to wait until the younger ones have had a turn, you’re welcome to speak with their parents ahead of time, but they must still be included and covered under a signed waiver.

Children without a completed waiver may not be permitted to participate in play activities. If additional children attend on the day, participation will be dependent on available materials and staffing, and additional fees will apply.

9.4 The Provider will take all reasonable precautions to ensure a safe play environment. However, the Client acknowledges that sensory play involves materials that may cause slips, falls, or allergic reactions. It is the Client's responsibility to inform the Provider of any allergies prior to the event. Wonder Seekers Sensory Play is not liable for injuries or allergic reactions, and any personal injury claims must be pursued through the Client's own insurance.

## **10.0 PARTICIPATION GUIDELINES & LIABILITY INFORMATION**

10.1 While every effort is made to create a safe and engaging environment, Wonder Seekers Sensory Play cannot be held liable for any accidents, injuries, or damages that occur during the event. All activities are attended at the participant's own risk, and it is the parent or guardian's responsibility to supervise their child and manage their participation appropriately.

The Provider reserves the right to remove materials or gently redirect any participant whose behaviour poses a risk to others or significantly disrupts the session.

**10.2** All materials used are non-toxic and safe for sensory exploration but are not intended for consumption. Parents must ensure children do not eat or mouth sensory items during play.

**10.3** Any deliberate misuse of materials or rough handling of equipment that results in damage may incur repair or replacement costs, which will be the responsibility of the parent, guardian, or Client.

**10.4** By attending or booking a Wonder Seekers Sensory Play session, all participants acknowledge and accept these terms and agree to engage respectfully with the materials, staff, and other attendees.

## **11.0 ALLERGIES/ ANAPHYLAXIS AWARENESS & RESPONSIBILITY**

**11.1** Wonder Seekers Sensory Play cannot guarantee an allergy-free environment, as various food bases are used in our sensory experiences. Although we avoid using products containing nuts, soy, dairy, or eggs, some items may have allergy labels indicating potential traces of these allergens. We kindly request you to share any information related to allergies or anaphylaxis prior to your party. We assure you that we'll make every effort to accommodate these needs. However, please understand that immediate accommodations may not always be feasible, particularly with short notice.

**11.2** Ensure you bring any necessary allergy medication for your child. Wonder Seekers Sensory Play is not responsible for any allergic reactions resulting from participation in our activities.

**11.3** Allergy Information - We are committed to the safety and well-being of all our guests. To help us safeguard your child's health, we kindly request all allergies be disclosed prior to the event so activities can be planned appropriately.

**11.4** Parental Responsibility (Guest) - Please note that it is the responsibility of the parents/guardians to inform the Company of any allergies that their child may have. The host of the party should also be aware of this information. The Company will not be liable for any allergic reactions that occur as a result of failure to disclose this information.

**11.5** Host's Responsibility - We also urge the host of the party to ensure that they are aware of and respect the dietary restrictions and allergies of all guests attending. The host should take appropriate measures to avoid any accidental exposure to allergens.

**11.6** By signing this waiver, you acknowledge your understanding and compliance with these terms and conditions.

## **12.0 CLIENT RESPONSIBILITIES**

**12.1** Supervision: You agree to provide active supervision for your child/ children at all times during the session. This includes ensuring that your child/ children are interacting safely with the sensory play materials and other participants.

12.2     Respect for the Environment: You agree to help maintain our commitment to sustainability and respect for nature. This includes disposing of any waste responsibly, respecting the natural components used in our sessions, and encouraging your child/children to do the same.

12.3     Compliance with Health and Safety Guidelines: You agree to abide by all health and safety rules and instructions provided by Wonder Seekers Sensory Play staff. This includes maintaining cleanliness, using provided sanitation facilities, and reporting any accidents or incidents promptly.

12.4     Respect for Others: You agree to respect the rights and personal space of other attendees and staff of Wonder Seekers Sensory Play. Any form of harassment, bullying, or discrimination will not be tolerated.

12.5     Payment: You agree to make all payments for the booked party/ event in a timely manner, as outlined in the booking agreement.

12.6     Cancellations: You agree to abide by the cancellation policy of Wonder Seekers Sensory Play, including any penalties for late cancellations.

12.7     Property: You agree to take care of your personal belongings. Wonder Seekers Sensory Play will not be held responsible for any lost, stolen, or damaged personal items.

12.8     Photography: While we understand the desire to capture precious moments, you agree to respect the privacy of others by not taking photos or videos without their prior consent.

12.9     By booking a party/ event with Wonder Seekers Sensory Play, you are acknowledging and agreeing to these responsibilities.

### **13.0   LOCATION/ WET WEATHER OPTIONS**

13.1     The Client is aware that Wonder Seekers Sensory Play is not responsible for providing the location for the event and it is, therefore, up to the Client to supply an alternative venue for the party if the weather is unsuitable for an outdoor event.

13.2     In case of wet weather, rescheduling is encouraged. If an alternative venue is not available, the party may be rescheduled within 4 weeks (subject to availability). Refunds will not be issued for weather-related cancellations.

13.3     Wonder Seekers Sensory Play does not provide the location for the event, so it is the responsibility of the client to ensure sufficient shade for their guests. Wonder Seekers Sensory Play is not responsible for providing shade or sun-safe options for party guests.

13.4     For venues with limited accessibility (such as stairs, hills, or narrow entryways), additional setup assistance or extended time may be required, which could incur an extra charge. Please let us know in advance to ensure a smooth setup.

13.5 If you are hosting the party in a local park, it is your responsibility to ensure that there are no booking requirements as required through your local council. Any fees associated with a 'bookable site' are the responsibility of the Client.

#### **14.0 PROVISION FOR WATER AND AMPLE SHADING:**

14.1 By agreeing to these terms, you commit to providing sufficient access to water. This water will be used for various activities, including, but not limited to, refilling activity stations and handwashing. It may also be used for general consumption by the Wonder Seekers Sensory Play host and guests if required. Moreover, you agree to ensure that there is ample shade in the activity area for all attendees. This commitment is critical to maintain the safety and well-being of all participants, especially during high temperature conditions. Be aware that certain equipment, including trays and tables, can become excessively hot to the touch, thus necessitating a shaded environment.

14.2 If an event is being held in a park, it's essential to have access to a tap, not just a sink, to ensure we can refill water stations as needed. Natural shade from trees is deemed adequate to provide a sheltered space for our sensory play sessions.

#### **15.0 ACCESSIBILITY TO VENUE**

15.1 You acknowledge that your selected venue must be conveniently accessible by a trolley. This is essential for the smooth transportation of equipment and materials for the event.

15.2 If an event is being hosted at a house, we request that side access be available, where possible. This allows for easy transportation of our sensory play materials and equipment, ensuring a smooth setup and pack-down process for our team.

15.3 **Pet Policy** - For safety and hygiene purposes, we kindly request that any household pets be kept away from the sensory play area during the event. This ensures a clean and stress-free environment for all children and attendees. Wonder Seekers Sensory Play is not liable for any incidents involving pets during the event setup, play, or pack-down.

#### **16.0 CHANGES/ MODIFICATIONS**

16.1 We understand that unforeseen circumstances can arise, including challenges with weather, timing, and locations. We ask that you convey this information to us with sufficient notice so we can amend our planning accordingly.

16.2 Any changes or modifications to the details of the event must be sent in writing no less than 14 days prior to the scheduled event.

16.3 The Provider will ensure all reasonable efforts are made to accommodate changes, however, an extra charge may apply depending on the nature and extent of the modifications.

16.4 In the event of unforeseen circumstances on the day of the party, such as sudden weather changes or unexpected issues with the venue, please inform us immediately. We will do our best to adapt and make necessary adjustments to ensure the event can proceed smoothly.

16.5 Any last-minute changes requested less than 14 days prior to the event will be considered on a case-by-case basis and are subject to availability and additional charges.

16.6 If changes are required on the day of the event due to unforeseen circumstances, the Provider will work with the Client to make the best possible adjustments. However, please note that some activities or setups may not be feasible to change at short notice.

16.7 **Health & Illness Policy:** To ensure a safe and enjoyable experience for all participants, we ask that any children or adults who are unwell, particularly with contagious conditions (e.g., COVID-19, gastroenteritis, flu), refrain from attending the event. If the Host or the majority of guests are unwell, we are happy to reschedule your event once, **pending availability**, free of charge, provided a minimum of 48 hours' notice is given. Wonder Seekers Sensory Play reserves the right to refuse participation if a child appears visibly unwell, in order to protect the safety of others and the host.

## **17.0 CANCELLATION & REFUND POLICY**

17.1 Wonder Seekers Sensory Play is committed to providing the best service in a timely manner. We understand that situations can arise in which you may need to cancel your appointment. However, due to preparation time/costs and limited availability, please be aware of the following cancellation requirements:

17.2 Cancellation by the Client more than 14 days prior to the event: All money refunded, except the \$50 non-refundable booking deposit. This refund will include any monies paid for party favours (unless they have already been purchased)

17.3 Cancellation by the Client between 14 - 7 days prior to the event: 25% of the party fees will be retained by Wonder Seekers Sensory Play, plus the \$50 non-refundable booking deposit. No refund will be given for party favours. The remainder of the party fees will be refunded.

17.4 Cancellation by the Client less than 7 days prior to the event: 50% of the party fees will be retained by Wonder Seekers Sensory Play, plus the \$50 non-refundable booking deposit. No refund will be given for party favours. The remainder of the party fees will be refunded.

17.5 Cancellation by the Provider: In the event that Wonder Seekers Sensory Play cancels the party due to unforeseen circumstances, a full refund will be issued, including the booking deposit.

17.6 If no prior notice is given by the Client, or the notice is not in accordance with our cancellation policy, you will forfeit any monies paid to Wonder Seekers Sensory Play.

17.7 If appropriate notice is given, funds will be transferred back to your nominated bank account within 72 hours of being notified in writing.

#### **18.0 FORCE MAJEURE CLAUSE**

18.1 In the event that Wonder Seekers Sensory Play is prevented from carrying out its obligations under an agreement as a result of any cause beyond its control, such as but not limited to acts of God, war, strikes, heat waves, lock-outs, flood, pandemic, government restrictions or any other form of Force Majeure, Wonder Seekers Sensory Play shall not be considered in breach of this agreement.

18.2 During the period of such incident, the obligations of Wonder Seekers Sensory Play under this agreement will be suspended. To the extent possible, Wonder Seekers Sensory Play will use reasonable efforts to notify the client of the occurrence of such an event and its expected duration and will perform its obligations as soon as reasonably possible after the removal of the cause. In the event the Force Majeure continues for a period of more than 30 days, either party may terminate this agreement without any financial liability other than a refund for any prepaid but unutilized services.

18.3 20% of party fees will be retained to cover a portion of the purchased materials and resources. Clients will have 1 month to reschedule their event, subject to availability by the provider, and the provider will make reasonable efforts to accommodate a new date. If a mutually convenient date cannot be reached, 20% of the party fees will be retained by Wonder Seekers Sensory Play, plus the \$50 non-refundable booking deposit. No refund will be given for party favours. The remainder of the party fees will be refunded. If the Force Majeure continues for more than 30 days, either party may terminate the agreement. It is important that the client understands 20% of party fees will be retained, as well as the \$50 non-refundable deposit to cover the cost of purchased materials and resources.

18.4 This provision does not excuse any obligation for payment for services already provided.

#### **19.0 PHOTOGRAPHY & MARKETING**

19.1 The Provider may take photographs and short videos before, during, and after the event for marketing and promotional purposes. These images and videos may be used on the Provider's social media accounts and website.

19.2 Images may be used indefinitely unless otherwise requested by the Client.

19.3 The Client acknowledges this and has the option to provide or withhold consent via a checkbox in their online booking form.

19.4 We may invite you to leave a review after your event. Clients may also opt to include Wonder Seekers business cards in their party favours if they wish to support us by spreading the word.

## **20.0 PRIVACY POLICY & ACKNOWLEDGEMENT**

20.1 You acknowledge and agree that any information collected as part of this form will be handled and protected in accordance with our Privacy Policy, which can be found on our website. Your privacy is of utmost importance to us, and we are committed to ensuring the safety and confidentiality of your information.

## **21.0 UPDATES & AMENDMENTS**

21.1 Wonder Seekers Sensory Play reserves the right to review and amend this agreement as required and publish the amended version on our website.

21.2 We recommend you check our site regularly to ensure you are aware of our current Terms and Conditions.