



## **BALLERS CLUBHOUSE TERMS AND CONDITIONS**

### **Disclaimers**

- Use of Ballers Clubhouse website (this website) at your own risk. Ballers Clubhouse (also referred to as we / us) is not responsible for any loss, damage, mistakes or omissions that may occur from your use of this website.
- Other website links may appear on this website, however we do not endorse any content on the linked sites, which are not operated or controlled by us.
- Although reasonable care is taken to ensure that this website is free from viruses, we do not accept responsibility for any viruses which may affect any material you download.
- Price and availability information is subject to change without notice. Information on this website must be read in conjunction with promotional materials made available at the Ballers Clubhouse venue and in the event of inconsistency, the information set out in any promotional materials made available to you at our venues will prevail.

### **Copyright**

The copyright and intellectual property rights in all the contents and material on this website belong to Ballers Clubhouse.

You may not:

- Copy, reproduce, print or store any part of this website for commercial gain or for any corporate or commercial purpose without our prior consent.
- Use this website in any way which it was not intended to be used by us.

You may:

- Copy, reproduce, print, store or reproduce any part of this website for personal use or for the personal use of a third party
- Link to the homepage of this website with our prior consent.

## Improvements

- Please e-mail us at [info@ballersclubhouse.com.au](mailto:info@ballersclubhouse.com.au) if you have any problems accessing this website or if you have any suggestions on how to improve this website.

## Online Booking Info & House Rules

Things to think about before you arrive:

- You should arrive at least 15 minutes prior to your reservation time to check in at reception and receive your game play equipment and be shown to your space.
- Your reservation will state the play period allocated for your booking.
- If you or any guest in your group is late, your play period may be reduced and you may not have enough time to complete the activities purchased under your booking.
- If we encounter unforeseen technical issues, the start time stated in your reservation may be delayed, but we will ensure that your play period is not reduced as a result of the delay.
- Our Minors Policy. In accordance with our requirements under the liquor licence we can only allow minors on the premise in the company of a responsible adult. Minors will need to be off the premise by 9pm. Under no circumstances is any minor to consume alcohol while on the licenced premise.
- We operate a “think 18” policy. If you appear to be under the age of 18, we may require you to produce identification to prove you are over the age of 18. For this purpose, we only accept the following forms of identification: Valid Australian Drivers Licence, Victorian Learners Permit, Proof of age card, Australian or International Passport, Keypass Card or PhotoCard (N.S.W).
- If you show signs of intoxication, you will not be permitted in Ballers Clubhouse. We may deny you entry and/or ask you to leave. Signs of intoxication may include your speech, balance, coordination and behaviour.
- Ballers Clubhouse have a no refund policy within 24 hours of your scheduled booking, should you wish to make any adjustments to a booking please get in contact [events@ballersclubhouse.com.au](mailto:events@ballersclubhouse.com.au) prior to 24 hours before the scheduled booking and if practical we will do our best to adjust times/dates or can issue a credit for a more suitable time. Prior to 24 hours before the booking we can offer a refund after a 50% cancellation fee has been charged.
- Any damage to Ballers Clubhouse property will result in you paying the repair and/or replacement fee.

Remember these rules while letting your hair down:

- You must immediately report any faults that you encounter to reception or if reception is unattended, to any other member of our staff. Do not try to repair any faults yourself.
- We at Ballers Clubhouse believe in having a good time, however as long as it's not at the detriment of others or our venue. Please respect all patrons, staff, equipment and yourselves. Guests found to be deliberately damaging or vandalising Ballers equipment or venue will be asked to leave the venue and may encounter damage costs.
- Management reserves the right to refuse you entry.
- We do not accept any responsibility for any personal property that is brought to Ballers Clubhouse.

## **PROMOTIONAL OFFERS**

Promotional nights are not available on public holidays or the eve of any public holiday, or in conjunction with any other offer.

## **Ballers Clubhouse Risk Warning and Waiver, Rules and Terms and Conditions**

### **RISK WARNING AND ACKNOWLEDGEMENT**

A Ballers Clubhouse recreational activity means any sporting or leisure activity of any kind (whether related to Darts, table tennis, Shuffle courts or tables or otherwise) that is conducted at our premises which you participate in, including passive participation for example by observing the recreational activity.

Before you participate in a Ballers Clubhouse recreational activity, make sure that you know and understand the risks involved.

Participation in a Ballers Clubhouse recreational activity can be inherently dangerous and may result in serious personal injury and death. Particular risks include twists, sprains, broken bones, spinal injury, paralysis, physical injury and/or death. If you suffer from a health condition, please consult your medical professional before participating in a Ballers Clubhouse recreational activity to determine:

1. whether you face additional risks associated with your health condition; and
2. whether our recreational activities are suitable for you.

### **THE BELOW LIMITS YOUR LEGAL RIGHTS AND REMEDIES**

WE ARE THE SUPPLIER OF RECREATIONAL SERVICES AS DEFINED IN SECTION 22 OF THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012.

WARNING: IF YOU PARTICIPATE IN THESE ACTIVITIES YOUR RIGHTS TO SUE THE SUPPLIER UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012 IF YOU ARE KILLED OR INJURED BECAUSE THE ACTIVITIES WERE NOT SUPPLIED WITH DUE CARE AND SKILL OR WERE NOT REASONABLY FIT FOR THEIR PURPOSE, ARE EXCLUDED, RESTRICTED OR MODIFIED IN THE WAY SET OUT IN OR ON THIS NOTICE.

NOTE: THE CHANGE TO YOUR RIGHTS, AS SET OUT IN OR ON THIS NOTICE, DOES NOT APPLY IF YOUR DEATH OR INJURY IS DUE TO GROSS NEGLIGENCE ON THE SUPPLIER'S PART. "GROSS NEGLIGENCE", IN RELATION TO AN ACT OR OMISSION, MEANS DOING THE ACT OR OMITTING TO DO AN ACT WITH RECKLESS DISREGARD, WITH OR WITHOUT CONSCIOUSNESS, FOR THE CONSEQUENCES OF THE ACT OR OMISSION. SEE REGULATION 5 OF THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING REGULATIONS 2012 AND SECTION 22(3)(B) OF THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012.

### **Ballers Clubhouse Rules**

Ballers Clubhouse Pty Ltd, trading as Ballers Clubhouse (referred to as "Ballers Clubhouse" "Ballers", "the supplier" or "we/us") may provide you with entry into the Ballers Clubhouse premise at Level 2, 2 Coverlid Place, Melbourne VIC 3000 and any other such location operated by us across Australia from time to time ("our premises") and provide you with the facilities in order for you to take part in conduct the recreational activity.

Ballers Clubhouse Rules:

1. are to be governed by the laws of the State, the Courts of which shall have exclusive jurisdiction, and
2. govern the entire agreement between you and Ballers Clubhouse and, if any part or provision of these terms and conditions is determined by a Court to be invalid or unenforceable, all other parts and provisions shall still be given full legal force and effect.

You agree to comply with the following terms and conditions:

1. Subject to the provisions herein contained, you release, discharge and forever hold harmless Ballers Clubhouse, its employees, agents, directors and representatives from all liability, obligation and responsibility of any nature whatsoever for death or for any losses, damages or injuries of any nature whatsoever relating to, touching upon or arising directly or indirectly from your engagement in the recreational activity and from your participation in any related or incidental activities thereto. This release shall be binding upon the

Estate, and upon any Legal Personal Representative appointed by your Estate and may be pleaded by Ballers Clubhouse as a complete bar in relation to any action, suit, claim or demand of any nature whatsoever that you may bring against Ballers Clubhouse or which may be brought against Ballers Clubhouse on your behalf. This Release shall extend and shall apply to all conduct of any nature whatsoever of Ballers Clubhouse including, without limitation, the circumstances where the facilities pursuant to which the recreational activity takes place were not fit for purpose or because of negligence, breach of contract, statute or statutory duty by .

2. To the extent permitted by law we will not be liable for indirect or consequential loss or damage of any kind, loss of revenue, loss of profits, failure to realise expected profits or savings, overhead costs or other economic losses, in contract, tort (including negligence) under any statute otherwise arising out of or in anyway connected to the Ballers Clubhouse Rules.
3. You affirm that you understand the scope, nature and extent of Clubhouse Rules and that you are not pregnant or under the influence of any drugs, alcohol, illegal substances or anything else which may impair your ability to safely engage in the recreational activity.
4. You acknowledge and are aware that the physical exertion required to engage in the recreational activity and/or to participate in the activity can activate or aggravate a pre existing physical condition.
5. You voluntarily, freely and expressly choose to incur all risks associated with engaging in the recreational activity and understand that those risks may include personal injury, property damage, and/or death to you or others.
6. You agree to pay the cost of and you authorise Ballers Clubhouse to take all steps it considers reasonably necessary to protect your welfare and the welfare of those in your custody or control in the event of personal injury, including the administration of any emergency medical treatment and ambulance transportation.
7. Persons younger than 18 years of age, must be supervised by a responsible adult. Where you are responsible for such children you agree to be bound by the Ballers Clubhouse Rules on their behalf and you will directly supervise them at all times.
8. You must comply with the Ballers Clubhouse Rules and the directions that are given by the Ballers Clubhouse staff. Ballers Clubhouse may, in its absolute discretion, suspend or cancel your participation in any recreational activity for non- compliance with this clause, or for reckless or careless conduct.

## **BALLERS CLUBHOUSE FUNCTION TERMS AND CONDITIONS**

### **FUNCTION BOOKING AGREEMENT**

*To avoid any misunderstandings we ask that you read through our function terms & conditions before confirming your booking. These conditions will help us to serve you in the best possible way. By returning your booking form, you are agreeing to the following conditions.*

### **TENTATIVE & CONFIRMED FUNCTION BOOKINGS**

*Tentative bookings will be held for seven (7) days & are not guaranteed. Should the booking confirmation form not be received within seven (7) days, Ballers Clubhouse reserves the right to cancel the tentative booking at any time, without further notice. A signed booking form with valid credit card details is required to secure your chosen function date/time and area.*

### **CONFIRMATION OF BOOKING AND DEPOSIT**

*Tentative bookings are held for seven (7) days upon request and are not guaranteed. If another enquiry is made for the same date, we will contact you to check your intention prior to releasing the date. Should the booking form and deposit not be received within seven (7) days, Ballers Clubhouse reserves the right to cancel the tentative booking. Function bookings are only confirmed upon receipt of a signed booking form and a deposit of \$500 paid in full. This deposit can be made via credit card or EFT. Larger functions may require a larger deposit and this will be outlined in your booking form.*

### **MINIMUM SPEND**

*The minimum spend as stated on your booking form must be met across food and beverages. In the case that the total food and beverage bill does not equal that of the minimum spend or higher, a room hire fee will be charged to make up the difference. Additional costs such as AV, decorations or anything outside of food and beverage do not count towards the minimum spend.*

### **FINAL NUMBERS & CATERING**

*Final numbers & all catering must be confirmed seven (7) days prior to your function date. This number will be the amount charged regardless of how many guests arrive on the day. Last minute changes up to twenty-four (24) hours before your function will be considered but cannot be guaranteed. Catering will not be confirmed until payment is received by Ballers Clubhouse. Please ensure your payment details are correct & can be charged as per payment type below.*

### **GUEST NUMBERS**

*Upon booking a function, you must give an accurate as possible number of guests attending the function and keep your function manager updated of any changes in*

*the lead up. Final numbers must be confirmed with your function manager at least seven (7) days prior to your function date. This number will be the amount charged, regardless of how many guests arrive on the day. Last minute changes up to twenty-four (24) hours before your function will be considered but not guaranteed.*

## **CATERING & FUNCTION DETAILS**

*Your menu selections, beverages, dietary requirements and any other requests and requirements are to be finalised no later than seven (7) days prior to the function. Failure to do so means your food and beverage selections may not be guaranteed and specific requests may not be able to be met.*

## **PRICES**

*All prices quoted are inclusive of GST. Prices are correct at time of printing & are subject to change without notice. All credit card payments incur a 1% surcharge.*

## **PAYMENT**

*Full payment of room hire and catering is due prior to your function, this excludes beverages on consumption. All prices are inclusive of GST. Large scale events may be required to pay a 10% deposit upon confirmation of function. Beverages on consumption & any extras will need to be paid to the venue at the conclusion of your function.*

*Payment methods include:*

**BANK TRANSFER** *Must be received by Ballers Clubhouse five (5) working days prior to your function date. Bank details will be provided on your invoice.*

**CREDIT CARD** *Credit card payment will be processed by Ballers Clubhouse on the Wednesday prior to your function. This will be from your nominated credit card on your booking form.*

**AMEX** *will be accepted; however a 1% surcharge will apply to all VISA, Mastercard and AMEX transactions.*

**CASH** *Full cash payments will be accepted in person to your function coordinator. Cash payments must be received five (5) working days prior to your function date.*

## **FINAL PAYMENT**

*The remaining balance of your function cost (less the deposit) is due five (5) working days prior to your function date. Larger scale functions may be required to pay a second deposit or have final payment due more than five (5) days prior; this will be discussed prior to booking. Beverages on consumption (above the minimum spend) and any extras will need to be paid at the venue at the conclusion of your function.*

*Payment methods include:*

**BANK TRANSFER** – *bank details will be provided on your invoice. Please use your function number as a reference and email the remittance to \_\_\_\_\_*

**CREDIT CARD** – *Visa, Mastercard and AMEX welcome, with a 1% surcharge on all credit card payments*

**CASH** – full cash payments must be given to your function's manager in person at least five (5) working days prior to your function date

### **REFUNDS, CHANGES & CANCELLATIONS**

Any cancellations must be made in writing to your function coordinator seven (7) days prior to your function date, to avoid additional charges. Cancellations inside seven (7) days will be charged for 50% of total fee. Non-appearance without said notification will not be applicable for a refund. Ballers Clubhouse will make every effort to accommodate but makes no promises. If you need to change a date or cancel an event please contact our functions team as soon as possible. If the event is cancelled due to government enforced closures or in relation to a national health issue Ballers Clubhouse will work with you to reschedule to a more suitable date or if this is not possible we can issue a credit voucher or refund, provided that relevant conditions are met.

### **CANCELLATIONS**

If a function is cancelled, the following terms are applicable depending on when the cancellation is made. All cancellations must be provided in writing to Ballers Clubhouse. Cancellations made twenty-eight (28) days or more prior to the function date will forfeit your deposit.

Cancellations made between fourteen (14) and twenty-eight (28) days prior to the function date will incur a fee of 50% of the minimum spend.

Cancellations made 14 days or less prior to the function date will incur the full cost of the minimum spend.

If the function is cancelled due to government enforced closures or in relation to a national health issue, Ballers Clubhouse will work with you to reschedule to a more suitable date, or if this is not possible, we can issue a credit voucher or refund, provided that relevant conditions are met.

### **CHANGE OF DATE**

If you wish to change the date of your function after the deposit has been paid, Ballers Clubhouse will accommodate the change in the below conditions:

The change is notified to Ballers Clubhouse no less than twenty-eight (28) days prior to the function date

The venue is available for the new proposed date

The new date is no more than six (6) months from the original date

Minimum spends are still met. These may vary from the originally agreed minimum spend.

### **FUNCTION DURATION**

The duration of your function is outlined in your function booking form. If you wish to hold the function longer than specified, this needs to be discussed with your function manager and is at their discretion. Additional minimum spends may apply for longer than standard function durations.



## **AUDIO VISUAL/ENTERTAINMENT/DECORATIONS**

*Some spaces include some audio visual equipment and this can be discussed with your function manager prior to your function. Additional costs may apply for use of certain AV equipment. Ballers Clubhouse have preferred audio visual, entertainment and theming suppliers and will be happy to obtain a quote for any of your additional function needs. If you wish to bring your own audio visual equipment, entertainment or decorations, please provide detailed information to your functions manager for review and approval. The request for your own suppliers must be received by Ballers Clubhouse in writing at least seven (7) days prior to your function.*

## **BYO/CAKE**

*No food or beverage of any kind is to be brought into the venue to be consumed at any function, with the exception of a celebration cake. If you wish to apply for an exemption to this clause, you may do so in writing to your functions manager at least seven (7) days prior to your function.*

## **ADDITIONAL SERVICES**

*Any additional services organised by Ballers will incur a 10% service fee.*

## **BUMP IN AND OUT/ACCESS**

*For functions booking the exclusive use of a space, client or supplier access will be available thirty minutes before and after the function start/end time. Earlier access may be available dependant on other bookings and must be requested in writing to your functions manager at least seven (7) days prior to your function, but may not be approved until 48 hours prior to the function. Should an earlier access time be approved, additional fees may apply.*

## **RESPONSIBLE SERVICE OF ALCOHOL**

*Ballers Clubhouse & its staff practice the Responsible Service of Alcohol. Whilst we encourage guests to enjoy themselves, we will not allow guests to drink to excess & place themselves & other guests at risk. Venue staff members are instructed to check ID's, not serve alcoholic beverages to guests under the age of 18 years, or to guests perceived to be close to or in a state of intoxication. Ballers Clubhouse is an 18+ venue. Should you wish to have minors attend your function please put this request in writing with your function booking form, please be aware that requests can not always be granted depending on a range of contributing factors. All minors must be in the immediate presence of their legal guardian at all times in our venues. Please be aware management will support staff who refuse service to intoxicated, underage, quarrelsome, unruly or offensive guests. Such guests will be asked to remove themselves from the venue immediately.*

**COMPLIANCE**

*If management has reason to believe that the behaviour of your guest(s) affects the smooth running of our venues business or reputation, we reserve the right to remove the individual(s) from the premises at any point before, during or after your function.*

**DRESS REGULATIONS**

*Function guests are subject to the same dress regulations as all other guests. Please see our website for specific dress code & entry policy.*

**RESPONSIBILITY & DAMAGES**

*Ballers Clubhouse & its staff does not accept responsibility for damage or loss of any guests property left on the premises. Function organisers are financially responsible for any damages sustained to our venue's property, fittings or equipment. Credit card details are taken as a precaution before your function & any damages will be charged if applicable.*

**FORCE MAJEURE**

*Where matters beyond the reasonable control of Ballers Clubhouse & its Staff prevent Ballers Clubhouse from fulfilling its obligations under this contract, the client agrees to release Ballers Clubhouse from any liability or loss incidental or consequential to such matters.*