



CLIENT REGISTRATION FORM – LITTLE VIPS (EVENT CARE)

Section 1 – Client Details

Family/Surname: _____
Given Names/s: _____
Business Name: _____
Address: _____
Postal Address: _____
Ph: _____ Mobile: _____
Email Address: _____

Section 2 – The Event

Event type

- Wedding Private Party Engagement Party Expo/Festival
 Corporate Function Other (please specify) _____

Your involvement in the Event

- Bride/Groom Wedding Planner Bridal Party Family
 Business Owner Functions Co-Ordinator Other (please specify) _____

Event details

Location / Venue: _____

2nd Location / Venue (if applicable): _____

Event theme (if applicable): _____

Date: / / Start / Finish Time: : AM/PM to : AM/PM

Childcare information

No. of children (minimum of 7 required): _____ Age group: _____

Do any of the children have severe allergies? Y / N Provide details: _____

Do any of the children have a medical condition/ disability? Y / N Provide details: _____

Section 3 – Packages

Activity Packages

Activity packages are the pride and joy of Little VIP! We specialise in custom packages to suit your requirements. Packages start from \$20 but can be extended to include further services for an additional cost. Please indicate which activities you require. If you do not want to utilise any of the activity packages, leave this section blank.

- | | | | |
|--|---|--|--|
| <input type="checkbox"/> No mess arts & crafts | <input type="checkbox"/> Movies | <input type="checkbox"/> Games & toys | <input type="checkbox"/> Party games |
| <input type="checkbox"/> Outdoor games | <input type="checkbox"/> Relaxation activities | <input type="checkbox"/> Dust free chalk | <input type="checkbox"/> Drawing & colouring |
| <input type="checkbox"/> Puzzles & books | <input type="checkbox"/> Gift for the bride & groom | <input type="checkbox"/> Music & dance | <input type="checkbox"/> Treasure hunts |
| <input type="checkbox"/> Stick & paste craft | <input type="checkbox"/> Bubbles | <input type="checkbox"/> Ribbon wands | <input type="checkbox"/> Glow sticks |
| <input type="checkbox"/> Tiara & top hat creations | <input type="checkbox"/> Lego | <input type="checkbox"/> Wedding 'I spy' | <input type="checkbox"/> Other |

Comfort Packages

Little VIP also offer comfort and styling packages that can be customised for your event! Our comfort packages are a neutral palette, so will tie in with the colour scheme or theme of your event. Please indicate which items you require. If you do not want to utilise any of the comfort packages, leave this section blank.

- | | | | |
|------------------------------------|-------------------------------------|--|---|
| <input type="checkbox"/> Bean bags | <input type="checkbox"/> Blankets | <input type="checkbox"/> Small tables & chairs | <input type="checkbox"/> Fairy lights |
| <input type="checkbox"/> Cushions | <input type="checkbox"/> Floor rugs | <input type="checkbox"/> Television for movies | <input type="checkbox"/> Teepees & mini tents |

Optional Extras

Little VIP is happy to further customise your package by incorporating any of these optional extras. These optional extras will incur additional costs. Please indicate which optional extras you require. If you do not want to utilise any of the optional extras, leave this section blank.

- | | | | |
|--|--|---|--|
| <input type="checkbox"/> Disney character visits | <input type="checkbox"/> Face painting | <input type="checkbox"/> Balloon bending | <input type="checkbox"/> Cupcake creations |
| <input type="checkbox"/> Tea light creations | <input type="checkbox"/> Ribbon tepee | <input type="checkbox"/> Mini flower arrangements | <input type="checkbox"/> Other |

Section 4 – Terms and Conditions of Use

1. Defined Terms

- 1.1 In this Agreement, words importing the singular include the plural and vice versa. References to a party includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity and a reference to a party to this document includes the party's successors, permitted substitutes and permitted assigns.
- 1.2 Any terms used in these Terms & Conditions have the same meaning as in the balance of this client registration form.
- 1.3 In this Agreement:
- | | |
|---|--|
| (a) Activities means the activities chosen by You as indicated in Section 3 of this client registration form and facilitated by Us during provision of the Services; | (j) Personnel means any employees or contractors that may perform the Services on Our behalf; |
| (b) Booking means an event booking made by You via Our online booking portal or by you completing this Client Registration Form and liaising with Little Wonders Management by phone, text, email or via Facebook to create a booking; | (k) Privacy Policy means Our privacy policy as updated from time to time; |
| (c) Booking Fee means a non-refundable payment of \$150.00 excluding GST; | (l) Quote means a quote for the Fee provided to You in writing upon completion of this client registration form; |
| (d) Client Agreement means the agreement comprised by this client registration form, the Handbook and the Privacy Policy, as amended from time to time; | (m) Services means any services and associated equipment and consumables provided by Us from time to time, including (but not limited to) event childcare and creche services, which may or may not involve the Activity Packages, Comfort Packages and/or Optional Extras; |
| (e) Deposit means a non-refundable payment equal to 20% of the Fee; | (n) Terms & Conditions means these terms and conditions; |
| (f) Fee means the total fee payable to Us for the provision of the Services based on the Quote; | (o) We/Us/Our means Little Wonders Creative Childcare Australia Pty Ltd ACN 632 108 920 trading as Little Wonders Creative Childcare Australia ABN 37 632 108 920; and |
| (g) Handbook means the parental handbook document made by Us and provided to You containing pertinent information with regards to the provision of the Services, which We may amend from time to time; | (p) You/Your means the person/s or business specified in Section 1 of this client registration form. |
| (h) Little Wonders Management means the person/persons determined by Us from time to time; | |
| (i) Location means the location or locations specified by You in Section 2 of this client registration form; | |

2. Client Agreement

- 2.1 The provision of the Services by Us is governed by these Terms & Conditions. Once this client registration form has been signed by You, You have agreed to a binding contract.
- 2.2 In consideration of the payment of the Fee, We will provide the Services to You, in accordance with the Terms & Conditions.
- 2.3 You must comply with all terms of the Client Agreement, as amended from time to time.
- 2.4 You must notify Us immediately if there has been any change in the information You have provided in this client registration form.

3. Fees & Payment

- 3.1 Once we have received details of the Booking from You, We will provide You with the Quote and the Quote will remain valid for a period of two (2) weeks.

- 3.2 You must notify Us in writing that you agree with the Quote at which time the Quote becomes the Fee.
- 3.3 The Quote will be based on the type of Booking and the Activities required and may be amended by Us from time to time.
- 3.4 You must pay for the Services in accordance with the Fee.
- 3.5 Any payments made in accordance with the Client Agreement are to be paid by direct deposit into Our nominated bank account (or as directed by Us from time to time, in Our discretion, acting reasonably) as and when requested by Us, in accordance with the Terms & Conditions.
- 3.6 You are required to pay the Booking Fee upon request by Us in order to confirm the Booking. The Booking Fee will act as a part-payment of the Deposit.
- 3.7 The Deposit will be payable by You to Us upon our request, usually at the time we finalise the preparation of the Activities.
- 3.8 The Fee is to be paid in full to Us by You no later than seven (7) days prior to the first date of your Booking.
- 3.9 Any late payments will incur extra fees as determined by Us from time to time, with reference to the reasonable costs and/or loss which We have incurred as a result of the payment not being made on time.
- 3.10 We may, in our sole discretion, waive a late fee payable in accordance with clause 3.9 in extenuating circumstances such as family illness, emergency and/or death.
- 3.11 You may be required to provide Us with documentary evidence of extenuating circumstances prior to Us waiving a late fee in accordance with clause 3.9.
- 3.12 If the Location is located outside the Darwin (postcode of 0810) or Palmerston (post code of 0830) area, you will be charged an additional fee as determined by Us from time to time.
- 3.13 If Personnel are required to use their own vehicles to transport a child or children during provision of the Services, You will be charged an additional fee as determined by Us from time to time.
- 3.14 We may (but do not have to) offer you a special package rate for the Services (in Our sole discretion). Any special package will be confirmed in writing and We can withdraw this offer at any time.
- 3.15 All fees exclude any applicable taxes (including goods and services tax) unless otherwise stated.
- 3.16 In respect of any taxable supply made under this Client Agreement, You must pay to Us an amount equal to the prevailing GST rate, payable at the same time and in the same manner as the Fee, subject to the receipt by You of a valid tax invoice.
- 4. Provision of Services**
- 4.1 You authorise Us to correspond with relevant third parties in relation to the Booking in order to organise and facilitate the Activities and provide the Service.
- 4.2 We warrant that We and Our Personnel will provide the Services using due care and skill, as expected from a comparable service provider.
- 4.3 We warrant that all Personnel delivering the Services will hold a current working with children 'ochre card' or equivalent from time to time.
- 4.4 Bookings are to be made via Our online booking platform or as directed by Us from time to time and at no time is a Booking to be made directly with Personnel.
- 4.5 In addition to clause 4.4, You are prohibited from contacting or dealing with any Personnel directly for the provision of any services which are of the same or a similar nature to the Services for a period of 24 months after expiration or termination of this Agreement. This clause survives the expiration or termination of this Agreement.
- 4.6 We will endeavour to provide the Services in order to complete a Booking, however, You acknowledge that, due to extenuating circumstances out of our control, We may not be able to complete all or part of a Booking in which case We will notify You and You will not be charged for all or part of that Booking.
- 4.7 You will promptly provide all reasonable information required by Us (the **Client Information**) in order to allow Us to provide the Services. You acknowledge and agree that if You delay, or fail to supply Us with the Client Information, then We may be unable to perform the Services and/or perform the Services properly in the timeframe specified, or at all. We will not be liable for any delay or other issue in relation to the provision of Services caused by Your failure to comply with the obligations contained in this clause
- 4.8 We may from time to time alter the types of Services We provide or products provided, in Our sole discretion.
- 4.9 We may (in Our sole discretion) refuse to provide the Services to You for any reason whatsoever.
- 4.10 You acknowledge that We require a minimum of two Personnel to perform the Services for a Booking.
- 5. Personnel**
- 5.1 We may appoint Personnel to provide the Services on Our behalf, in our sole discretion.
- 5.2 Personnel are bound by the terms of the Client Agreement.
- 5.3 You must deal with Personnel in accordance with the Client Agreement and in a professional and respectful manner.
- 6. Cancellation**
- 6.1 You may cancel a Booking by providing written notice to Us.
- 6.2 We have the right to retain up to 20% of the Fee if you cancel a Booking, however, at a minimum we will retain the Booking Fee.
- 6.3 We may, in our sole discretion, waive a cancellation fee payable in accordance with clause 6.2 in extenuating circumstances such as family illness, emergency and/or death.
- 6.4 You may be required to provide Us with documentary evidence of extenuating circumstances prior to Us waiving a cancellation fee in accordance with clause 6.3.
- 7. Termination**
- 7.1 We may terminate this Client Agreement at any time by written notice to You if We cease to offer the Services or if You breach any term or condition of this Client Agreement.
- 7.2 If this Client Agreement is terminated or expires for any reason, then, in addition and without prejudice to any other rights or remedies available:
- (a) the parties are immediately released from their obligations under the Client Agreement except those obligations that, by their nature, survive termination;
- (b) each party retains the claims it has against the other; and;
- (c) You must immediately pay all outstanding Fees (if any) to Us without off-set (including any off-set for any alleged claim).
- 8. Risk and Liability**
- 8.1 You warrant that you will make reasonable enquiries and take reasonable measures to ensure that the Location is a safe and stable environment for Personnel and children. If there is anything at the Location that you believe may pose a risk to Us, Personnel or any children you must notify Us prior to Us or any Personnel attending the Premises.
- 8.2 You warrant that You have made reasonable enquiries to ensure that the Location is adequately insured.
- 8.3 You warrant that You have advised Us in writing of any medical or physical conditions which the children participating in the Services have. It is Your responsibility to keep any necessary medications and a first aid kit in the Premises, and you authorise Us and any Personnel to use same, in order to treat any medical or physical conditions that a child has or may have. You are required to update Us in writing regarding any changes to a child's condition as soon as you become aware of the change.
- 8.4 While We will make all reasonable attempts to ensure that Personnel meet the necessary requirements which allow them to perform the Services to a high standard and are generally of good fame and character, We are not liable for any false or misleading information provided by Personnel.
- 8.5 To the fullest extent permitted by law, We exclude all liability in respect of any prosecution, claim, writ, action, proceeding, suit, demand, cause of action, arbitration, debt, dues, verdict, judgment, loss, cost and expense or other like matter whether present, prospective or contingent, whether arising at law, in equity or under statute and whether or not the facts, matters or circumstances giving rise to those claims are known to the parties at the date of completion of this client registration form or on the date/s of delivery of the Services (each a **Claim**).
- 8.6 To the fullest extent permitted by law, You release Us from liability for any Claim.
- 8.7 You acknowledge and agree that We are not liable to You or any other person for:

- (a) any loss or damage of any kind that is directly or indirectly caused by or results from your wrongful, wilful or negligent act or omission; or
- (b) any direct, incidental, special or consequential damages, including loss of profits or anticipated profits, even if notified of the possibility of that potential loss or damage.
- 8.8 You indemnify Us against all Claims arising during or after the term of this Agreement from or in connection with:
- (a) damage, loss, injury or death to the extent it is caused or contributed to by You or your child's act, negligence or default; or
- (b) anything We are permitted to do under this Agreement.
- 8.9 Subject to clause 8.14, you indemnify Us and Our related entities and representatives against:
- (a) all losses and expenses they incur (including legal costs on an indemnity basis); and
- (b) all liabilities they incur, directly or indirectly caused by, or resulting from, any breach of this Client Agreement by You, your child or any wrongful, wilful or negligent act or omission by You.
- 8.10 Our total aggregate liability for all Claims relating to this Client Agreement is limited to the Fee payable under this Client Agreement.
- 8.11 Either party's liability for any Claim relating to this Client Agreement will be reduced to the extent to which the other party's negligent or intentional act or omission contributed to the Claim.
- 8.12 You warrant that You have advised Us in writing of:
- (a) any medical or physical or psychological conditions which You or the children receiving the Services has; and
- (b) any other matter or circumstance which could be considered relevant to the delivery of the Services; which may affect our delivery of the Services. It is Your responsibility to update Us in writing regarding any changes to Your condition or the condition of the person receiving the Services as soon as you become aware of the change.
- 8.13 You are responsible for Your personal belongings or any personal property located at the Premises or the Location at all times during the delivery of the Services and We take no responsibility for the loss or damage of any personal property.
- 8.14 Any representation, warranty, condition or undertaking that would be implied in these Terms & Conditions by legislation, common law, equity, trade, custom or usage is excluded to the fullest extent permitted by law.
- 8.15 Despite clause 8.14, nothing in these Terms & Conditions excludes, restricts or modifies any condition, warranty, right or remedy conferred on You by the *Competition and Consumer Act 2010* (Cth) or any other applicable law that cannot be excluded, restricted or modified by agreement.
- 8.16 To the fullest extent permitted by law, Our liability for a breach of a non-excludable condition or warranty is limited to, at Our option:
- (a) the supply of the Services; or
- (b) the payment of the cost of having the services supplied again.
- 8.17 Subject to clause 8.14, you release Us and Our related entities and representatives and Personnel, from any liability or claims relating, but not limited to:
- (a) any personal injury;
- (b) loss or damage of your personal property; and
- (c) any breach of your obligations;
- 8.18 You acknowledge and agree that this Agreement's limitations of liability in this clause 8 are essential to Us and We would not have entered into this Agreement in their absence.
- 9. Photos and Videos**
- 9.1 You acknowledge and agree that We may use images of the children participating in the Services to provide You with updates via SMS or email whilst providing the Services.
- 9.2 We may use Your or Your child's image for marketing and promotional purposes on our social media pages, provided the image does not identify You or Your child, unless You have notified Us at the time of entering into this Client Agreement that you do not consent to this.
- 9.3 We will only use images which may identify You or Your child if we have Your prior consent.
- 9.4 We reserve the right to prohibit the use (including for personal use, such as posting on Your Facebook page) of any image which You take during the delivery of the Services, in Our sole discretion.
- 10. General**
- 10.1 This Client Agreement (and any documents executed in connection with it) is the entire agreement of the parties about its subject matter and supersedes all other representations, arrangements or agreements. Other than as expressly set out in this Client Agreement, no party has relied on any representation made by or on behalf of the other.
- 10.2 We may amend these Terms & Conditions at any time upon giving You notice via email or by posting notices of any changes on our Facebook page and/or website. If You continue to utilise any Services on a date that is seven (7) days after the date on which notice of the change is given, You will be deemed to have accepted these changes.
- 10.3 A party waives a right under this Client Agreement only if it does so in writing. We do not waive a right simply because We fail to exercise the right, We delay exercising the right or only exercise part of the right. A waiver of one breach of a term of this Client Agreement does not operate as a waiver of another breach of the same term or any other term.
- 10.4 If a provision in this Client Agreement is wholly or partly invalid or unenforceable in any jurisdiction, that provision or the part of the provision that is invalid or enforceable must, to that extent, and in that jurisdiction, be treated as deleted from this Client Agreement. This does not affect the validity or enforceability of the remaining provisions in that jurisdiction, or of the deleted provision in any other jurisdiction.
- 10.5 We may assign or otherwise deal with the benefit of any contract made pursuant to this Client Agreement without Your consent.
- 10.6 You may not assign your rights and obligations under this Client Agreement under any circumstances without first obtaining our written consent to do so. Any purported assignment not undertaken in accordance with this clause will be invalid.
- 10.7 All contracts made between Us and You shall be governed by and construed in accordance with the laws of the Northern Territory. You agree to submit to the exclusive jurisdiction of the Northern Territory courts for all purposes of or in connection with such contracts.

Section 6 – Acknowledgement

By signing this Client Agreement, You hereby acknowledge and agree that:

- (a) You have read the Handbook, which outlines the details of the tariffs used to calculate the Fees payable for the provision of the Services to You and Your child/children;
- (b) Your email address will be added to Our mailing list and You will receive emails from Us from time to time;
- (c) the information provided in this Client Agreement is accurate, honest, true and correct;
- (d) You will promptly notify Us of any changes to the details provided in this Client Agreement; and
- (e) You have read and agree to the terms of the Client Agreement, which are comprised by this document, the Handbook and the Privacy Policy.

Signed by the Applicant _____

Date: _____