

# Booking Terms & Conditions



By booking a party with Lia Cavallaro trading as Cookaburras Cooking School ABN 80 201 759 034 (we, our, us), you agree to the following Booking Terms and Conditions (Terms).

## 1. Payment

- I. A minimum number of 5 children applies to all party bookings. If your party number falls below 5, you will still be charged for 5 children.
- II. A non-refundable deposit of 50% of the total booking fee is required to secure your booking. The balance of the booking fee must be paid at least 14 days prior to the date of your party booking.
- III. If the total booking fee is not paid in full at least 14 days prior to the date of your party booking, you may lose your party booking.
- IV. Payment of booking fees must be made in accordance with the terms set out on our invoice.

## 2. Changes to your booking

- I. If you reduce the number of children attending your party, subject to there always being a minimum of 5, our refund policy is as follows:
  - a. If you give us more than 14 days notice prior to the date of the party booking, we will refund 100% of the payment in respect to the children that are no longer attending;
  - b. If you give us less than 14 days' notice but more than 72 hours, we will refund 50% of your payment in respect of the children that are no longer attending; or
  - c. If you give us less than 72 hours' notice we are unfortunately unable to offer any refunds.
- II. If you would like to increase the number of children at any time prior to the date of the party booking, please call us on 0477 11 22 33 to discuss and we will do our best to accommodate you.

## 3. Cancelling or rescheduling your booking

- I. If you need to cancel or reschedule a booking, please email [hello@cookaburras.com.au](mailto:hello@cookaburras.com.au) as soon as possible.
- II. We need at least 14 days' notice before the date of your party booking to cancel or reschedule. We cannot refund or rebook any cancellations requested less than 14 days before the date of your party booking.
- III. In the event that you cancel your booking, our refund policy is as follows:
  - a. if you give us more than 1 month notice prior to the date of your party booking, we will refund 100% of any booking fee that you have paid;
  - b. if you give us less than 1 month notice but more than 14 days' notice prior to the booking date, we will refund you any booking fee that you have paid, less the non-refundable deposit; or
  - c. if you give us less than 14 days' notice, we are unable to offer any refunds.
- IV. If Cookaburras Cooking School cancel a party, we will provide you with a full refund of all booking fees paid by you.

## 4. Food allergies

- I. Ingredients may have been manufactured on shared equipment with wheat, dairy, eggs, nuts, fish, soya and shellfish and other allergens.
- II. Please highlight party attendees' allergies or food sensitivities upon making your party booking.

## 5. Photography

- I. As part of running the party, we may take photographs or videos which may include footage of party attendees.
- II. You must ensure that the parents and/or guardians of all children attending your party are provided with a copy of our [Parent/Guardian Consent Form](#), for them to read.

## 6. Insurance

- I. The welfare of attendees at your party is your responsibility. Attendees are to be covered by your relevant insurances. You acknowledge that while we may effect and maintain our own insurance, this doesn't vary or affect your responsibility to ensure that you have proper insurances to cover your party.

## 7. Liability

- I. Our liability to you shall not exceed the total booking fee paid by you. Nothing in these Terms excludes our liability to you for personal injury or death caused by our negligence.
- II. Without exception, you will indemnify and hold us and our employees harmless from all responsibility for any loss of personal property whilst at the class, or for any injuries or damages you sustain or, or that anyone affiliated with or connected with you in any way may sustain, in connection with or resulting directly or indirectly from our attendance at your party, except where such injuries or damages arise as a result of our negligence.

## 8. Intellectual Property

- I. All title and intellectual property rights in the materials that we may provide to you during our performance of chef services to you, including but not limited to trade marks and patents and recipes, remain at all times the property of Cookaburras Cooking School.
- II. You agree not to infringe our copyright, trade marks or any other intellectual property or other rights.

## 9. General

- I. By booking a party with us, you confirm that you are at least 18 years of age and not otherwise limited in your legal ability to contract.
- II. No waiver of these Terms will be effective unless made in writing.
- III. These Terms constitute the entire agreement between you and Cookaburras Cooking School in respect of your party booking.
- IV. If any part or provision of these Terms is or becomes invalid, void, unenforceable or in conflict with the law, that part or provision is severed from these Terms to the intent that all parts that are not, or do not, become void or unenforceable remain in full force and effect and are unaffected by that severance.
- V. Should a dispute arise between us, we strongly encourage you to contact us at [hello@cookaburras.com.au](mailto:hello@cookaburras.com.au) to seek a resolution. Any reasonable requests will be considered and we will attempt to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.
- VI. These Terms are governed by the laws of Western Australia.