

# NEXT PLAYER GAMING

Group Program Services — Terms and Conditions

ABN: 20 917 708 385 | Bendigo, Victoria | nextplayergaming.com.au

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These Terms and Conditions ('Terms') govern all group program bookings, session services and equipment hire provided by Next Player Gaming (ABN 20 917 708 385) ('we', 'us', 'our') to registered NDIS providers, community organisations, disability service providers and other organisations ('the Organisation', 'you') in Victoria, Australia. By confirming a booking with Next Player Gaming, the Organisation agrees to be bound by these Terms.

These Terms are governed by the Australian Consumer Law and Fair Trading Act 2012 (Vic) and the Australian Consumer Law ('ACL') as it applies in Victoria. Nothing in these Terms excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by the ACL that cannot lawfully be excluded or limited.

## 1. Definitions

- **'Booking'** means a confirmed reservation for a Next Player Gaming Group Program Session at an agreed date, time and venue.
- **'Session'** means the delivery of a facilitated group gaming program by Next Player Gaming at the Organisation's nominated Venue during the agreed Hire Period.
- **'Participants'** means the individuals who attend and engage in the Session, whether NDIS participants, clients, students or other persons under the care or supervision of the Organisation.
- **'Venue'** means the physical location nominated by the Organisation at which the Session will be delivered.
- **'Hire Period'** means the agreed duration of the Session as confirmed in writing at the time of booking.
- **'Equipment'** means all gaming monitors, consoles, controllers, gaming chairs, headsets, cables, accessories and any other items supplied by Next Player Gaming as part of the Session.
- **'Service Agreement'** means the written confirmation of a booking issued by Next Player Gaming, specifying the Session date, duration, Venue, number of Participants and agreed Session Fee.
- **'Session Fee'** means the total GST-inclusive price payable by the Organisation for a Session, as specified in the Service Agreement and Tax Invoice.
- **'Tax Invoice'** means a GST-compliant tax invoice issued by Next Player Gaming to the Organisation in accordance with the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- **'NDIS'** means the National Disability Insurance Scheme as administered by the National Disability Insurance Agency (NDIA).
- **'Support Category'** means the relevant NDIS support budget category under which the Organisation may claim costs associated with a Session on behalf of Participants.

## 2. Nature of Service and NDIS Status

**2.1** Next Player Gaming is **not a registered NDIS provider** under the National Disability Insurance Scheme Act 2013 (Cth) and does not hold NDIS provider registration of any kind.

**2.2** Next Player Gaming does not provide support coordination, plan management, disability support work or any other NDIS-registered support or service.

**2.3** Sessions are delivered as a contracted facilitated activity service between Next Player Gaming and the Organisation. The Organisation is solely responsible for all NDIS compliance obligations, including but not limited to: participant eligibility, plan alignment, NDIS claiming, pricing compliance under the NDIS Pricing Arrangements and

Price Limits, and any obligations arising from the NDIS Code of Conduct and NDIS Practice Standards.

**2.4** Next Player Gaming provides no warranty, representation or assurance that costs incurred by the Organisation in engaging Next Player Gaming are claimable under any participant's NDIS plan or support budget. The Organisation must make this determination independently and in accordance with each participant's approved plan.

**2.5** The Organisation warrants that it holds all necessary NDIS provider registrations, worker screening clearances, and other approvals required to deliver group program services to Participants at the time of each Session.

### **3. Booking and Confirmation**

**3.1** A booking is confirmed when the Organisation has received a written Service Agreement from Next Player Gaming.

**3.2** We reserve the right to decline any booking at our discretion, including where the Venue is outside our service area, where the Session cannot be fulfilled safely, or where we reasonably determine that the booking is not suitable.

**3.3** The Organisation is responsible for ensuring that all information provided at the time of booking is accurate, including the Venue address, number of Participants, preferred games, accessibility requirements and contact details. Next Player Gaming accepts no liability for loss or inconvenience caused by inaccurate information provided by the Organisation.

**3.4** Our service area is Bendigo, Victoria and surrounding areas. Bookings outside this area may be accepted at our discretion and may incur a travel surcharge, which will be disclosed to the Organisation prior to booking confirmation.

**3.5** A maximum of six (6) Participants may attend any single Session. Where a larger group is required, additional Sessions may be booked subject to availability.

### **4. Pricing, GST and Invoicing**

**4.1** All Session Fees are quoted and invoiced in Australian Dollars (AUD) inclusive of Goods and Services Tax (GST) at the applicable rate.

**4.2** Session Fees are as published on our website at [nextplayergaming.com.au](http://nextplayergaming.com.au) at the time of booking confirmation, unless otherwise agreed in writing.

**4.3** A Tax Invoice will be issued by Next Player Gaming to the Organisation upon booking confirmation. The Tax Invoice will comply with the requirements of the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and will include:

- (—) Next Player Gaming's ABN (20 917 708 385);
- (—) the date of issue;
- (—) the Session date, duration and Venue;
- (—) the total amount payable inclusive of GST; and
- (—) the GST component as a separate line item.

**4.4** Weekend surcharges and travel fees, where applicable, will be itemised separately on the Tax Invoice and agreed with the Organisation prior to booking confirmation.

**4.5** Session Fees do not include any costs the Organisation may incur in connection with its own staffing, support workers, transport of Participants, or NDIS plan management.

### **5. Payment Terms**

**5.1** No booking deposit is required. Payment of the Session Fee in full is due within fourteen (14) days of the Tax Invoice date, or no later than forty-eight (48) hours prior to the Session date, whichever falls earlier.

**5.2** Where a booking is made within fourteen (14) days of the Session date, full payment is due within forty-eight (48) hours of the Tax Invoice date.

**5.3** Payment must be made by bank transfer to the account details set out on the Tax Invoice, or by such other payment method as agreed in writing prior to the Session.

**5.4** Where full payment has not been received by the due date, Next Player Gaming reserves the right to withhold Session delivery until payment is received, or to cancel the booking. In the event of cancellation by Next Player Gaming due to non-payment within 24 hours of the Session, the full Session Fee remains payable.

**5.5** Where a Tax Invoice remains unpaid for more than thirty (30) days beyond the due date, Next Player Gaming reserves the right to charge interest on the outstanding amount at the rate of 10% per annum, calculated daily from the due date until the date of payment.

## 6. Cancellation and Rescheduling

### 6.1 Cancellation by the Organisation

The Organisation may cancel a confirmed booking by providing written notice to Next Player Gaming at party@nextplayergaming.com.au. The following cancellation policy applies:

Notice Period	Cancellation Fee
More than 24 hours before the Session	No charge — Session Fee not payable
24 hours or less before the Session	Full Session Fee payable

**6.2** Where a Tax Invoice has already been issued and the Organisation cancels with 24 hours or less notice, the full Session Fee remains payable within the original payment terms set out in Clause 5.

**6.3** Where the Organisation cancels with more than 24 hours notice and payment has already been received, Next Player Gaming will provide a full refund within five (5) business days.

### 6.4 Rescheduling

The Organisation may request to reschedule a confirmed booking at no charge, provided written notice is given more than 24 hours before the Session and the requested new date is available. Rescheduling requests made with less than 24 hours notice are treated as cancellations and the full Session Fee is payable.

### 6.5 Cancellation by Next Player Gaming

If Next Player Gaming cancels a confirmed booking due to circumstances within our control, the Organisation will receive a full refund of any amounts paid and Next Player Gaming will make reasonable efforts to offer an alternative date. Where cancellation is caused by a Force Majeure event (see Clause 12), a full refund of any amounts paid will be provided, less any reasonable costs already incurred and not recoverable by us.

## 7. Equipment, Delivery, Setup and Pack-Down

**7.1** Next Player Gaming will deliver, set up and pack down all Equipment at the Venue on the confirmed Session date. An estimated arrival window will be confirmed with the Organisation in advance.

**7.2** The Organisation is responsible for ensuring that a clear, accessible space is available at the Venue prior to our arrival. A minimum floor space of approximately 3m x 4m is recommended for a full 6-station setup.

**7.3** The Organisation must ensure that a standard 240V power supply is accessible within reasonable proximity of the setup area. Next Player Gaming is not responsible for any failure or reduction in service caused by inadequate or unavailable power supply at the Venue.

**7.4** An authorised representative of the Organisation must be present at the Venue at the time of Equipment delivery and setup, and at the time of collection.

**7.5** All electrical equipment supplied by Next Player Gaming is tested and tagged in accordance with AS/NZS 3760 and current Victorian WorkSafe requirements. Current test and tag records are available on request.

**7.6** Ownership of all Equipment remains with Next Player Gaming at all times. The Organisation must not sell, transfer, sub-hire or part with control of any Equipment during the Hire Period.

## **8. Facilitation and Session Delivery**

**8.1** Next Player Gaming will provide a facilitator for the duration of each Session. The facilitator's role is to operate the Equipment, onboard Participants to gameplay, guide session activities and manage the technical delivery of the gaming program.

**8.2** The Next Player Gaming facilitator is not a disability support worker and does not provide personal care, therapeutic support, behaviour support or any other disability support service. The Organisation is solely responsible for providing appropriate support staff for Participants during the Session in accordance with its NDIS obligations and duty of care.

**8.3** Next Player Gaming will make reasonable efforts to accommodate game preferences or session structure requests advised by the Organisation prior to the Session. Requests made on the day of the Session cannot be guaranteed.

**8.4** Where Next Player Gaming reasonably determines that a Session cannot continue safely — including due to participant behaviour, venue conditions or equipment malfunction — we reserve the right to pause or conclude the Session early. Next Player Gaming will advise the Organisation's representative immediately. A pro-rata credit or refund may apply at Next Player Gaming's discretion.

## **9. Participant Welfare and Safeguarding**

**9.1** The Organisation is solely responsible for the welfare, supervision and duty of care of all Participants throughout the Session, including before, during and after Session activities.

**9.2** The Organisation warrants that all support workers and staff present at the Session hold current NDIS Worker Screening clearances as required under the Worker Screening Act 2020 (Vic) and applicable NDIS legislation.

**9.3** Next Player Gaming holds a current Working with Children Check as required under the Worker Screening Act 2020 (Vic). Our check number is available on request.

**9.4** The Organisation is responsible for ensuring that gaming content and session activities are appropriate for each Participant, having regard to their age, disability, cognitive level and any relevant behaviour support plans. Next Player Gaming does not hold clinical or therapeutic expertise and will not independently assess participant suitability.

**9.5** The Organisation must advise Next Player Gaming of any accessibility requirements, sensory sensitivities, behaviour support considerations or other relevant participant information prior to the Session, to allow reasonable accommodations in session delivery.

## **10. Equipment Damage and Loss**

**10.1** No security deposit is required from the Organisation. The Organisation acknowledges and accepts responsibility for any damage to or loss of Equipment that occurs during the Session and is caused by the acts, omissions or negligence of the Organisation, its staff or Participants.

**10.2** Where Equipment is damaged, lost or requires repair or replacement as a result of the Session, Next Player Gaming will provide the Organisation with written documentation of the damage and a reasonable cost estimate for repair or replacement within five (5) business days of the Session.

**10.3** The Organisation will be invoiced for the reasonable cost of repair or replacement. This invoice is payable within fourteen (14) days of the invoice date. The interest provision in Clause 5.5 applies equally to damage invoices.

**10.4** 'Fair wear and tear' means minor deterioration expected from normal, careful use. It does not include damage caused by misuse, negligence, accidental impact, liquid ingress or failure to follow operating instructions provided by Next Player Gaming staff.

**10.5** Next Player Gaming will make all reasonable efforts to document the condition of Equipment before and after each Session.

## **11. Insurance**

**11.1** Next Player Gaming holds current public liability insurance with coverage of \$10,000,000 (ten million Australian dollars) per occurrence. A Certificate of Currency is available on request.

**11.2** The Organisation is responsible for maintaining its own appropriate insurance coverage, including but not limited to public liability, professional indemnity, and any coverage required by the NDIS Quality and Safeguards Commission or its own registration conditions.

**11.3** Next Player Gaming's public liability insurance does not extend to cover the Organisation, its staff or Participants for any liability arising from the Organisation's own acts or omissions.

## **12. Force Majeure**

**12.1** Neither party will be in breach of these Terms or liable for any failure or delay in performance caused by circumstances beyond their reasonable control, including but not limited to acts of God, extreme weather events, government restrictions, public health emergencies, civil unrest or any other event that makes it impossible or impractical to perform the booking as agreed.

**12.2** In the event of a Force Majeure cancellation by Next Player Gaming, the Organisation will receive a full refund of any amounts paid, less reasonable costs already incurred and not recoverable by us. Written documentation of such costs will be provided.

**12.3** Where a Force Majeure event prevents the Organisation from proceeding with a confirmed Session, Next Player Gaming will work with the Organisation in good faith to reschedule at no additional charge, subject to availability.

## **13. Privacy**

**13.1** Next Player Gaming collects organisational contact information (including organisation name, contact name, phone number, email address and venue address) for the purpose of fulfilling Session bookings and communicating in relation to our services.

**13.2** Next Player Gaming does not collect, store or process personal information about individual Participants. The Organisation is responsible for ensuring that all personal information relating to Participants is managed in accordance with the Privacy Act 1988 (Cth) and applicable NDIS privacy obligations.

**13.3** We will not share organisational information with any third party except where required by law or with the Organisation's explicit consent.

## **14. Limitation of Liability**

**14.1** To the extent permitted by law and subject to the ACL, Next Player Gaming's liability to the Organisation in connection with any Session or booking is limited to the total Session Fee paid for that Session.

**14.2** We are not liable for any indirect, consequential, special or incidental loss or damage arising from or in connection with the provision of our services, including but not limited to loss of program revenue, NDIS claiming decisions, participant outcomes, costs arising from connectivity issues at the Venue, or any decisions made by the NDIA in relation to a participant's plan.

**14.3** Nothing in these Terms excludes or limits our liability for death or personal injury caused by our negligence, or any other liability that cannot be excluded or limited under the ACL.

## **15. Disputes and Governing Law**

**15.1** We are committed to resolving any concerns or disputes fairly and promptly. If you have a complaint, please contact us in the first instance at [party@nextplayergaming.com.au](mailto:party@nextplayergaming.com.au) or by calling 0475 GAMING (0475 426 464).

**15.2** If a dispute cannot be resolved directly between the parties, either party may refer the matter to Consumer Affairs Victoria or the Victorian Civil and Administrative Tribunal (VCAT) for resolution.

**15.3** These Terms are governed by the laws of Victoria, Australia. Both parties submit to the non-exclusive jurisdiction of the courts of Victoria.

## **16. Amendments to These Terms**

**16.1** We reserve the right to update these Terms from time to time. The current version will always be available on our website at [nextplayergaming.com.au](http://nextplayergaming.com.au).

**16.2** Any booking confirmed prior to an update to these Terms will be governed by the Terms in effect at the time of booking confirmation.

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## **Acknowledgement**

By confirming a booking with Next Player Gaming, the Organisation confirms that:

- It has read and understood these Terms and Conditions;
- It is authorised to enter into this agreement on behalf of the Organisation;
- It accepts full responsibility for participant welfare, NDIS compliance and the accuracy of all information provided to Next Player Gaming;
- It acknowledges that Next Player Gaming is not a registered NDIS provider and that all NDIS claiming obligations rest solely with the Organisation; and
- All information provided to Next Player Gaming is accurate and complete.