

NEXT PLAYER GAMING

Terms and Conditions of Hire

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

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These Terms and Conditions ('Terms') govern all bookings, services and equipment hire provided by Next Player Gaming (ABN 20 917 708 385) ('we', 'us', 'our') to customers ('you', 'the Customer') in Victoria, Australia. By making a booking with Next Player Gaming, you agree to be bound by these Terms.

These Terms are governed by the Australian Consumer Law and Fair Trading Act 2012 (Vic) ('the Act') 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 Next Player Gaming services at an agreed date, time and location.
- 'Equipment' means all gaming monitors, gaming chairs, headsets, consoles, controllers, cables, accessories and any other items supplied by Next Player Gaming as part of the hire service.
- 'Hire Period' means the agreed duration of equipment use at your nominated party address, as confirmed in writing at the time of booking.
- 'Party Address' means the location nominated by you at the time of booking where the Equipment will be delivered, set up and collected.
- 'Booking Deposit' means the non-refundable deposit paid to secure a booking date, as described in Clause 4.
- 'Security Deposit' means the refundable amount held against potential damage to or loss of Equipment, as described in Clause 6.
- 'Future Booking' means a booking made in advance for a second setup or date not yet available, as described in Clause 5.
- 'Responsible Adult' means a person aged 18 years or older who accepts responsibility for supervising the party and the Equipment during the Hire Period.

2. Bookings and Confirmation

2.1 A booking is only confirmed once you have received written confirmation from Next Player Gaming and the Booking Deposit has been received in full.

2.2 We reserve the right to decline any booking at our discretion, including where we reasonably determine that the Party Address is outside our service area, the internet connection is insufficient to support the service, or the booking cannot be fulfilled safely.

2.3 You are responsible for ensuring that all information provided at the time of booking is accurate, including the Party Address, number of players, preferred games and contact details. We accept no liability for any loss or inconvenience caused by incorrect information provided by you.

2.4 Our service area is Bendigo, Victoria and surrounding suburbs as listed on our website at nextplayergaming.com.au. Bookings outside this area will not be accepted.

3. Pricing and Payment

- 3.1 All prices are displayed on our website and are quoted in Australian Dollars (AUD) inclusive of GST.
- 3.2 Pricing is calculated per player, per package, as listed on our website at the time of booking.
- 3.3 Full payment of the total booking amount, less any Booking Deposit already paid, is due no later than seven (7) days prior to the party date unless otherwise agreed in writing.
- 3.4 We accept payment via bank transfer or such other payment methods as listed on our website. Details will be provided at the time of booking confirmation.
- 3.5 Where a Security Deposit is required under Clause 6, this must also be received prior to the Hire Period commencing.

4. Booking Deposit and Cancellation Policy

4.1 Booking Deposit

A non-refundable Booking Deposit of 25% of the total booking value is required to secure your preferred date. This deposit reflects the genuine cost to us of reserving your date, including forgoing other bookings and preparatory work undertaken on your behalf.

Under Consumer Affairs Victoria guidance, deposits that exceed 10% of the total booking cost may be considered prepayments. We have set our deposit at 25% to reflect genuine costs associated with peak weekend date reservation. By paying this deposit, you acknowledge that this amount is reasonable and proportionate to our actual costs.

4.2 Cancellation by You

If you cancel a confirmed booking, the following cancellation policy applies:

Notice Period	Booking Deposit	Remaining Balance
More than 30 days before party date	Fully refunded	Fully refunded
14 to 30 days before party date	50% refunded	Fully refunded
7 to 13 days before party date	Forfeited	50% refunded
Less than 7 days before party date	Forfeited	Forfeited

We will always make reasonable efforts to fill a cancelled booking slot. If we successfully rebook your cancelled date at the same or greater value, we will refund amounts in excess of our reasonable administrative costs, even where forfeiture would otherwise apply under this clause.

4.3 Rescheduling

We understand that plans change. You may request to reschedule your booking at no charge provided you give us more than 14 days' notice and the new date is available. Rescheduling requests made with less than 14 days' notice are subject to our discretion and an administration fee of \$30 may apply.

4.4 Cancellation by Us

If we are required to cancel your booking due to circumstances within our control, we will provide you with a full refund of all amounts paid, including the Booking Deposit. We will also make reasonable efforts to assist you in finding an alternative date or arrangement.

If cancellation is caused by circumstances beyond our reasonable control (Force Majeure — see Clause 11), you will receive a full refund of amounts paid, minus any reasonable costs already incurred.

5. Future Bookings (Second Setup)

5.1 Next Player Gaming is actively working to expand to a second full gaming setup. Where a customer wishes to secure a booking on the second setup before it is in service, the following stricter terms apply in addition to the standard Terms.

5.2 A non-refundable deposit of 50% of the estimated total booking value is required to secure a Future Booking on the second setup.

5.3 The balance is due no later than 14 days before the party date once the setup is confirmed as available.

5.4 If the second setup is not available by the agreed party date through no fault of the Customer, Next Player Gaming will offer either:

- An alternative date on the existing first setup, where available; or
- A full refund of all amounts paid, including the 50% Future Booking deposit.

5.5 Cancellation by the Customer of a Future Booking is subject to the following:

- More than 60 days before party date: 50% of deposit refunded, balance of amounts paid fully refunded.
- 30 to 60 days before party date: deposit fully forfeited, balance of amounts paid fully refunded.
- Less than 30 days before party date: deposit fully forfeited, 50% of any balance paid is refunded.
- Less than 14 days before party date: all amounts paid are forfeited.

The stricter cancellation terms for Future Bookings reflect the genuine additional costs and commitments we undertake to prepare a second setup in advance of your confirmed date.

6. Security Deposit and Equipment Responsibility

6.1 Security Deposit

A refundable Security Deposit is required for all bookings. The Security Deposit is calculated per player and is as follows:

Package	Security Deposit
Basic Bruh (BYO Consoles)	\$50.00 per player (refundable)
Aint No Noob	\$100.00 per player (refundable)
Pro Gamer	\$100.00 per player (refundable)
Load Out	\$100.00 per player (refundable)

6.2 The Security Deposit will be returned to you within 3 business days of the collection of Equipment, provided that all Equipment is returned undamaged, in full working order and in the same condition as delivered, fair wear and tear excepted.

6.3 Where Equipment is damaged, lost or requires replacement as a result of the Hire Period, the reasonable cost of repair or replacement will be deducted from the Security Deposit. Where costs exceed the Security Deposit, you will be invoiced for the outstanding amount. We will provide you with written documentation of any deductions made.

6.4 '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 any operating instructions provided.

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

7. Delivery, Setup and Collection

7.1 We will deliver, set up and collect all Equipment at the agreed Party Address on the dates and times confirmed in your booking. An estimated arrival window will be confirmed with you in advance.

7.2 You are responsible for ensuring that a clear, accessible space is available for setup prior to our arrival. A minimum floor space of approximately 3m x 4m is recommended for a full 6-player setup.

7.3 You must ensure that a standard 240V power outlet is accessible within reasonable proximity of the setup area. We are not responsible for any failure of the service caused by inadequate or unavailable power supply.

7.4 A Responsible Adult must be present at the Party Address at the time of delivery and setup, and at the time of collection.

8. Internet and Connectivity

8.1 Many games and services included in our packages require an active internet connection. We recommend a minimum download speed of 25 Mbps and upload speed of 5 Mbps for an optimal multi-player experience.

8.2 Prior to confirming your booking, we will conduct a best-endeavours check of your address using publicly available NBN connection type data. Where your connection type is Wireless, Fibre to the Node (FttN) or cannot be determined, we will ask you to conduct a speed test using Ookla (speedtest.net) and provide us with the results.

8.3 We are not responsible for any degradation of service, reduced gaming experience or inability to play online caused by an inadequate, unstable or unavailable internet connection at the Party Address.

8.4 Where we assess that your connection may be insufficient, we may offer to supply a 4G/5G mobile hotspot device for an additional charge agreed with you in writing prior to the booking being confirmed. The use of such a device does not guarantee a minimum service level where mobile network coverage is limited.

8.5 We will not provide a refund or reduction in fees solely on the basis of internet connectivity issues at the Party Address where these were disclosed to you prior to the booking being confirmed.

9. Supervision, Safety and Conduct

9.1 A Responsible Adult (aged 18 years or over) must be present and actively supervising all participants at all times during the Hire Period. By confirming a booking, you warrant that a Responsible Adult will be present throughout.

9.2 Our service is designed for participants aged 8 to 14 years. We reserve the right to refuse or suspend service where participants fall significantly outside this age range or where the safety of participants or Equipment cannot be reasonably assured.

9.3 You are responsible for ensuring that all participants behave in a safe and respectful manner and comply with any instructions given by our staff at the time of setup.

9.4 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.

9.5 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.

10. BYO Console (Basic Bruh Package)

10.1 Where you select the Basic Bruh package, all players are required to bring their own compatible gaming consoles. A Console Safety Satchel will be provided for each console to protect against physical damage during the session.

10.2 You are responsible for ensuring that all BYO consoles are updated to the latest available firmware and software version prior to the party. Failure to do so may result in reduced game time due to in-session updates. We recommend communicating this requirement to all parents of invited players in advance.

10.3 Next Player Gaming accepts no responsibility for any damage to, loss of, or malfunction of BYO consoles during the Hire Period. The Console Safety Satchel is provided as a reasonable precaution only and does not constitute insurance or a guarantee against damage.

10.4 Next Player Gaming is not liable for any data, saved games, accounts or content stored on BYO consoles.

11. Force Majeure

11.1 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.

11.2 In the event of a Force Majeure cancellation by Next Player Gaming, you will receive a full refund of all amounts paid, less any reasonable costs already incurred and not recoverable by us. We will provide you with written documentation of such costs.

11.3 Where a Force Majeure event affects you as a customer (for example, a medical emergency), we will work with you in good faith to reschedule your booking at no additional charge, subject to availability.

12. Limitation of Liability

12.1 To the extent permitted by law and subject to the ACL, Next Player Gaming's liability to you in connection with any booking or hire is limited to the total amount paid by you for that booking.

12.2 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 enjoyment, costs of alternative entertainment or costs arising from internet connectivity issues at the Party Address.

12.3 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.

13. Privacy

13.1 Next Player Gaming collects personal information (including your name, phone number, email address, party address and child's name and age) for the purpose of fulfilling your booking and communicating with you in relation to our services.

13.2 We will not share your personal information with any third party except where required by law or with your explicit consent.

13.3 By making a booking, you consent to us contacting you via the details provided for the purpose of booking management, service updates and, where you have indicated your interest, future promotions. You may opt out of promotional communications at any time by contacting us at party@nextplayergaming.com.au.

14. Photography and Social Media

14.1 We may occasionally take photographs or video of our setup (not of children or guests) for use on our website and social media channels. We will always seek your permission before doing so.

14.2 If you or your guests take photographs or video at the party that include our Equipment or branding, we kindly ask that you tag us at [facebook.com/nextplayergaming](https://www.facebook.com/nextplayergaming). This is not a requirement but is appreciated.

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 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](https://www.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.

Acknowledgement

By making a booking with Next Player Gaming, you confirm that:

- You have read and understood these Terms and Conditions;
- You are 18 years of age or older;
- You accept these Terms on behalf of yourself and all participants at your booking;
- A Responsible Adult will be present and supervising at all times during the Hire Period; and
- All information provided to Next Player Gaming is accurate and complete.

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