

SmashLAB Pty Ltd ABN 68 627 892 291

Terms of Service

Introduction

SmashLAB Pty Ltd ABN 68 627 892 291 provides the Smash Room object smash experience, website and its associated Services. The Company allows Users of its services to use the following Services: Use its website to access information and purchase tickets for admission to the SmashLAB Room and enter the SmashLAB Room and smash Stuff.

Risk Warning

Recreational Activities, including the SmashLAB, involves a significant risk of physical harm or personal injury including but not limited to part/permanent disability or death to a User or Third Party.

Entering and any participation of the SmashLAB Premises by a User or Third Party agrees to waive their right to sue the Company.

Important Terms

Key Definitions

The following terms are used regularly throughout these Terms of Service and have a meaning (additional definitions are found in the General Conditions):

Agreement means these Terms of Service.

Attire means suitable clothing and attire to use the SmashLAB Room.

Booking means a booking to use the SmashLAB Room.

Booking Fee means the Fee for a Booking.

SmashLAB Room means the Smash Room operated by the company in which Users are allowed to smash Stuff.

Company means SmashLAB Pty Ltd ABN 68 627 892 291.

Content means any written, video, audio or other material provided to a User, in which the Company holds Intellectual Property Rights.

Fee means any fee payable by a User for access to, or use of a Service.

Apparatus means any object used to smash Stuff, including without limitation, a baseball bat.

Privacy Policy means SmashLAB's privacy policy as updated from time-to-time.

Representative means an owner, employee, instructor, volunteer or other representative of the Company.

Service means any of the following where implied by context: Access to the information, tools and features available via the Site; Use of the SmashLAB Room; Providing the User with Stuff; and Any other service provided by the Company to a User.

Site means the Company's website accessible at <http://www.smashlab.com.au>, <http://www.smash.pictures> or any such other URL used by the Company from time-to-time.

Stuff means any objects or materials permitted by the Company to be broken in the SmashLAB Room.

Third Party means any person that is not a User.

User means any or other user of a Service including but not limited to the customer, patron or visitor.

Agreement

This Agreement governs the use of the Site and Services by any User and limits the liability of the Company to any User. This Agreement has specific terms of use (in addition to the General Conditions) that apply to all Users. In addition to any other express or implied consents, by using the Site or any other Service, the User accepts and agrees to the terms of this Agreement.

The user acknowledges having read this Agreement and understands the terms contained within this Agreement.

Using the SmashLAB Room

The User acknowledges that a risk of personal injury is inherent in the use of the SmashLAB Room. The Company takes reasonable steps to mitigate the risks and make the SmashLAB Room experience as safe as possible for each user. However, the User acknowledges that they use the SmashLAB Room at their own risk.

Up to two Users are permitted in the SmashLAB Room at a time.

In order to qualify to use the SmashLAB Room, a User must:

Be over the age of 15;

Be in good health;

Have no outstanding or untreated injuries;

Not be under the influence of any drugs or alcohol;

Dressed in suitable Attire; and

Pay a Booking Fee for use of the SmashLAB Room.

A Booking Fee shall in default include:

The value of one unit of Stuff to be broken by a User in the SmashLAB Room during a Booking; and

The use of any safety equipment or Apparatus provided by the Company for use by the User in the SmashLAB Room.

The Company may allow a User to supply their own Stuff subject to any pricing and additional terms the Company may set from time-to-time as:

Described on the Site; or

Determined by a Representative in their discretion.

The Company may charge the User an additional fee for any additional units of Stuff to be used during a Booking.

Any Stuff supplied by a User must be approved by a Representative prior to the User being allowed to use the Stuff in the SmashLAB Room.

The User may only break and/or smash Stuff within the SmashLAB Room, and must not:

Break and/or smash Stuff outside the SmashLAB Room;

Damage any window, door, wall, light, floor, door handle or any other furniture, fixture or fitting at the premises where the SmashLAB Room is located;

Damage anything a Representative specifically states is not Stuff;

Damage any camera equipment present in the SmashLAB Room;

Use an Apparatus in a threatening manner toward any person;

Deliberately break or damage any Apparatus or safety equipment provided by the Company.

The Company may impose additional safety rules, and rules of conduct specific to a SmashLAB Room, and any Stuff from time-to-time, which shall apply to each User of a SmashLAB Room.

No User may use a SmashLAB Room until the User has completed a safety briefing as required by the Company.

A User must notify a Representative of any health condition that could reasonably affect their ability to safely use the SmashLAB Room.

The Representative may refuse a User Entry if they determine that the User may be unable to safely use the SmashLAB Room.

The Company may provide a User denied access to use the SmashLAB Room for health reasons and a refund at the Company's absolute discretion.

Every User must comply with any direction given by a Representative.

No User may enter the SmashLAB Room under the influence of alcohol, drugs or any other substance that may affect the User's ability to safely use the SmashLAB Room.

A Representative may evict a User from a SmashLAB Room in the event that the User:

Has failed to follow the reasonable directions of the Representative; or

Presents a hazard to the safety and wellbeing of any person including themselves.

No Stuff whether broken or not may be removed from the SmashLAB Room, except for any un-broken Stuff the User may have brought with them.

The Company may monitor the SmashLAB Room to ensure the User's safety and compliance with this Agreement.

The Company will not use any footage recorded of the User in a manner inconsistent with the Privacy Policy, or otherwise without the User's consent.

Attire & Safety Equipment

Each User that uses the SmashLAB Room must wear suitable clothing as directed by the Company, and in default a User's attire must cover the User's full body including:

A full-sleeve top that covers the User's arms to the wrist, and the torso up to the base of the User's neck;

Full length pants, dress or skirt;

Fully enclosed shoes.

A User must use the safety clothing and equipment provided by the Company, or such other safety equipment that the User supplies, subject to the approval of a Representative.

Bookings

A User must make a Booking prior to using the SmashLAB Room either via the Site or such other method accepted by the Company from time-to-time.

A Booking Fee shall apply to each Booking and must be paid in advance at the time the Booking is made.

The Company will provide the User with a confirmation for each Booking. If a User does not receive a Booking confirmation within 24 hours of making payment, the User should contact the company to ensure their Booking is confirmed.

Each User must arrive not less than 15 minutes prior to the scheduled commencement of their Booking in order to undertake a compulsory safety briefing and be fitted out in the safety equipment.

Each User must vacate the SmashLAB Room promptly at the scheduled end time for their Booking to allow the Company to reset the SmashLAB Room for the next user.

A User must provide not less than 48 hours' notice of cancellation if the User will be unable to attend their Booking.

The Company shall only provide a refund for Bookings that are cancelled in accordance with these Terms of Service and shall be determined by the Company at the companies absolute discretion.

Fees

Fees and Pricing apply as advertised on the Site for the use of each Service, and the terms of those Fees are set out in the General Conditions.

A User shall pay any applicable Fees as directed by the Company, including via:

The Company's payment gateway on the Site;

At the Company's premises; or

Such other method as directed by the Company from time-to-time.

Notwithstanding any provision of this Agreement to the contrary, no refunds are offered except as required by law.

User Terms of Use

Each User agrees and accepts that:

The User is solely responsible for their use of the SmashLAB Room and each Service, and indemnifies the Company in the event that their use causes damage to property, personal injury, death, loss or harm whether direct or consequential to the User, the Company or any Third Party.

Under no circumstance will the Company be liable for any injury, illness, death or damage to property resulting from the Users use of a Service;

The User indemnifies the Company against all costs, claims damages and expenses for any personal injury, death or damage to property caused to the person or property of a Third Party as a result of the User's use of a Service;

The User shall replace or reimburse the Company the value of any Company property that the User damages or destroys that is not Stuff, including without limitation any Apparatus, safety equipment, camera, window, door, wall, light, floor, door handle or any other furniture, fixture or fitting;

The Company may send a User emails, text messages, and/or push notifications regarding the Services and the Company's business from time-to-time;

Any consent made by a User through the Site or via email is valid and binding unless and until revoked by the User, and the Company may rely on a consent made through the Site without any need to further verify the veracity of that consent;

The Site may be hosted on servers located outside Australia and may also use email servers located outside of Australia. Such services may host or transmit a User's Personal Information;

The User shall only use Content provided to them by the Company, for the purpose for which it was provided, and shall not otherwise infringe the Company's intellectual property rights by copying or distributing the Content without the consent of the Company.

Electronic Transactions

The User agrees that when it provides any consent, authority or agreement through the Site it does so as an electronic transaction and warrants that such transaction shall be binding on the user and the company.

General

Each party acknowledges that it has not relied on any representation, warranty or statement made by any other party, other than as set out in this Agreement.

Age

The Company may restrict access to the SmashLAB Room to people over the age of 18, unless the consent of a parent or legal guardian is provided.

Photos & Videos

A Representative for the Company may take photos and/or videos during your booking and the photos and/or videos may be, but not limited to, uploaded to social media or used for advertising & promotion purposes.

Waiver

No clause of this Agreement will be deemed waived and no breach excused unless such waiver or consent is provided in writing.

Governing Law

This Agreement is governed by the laws of the state of New South Wales. Each of the parties hereby submits to the non-exclusive jurisdiction of courts within the state of New South Wales.

End of Terms of Service.