



Booking Terms and Conditions

Welcome to Ojas Play Café! We offer ticketed admission to our soft play centre and café, as well as private hire. These Terms form our contract with you, and sets out our obligations as a service provider and your obligations as a customer. You cannot use our Services unless you agree to these Terms.

In these Terms, when we say **you** or **your**, we mean you, the individual making a booking with us. When we say **we**, **us**, or **our**, we mean Ojas Play Cafe Ltd, a company registered in England and Wales with company number 15702738. We and you are each a **Party** to these Terms, and together, the **Parties**.

Some capitalised words in these Terms have defined meanings, and each time that word is used in these Terms it has the same meaning. You can find a list of the defined words and their meaning at the end of these Terms.

For questions about these Terms, or to get in touch with us:

Visit us: 169 High Street, Hornchurch RM11 3XS

Email us: hello@ojasplaycafe.co.uk.

Phone us: [07566 260 651](tel:07566260651)

1. Commencement

1.1 These Terms apply from:

- (a) where you make a booking through our website, once you checkout through our online system; or
- (b) where you make a booking (including a private hire booking) offline, once we send a confirmation email to confirm your booking.

2. Services

2.1 We provide access to our soft play centre and café facilities (**Services**) subject to these Terms, including the rules set out in this clause 2.

2.2 Age and Supervision Requirements

- (a) Our soft play area is designed for children aged 0-5 years only. Our facilities include separate areas for babies and toddlers.
- (b) Children aged over 5 years may accompany their family, but are not permitted to enter the play area. They may use the café facilities at an additional charge per child (as set out on the Site).
- (c) At least 1 responsible adult must supervise children at all times while using our facilities. The responsible adult assumes all risks and liabilities associated with their child's use of the facilities.
- (d) One complimentary adult admission is provided per child. Additional adults will be charged at our standard adult rate (as set out on the Site).
- (e) Responsible adults must watch their child at all times, ensure their child plays safely (including with other children), stay within the premises, and follow our staff instructions.

2.3 Booking and Entry

- (a) All visits must be pre-booked through our website. We do not accept walk-in visitors.
- (b) Session times are:
 - Weekdays: 1.5 hour sessions
 - Weekends: 2 hour sessions
- (c) Upon booking, you will:
 - (i) select an available session time;
 - (ii) provide your name, email address and contact number;

- (iii) shortly thereafter receive an email containing a QR code for entry to Ojas Play Café; and
 - (iv) be required to scan your QR code at our entrance to gain access.
- (d) You will only be able to access Ojas Play Café during the session time you have selected. Please ensure you are packed and ready to exit by the finish time of your allocated session, so that we can promptly admit the next session's attendees.

2.4 Rescheduling and Cancellation

- (a) We understand that things can happen. You may reschedule your booking to another available session time provided you give us at least 2 hours' notice before your original session start time.
- (b) Each booking may only be rescheduled once, and if you are unable to make your rescheduled booking, you will forfeit your ticket fee/s.
- (c) We do not allow cancellation once a booking has been made, and subject to your rights under law, any prepaid amounts are non-refundable.

2.5 Rules of entry

- (a) All visitors must:
 - (i) remove shoes before entering the play area and store shoes in the designated shoe racks;
 - (ii) wear clean socks at all times in the play area;
 - (iii) store personal belongings (including prams, bags and coats) in designated areas; and
 - (iv) maintain proper hygiene and cleanliness throughout their visit.
- (b) We have limited space, so all visitors agree to only bring necessary personal items. Where you wish to bring a pram, you must add a pram to your booking when making your booking. Where there are no spots for prams available for your preferred session time, we kindly request that you make alternative arrangements for the storage of your pram, such as in your vehicle.
- (c) We operate CCTV on our premises for safety and security purposes.
- (d) Children who are unwell should not use the play facilities.
- (e) Please tell our staff immediately about any accidents or spillages.
- (f) Our staff reserve the right to:
 - (i) inspect bags upon entry;
 - (ii) refuse admission for safety reasons or non-compliance with these Terms (and no refund will be provided); and/or
 - (iii) remove any person engaging in inappropriate behaviour including running, pushing, or fighting (and no refund will be provided).

2.6 Food and Beverage

- (a) We have a selection of food and drinks available for purchase at Ojas Play Café!
- (b) Outside food and drinks are not permitted, except for:
 - (i) baby food and baby formula;
 - (ii) food or drink required for special dietary needs that we are unable to accommodate (please contact us before your visit to discuss your requirements; please note that hot food items are not permitted under any circumstances); and
 - (iii) birthday cakes during private hire parties.
- (c) Please inform staff of any allergies, and we will do our best to accommodate this. Note that we cannot guarantee a nut-free environment.
- (d) Food and drinks must only be consumed in the café area, and no food or drinks are allowed in the play area at any time.

2.7 Prohibited Items

The following items are strictly prohibited on our premises:

- (i) outside food or drinks (except as permitted under clause 2.6);
- (ii) alcohol;
- (iii) animals, including dogs (except for assistance dogs); and
- (iv) weapons or dangerous items.

2.8 **Photography**

- (a) Parents/guardians may take photographs or videos of their own children for personal use only.
- (b) Photography or filming of other children or for commercial purposes is strictly prohibited.

3. **Private Hire and Parties**

3.1 We love hosting special occasions at Ojas Play Café! In order to give you the privacy to celebrate with your loved ones, all our party packages include private access to the space for your allocated time.

3.2 **Booking Process**

- (a) You may place an enquiry through our website for a party booking by completing our online enquiry form. Once we receive your enquiry, we will check availability and contact you within 2 Business Days to confirm whether your preferred date and time is available.
- (b) To secure your booking you must:
 - (i) choose your party package; and
 - (ii) pay the deposit.
- (c) Your booking is not confirmed until you complete all items set out above. Once you have completed all of the above items, we will send you an email confirming your party booking.

3.3 **Deposits and Payment**

- (a) A non-refundable deposit is required to secure your booking.
- (b) The remaining balance must be paid in full at least 2 weeks before your party date.
- (c) Where you have not paid the remaining balance 2 weeks before your party date, we may (in our sole discretion), cancel your booking with written notice to you, and retain your deposit as a cancellation fee.

3.4 **Final Arrangements**

- (a) You must confirm the following at least 7 days before your party:
 - (i) final number of attendees;
 - (ii) your food choices; and
 - (iii) any special requirements.
- (b) The price of the package remains fixed regardless of the final number of attendees.

3.5 **Changes and Transfers**

In exceptional circumstances, we may allow your deposit to be transferred to an alternative date, where you provide us with more than 2 weeks notice in advance of the event date.

3.6 **Private Hire Rules**

- (a) All standard play centre rules continue to apply during private hire, and children are required to be supervised at a rate of at least 1 adult per 2 children.
- (b) In our discretion, we may allow children older than 5 years to access the play area during private hire parties. Please contact us prior to the private event to discuss further.
- (c) Outside food is not permitted except for birthday cake, and pre-approved special dietary requirements.

3.7 **Party Decorations**

You may bring basic decorations for your party provided they are agreed in advance with our staff. Permitted decorations include table decorations, birthday banners, secured balloons (not free-floating), and party bags. We do not allow confetti, glitter, wall decorations, helium balloons, streamers, loose items, smoke machines, bubble machines, or any decorations that could present a safety hazard. You may access the party area 15 minutes before your booking to set up decorations, and all decorations must be removed by the end of your allocated session time. Any damage caused by decorations will be charged to you.

3.8 **Number of attendees**

You will be permitted to allow access up to the maximum number of persons that we inform you. Any maximum number of attendees we inform you of is a strict requirement, and no additional persons will be permitted access, due to capacity and fire safety reasons.

3.9 **Completion of the event**

In order to accommodate all of our valued customers, we must adhere to strict session times. You agree that you and all of your guests must exit Ojas Play Café by the end of your scheduled session time. If you or any of your guests remain on the premises after your scheduled end time, you will be charged a fee of £200 for each hour or part thereof. This fee will be automatically applied to the payment method on file for your booking, or invoiced to you.

4. **Privacy**

We handle your personal data in accordance with our privacy policy, available on our website.

5. **Liability**

5.1 Nothing in these Terms limits any Liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) any other Liability which cannot be excluded by law.

5.2 Subject to clause 5.1, but despite anything to the contrary, to the maximum extent permitted by law:

- (a) we are not liable for any business losses. Our facility is for consumer use only;
- (b) we are only responsible for losses that are a foreseeable result of our breach of these Terms;
- (c) our liability will be reduced if your actions or failure to follow our rules contributed to any loss or damage;
- (d) you are responsible for supervising your children and ensuring they follow our safety rules;
- (e) we are not liable for any damage to or loss of personal belongings, including items left in our shoe storage area or coat hooks; and
- (f) we are not responsible for any injury caused by inappropriate use of equipment or failure to follow our safety instructions.

5.3 This clause 5 will survive the termination or expiry of these Terms.

6. **Cancellation**

6.1 **General Admission Bookings**

- (a) We do not offer refunds for general admission bookings.
- (b) You may reschedule your booking once to another available session time if you give at least 2 hours' notice.

6.2 **Party/ Private Hire Bookings**

- (a) The deposit is non-refundable.
- (b) If you cancel more than 2 weeks before your party date, we will refund any additional payments made beyond the deposit.
- (c) If you cancel less than 2 weeks before your party date, no refund will be given for any amounts paid in advance. In exceptional circumstances, we may transfer your deposit to an alternative date at our discretion.

6.3 **Our Right to Cancel**

- (a) We may cancel your booking for any reason with written notice to you, including where we have to close due to circumstances beyond our control (such as a Force Majeure Event).
- (b) We may ask you to leave the premises immediately if:
 - (i) you or your children breach our safety rules; and/or
 - (ii) you or your children behave in an aggressive or inappropriate manner towards our staff or other customers,and in either event, no refund will be given to you.
- (c) If we have to close the facility or cancel your booking due to circumstances beyond our control (such as a Force Majeure Event), we will offer you an alternative session date.
- (d) If we have to close the facility or cancel your booking for reasons within our control, we will offer you an alternative session date or a refund.

6.4 This clause 6 will survive the termination or expiry of these Terms.

7. **General**

- 7.1 **Amendment:** Subject to clauses 2.4 and 2.5, these Terms may only be amended by written instrument executed by the Parties.
- 7.2 **Assignment:** Subject to clauses 15.3 and 15.16, a Party must not assign, novate or deal with the whole or any part of its rights or obligations under these Terms without the prior written consent of the other Party (such consent is not to be unreasonably withheld).
- 7.3 **Assignment of Debt:** You agree that we may assign or transfer any debt owed by you to us, arising under or in connection with these Terms, to a debt collector, debt collection agency, or other third party.
- 7.4 **Contracts (Rights of Third Parties) Act 1999:** Notwithstanding any other provision of these Terms, nothing in these Terms confers or is intended to confer any right to enforce any of its terms on any person who is not a Party to it.
- 7.5 **Disputes:** A Party may not commence court proceedings relating to any dispute arising from, or in connection with, these Terms (**Dispute**) without first meeting a representative of the other Party within 10 Business Days of notifying that other Party of the Dispute. If the Parties cannot resolve the Dispute at that meeting, either Party may refer the Dispute to mediation administered by The Centre for Effective Dispute Resolution.
- 7.6 **Governing Law:** These Terms are governed by the laws of England and Wales. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in England and Wales and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.
- 7.7 **Notices:** Any notice given under these Terms must be in writing addressed to the addresses set out in these Terms, or the relevant address last notified by the recipient to the Parties in accordance with this clause. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.

8. Definitions

In these Terms, unless the context otherwise requires, capitalised terms have the meanings given to them in the Terms, and:

Business Day means a day on which banks are open for general banking business in London, England, excluding Saturdays, Sundays and public or bank holidays.

Force Majeure Event means any event or circumstance which is beyond a Party's reasonable control including but not limited to, acts of God including fire, hurricane, typhoon, earthquake, landslide, tsunami, mudslide or other catastrophic natural disaster, civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of a public enemy, war (whether declared or not) or other like hostilities, ionising radiation, contamination by radioactivity, nuclear, chemical or biological contamination, any widespread illness, quarantine or government sanctioned ordinance or shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic.

Liability means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), misrepresentation, restitution, indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a Party to these Terms or otherwise.

Site means ojasplaycafe.co.uk.

Terms means these terms and conditions and any documents attached to, or referred to in, each of them.

These Terms were last updated on 6 November 2024.