

ABN 15 320 647 766

TERMS AND CONDITIONS

DEPOSITS AND RESERVATIONS

At the time of your reservation you can choose to either pay the full invoice amount or a \$50.00 deposit.

Our products are only deemed as reserved once the deposit is paid using the web-site options of Bank Card or PayPal.

Once an initial payment is received, a notification e-mail will be sent to you acknowledging the payment.

In the case of paying a \$50.00 deposit, the remainder of the fee is to be paid to us upon arrival at your event before any equipment is handed over or erected. This must be paid in cash. Failure to pay correctly will result in termination of your hire and loss of deposit.

By making any payment, you acknowledge that you understand that jumping castles have inherent risks and you have read and agree to these Terms and Condition.

DELIVERY TIMES

We will contact you a minimum of 3 days prior to your event to confirm an estimated delivery time.

As our drivers may have several conflicting scheduled events, we reserve the right to drop off and pick up any equipment 4 hours either side of your event, with possible drop off and pick up times being as early as 7am and as late as 5pm respectively. Of course, we will discuss this with you and if you have only booked for a half-day hire, we will not charge anything for the extra time.

It is our aim to have your products fully erected/supplied or dismantled/removed and all our staff off your premises at a minimum of 30 minutes either side of your scheduled event time. However this may not always be viable or practicable though.



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It is your responsibility to choose the correct position for us to set-up our equipment ensuring the following:

- there is adequate space for access;
- there is adequate room for the equipment;
- that it will not be in the way at any stage of your event;
- there is power available within 20 metres if no generator is available;
- the site is clear of any underground services for "pegs". Some "pegs" may be as long as 400mm. We accept no responsibility or cost for any damages to underground services as a result of contact with stormwater, plumbing, electrical etc.; and
- that you are happy with the position before we leave.

We reserve the right to refuse to set-up if the access is un-safe, in-accessible or dangerous. In this event your hire will be cancelled, your agreement terminated and your deposit forfeited.

UNDER NO CIRCUMSTANCES SHOULD YOU MOVE ANY OF OUR EQUIPMENT. Our equipment may be extremely heavy and serious injury may occur.

We **DO NOT EXPECT OR ALLOW** anyone not employed by us to set-up, move or dismantle any of our equipment, **EVER**. We accept no responsibility for any injury sustained in moving our equipment without our written approval.

CANCELLATION POLICY DUE TO WEATHER

Safety at your event is our number one priority and we do not want you to put your guests at risk. With this in mind, if we deem the weather to be too dangerous we will cancel the hire for that day. We will not provide a monetary refund but will allow you to re-schedule your hire within the next 12 months or on-sell your deposit to a third party who must make a booking within 12 months also.

Weather/conditions that would be deemed too dangerous would include:

- Monsoonal Rain
- Cyclone/ ex-cyclone rain depressions
- Flooding
- Bushfires
- High Wind Conditions

Our equipment is perfectly fine and safe to use in mild weather conditions and no re-scheduling will be available if you cancel due to mild weather/rain.

If there is some adverse weather present, we can provide ground tarps on request to assist in getting from hard surfaces (concrete, etc.) to the equipment and avoid treading in any mud.



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CANCELLATION FOR UNKNOWN REASONS

No refunds will be paid and no re-scheduling options will be made available for any cancellation by you without agreement with us. If you do find yourself in a situation where you do need to cancel though, the earlier we are notified, the more we may be able to help.

CHANGE OF THEME

If you decide to change your theme and the new theme is available, we can change the theme at any time at no cost.

EQUIPMENT BREAKDOWN

We have a stringent maintenance checklist to perform before any equipment is hired out. This ensures that we can provide you with quality, reliable and clean equipment., but things do break from time to time. If this happens at your event please call us immediately. We will attend to the equipment to rectifying or replacing any equipment ASAP. If repair or replacement is not available for some reason, we will provide a full refund and free re-hire in the next 12-month period. Hopefully we can avoid this!!

DAMAGE TO EQUIPMENT

Accidents happen and most likely you're not the first group to use a particular piece of our equipment. If something breaks due to your general use as intended, no action will be taken. Just report it to us and we will take care of it.

If, however, our equipment is found to be damaged due to mis-use or intentionally damaged you will be liable for all costs of repairs or equipment replacement.

DIRTY/SOILED EQUIPMENT

Cake, lollies, kids and jumping!! Not always the best combination! If a child does have a health and hygiene related accident on any of the equipment, please notify us before we pack away and fold up the equipment. We carry sanitising products and a cleaning kit. We will briefly connect to your water/power supply and give the affected area a clean, scrub and dry before it gets stored. We are sure you would appreciate the same courtesy.

SERVICE EXPECTATIONS

If we fail to deliver a level of service you are happy with, please let us know immediately and allow us an opportunity to rectify our faults. We aim to please all our customers and would appreciate any feedback, negative or positive.



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ADULT USE

Adults are strictly not permitted to jump on our jumping castles.

We exclude liability in respect of personal injury or property damage arising directly or indirectly out of or caused by or in connection with the use of by adults, other than in a supervisory role.

SUPERVISION

We DO NOT PROVIDE A SUPERVISION SERVICE.

It is your sole responsibility to ensure all users are supervised at all times by a responsible, attentive and diligent adult. The supervisor shall not be intoxicated or under the effects of drugs.

The supervisor shall not allow any alcohol/drug affected users on our equipment. The supervisor shall not leave any users unattended, no matter how short of a time or the age of the users.

We take no responsibility for any injury, no matter how serious, sustained in the use of our equipment. You accept that the use of such equipment has inherent dangers and is known to cause serious injury including, but not limited to, broken bones, paraplegia etc. and also death.

You accept that it is your responsibility to notify all users of these risks, the Rules of Use as stated below and these Terms and Conditions. You shall also seek confirmation from users, and in the case of children, their parents/guardian, before the event that they have read and understood the Rules of Use and that they are aware of the risks associated in using our equipment. We are more than happy for you to forward on these Terms and Conditions or notify us directly to request a copy of this document to provide to your users.

We take no responsibility if you do not notify users or their parents/guardians of any risks or failing to provide proper supervision.



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RULES OF USE

It is your responsibility to ensure that all reasonable steps are taken to avoid injury or cause damage to the equipment.

Please ensure that the following safety instructions are followed:

- 1. A responsible adult must supervise the users at all times.
- 2. The supervisor is to monitor weather conditions if high winds arise, remove all occupants and switch off the power to the blower/s to avoid the jumping castle becoming airborne.
- 3. No running or jumping or pushing into other people on the equipment.
- 4. No running or jumping into the walls of the equipment.
- 5. No climbing, sitting or hanging on the walls of the equipment.
- 6. No running or jumping from the top of the slide.
- 7. No running/access up the slide. Access is only up the ladder and egress down the slide.
- 8. No backflips or somersaults.
- 9. No bigger/older users on the equipment with smaller/younger users.
- 10. No diving or jumping into or out of the equipment through any openings.
- 11. No jumping, playing, sitting or otherwise causing obstruction on the entrance step of the equipment.
- 12. No shoes on the equipment.
- 13. No sharp or dangerous objects (i.e. jewellery, belts, toys etc.) or pets on the equipment.
- 14. No food, drinks or chewing gum on the equipment.
- 15. No smoking or BBQs near the equipment.
- 16. Users must maintain adequate hydration. The equipment can become quite warm inside and often exceeds external temperatures.
- 17. Do not add water/ slip agents etc. to the equipment.
- 18. No person under the influence of drink or drugs should use, supervise or operate the equipment.
- 19. No adults on the equipment.
- 20. The equipment is intended for use only by children and only under competent supervision.
- 21. Entrance/exits areas must be kept clear of onlookers so that the supervisor has a clear view and can ensure that users enter/exit safely.
- 22. All users must conform to device specific height restrictions on the equipment.
- 23. The allowable occupant weight associated with the equipment is a guide only. It is up to the supervisor's own judgement to monitor the number of users on the equipment at any time.
- 24. No person is allowed on the equipment when it is being inflated or deflated and the device must be deflated when not in use.
- 25. <u>HAVE FUN!!!</u>