



**0483942100**

## **Terms and Conditions of Use**

### **Introduction:**

This is Rental Agreement for Bouncy Castles, Ball Pits, Soft Play and Party Equipment. This document outlines the terms and conditions for renting equipment and bouncy castles from Bay Bouncy Castle Hire (referred to as BBCH) by the client (referred to as the Hirer).

### **Who should be reading this Safety Guide?**

The hirer/supervisor of the equipment, as well as the operator should be reading this information. Please ensure you completely understand this information and the safety pack prior to commencement of use. Any questions, please do not hesitate to contact BBCH with questions.

### **Glossary:**

Device: Any equipment hired out by Bay Bouncy Castle Hire (E.g. Inflatable Bouncy Castle, Soft Play, Ball-Pit, Party Equipment).

Safety Evacuation Procedure Leaflet: Attached at end of this document.

BBCH: Bay Bouncy Castle Hire

Hirer/Supervisor: Client who has hired the equipment, Adult Supervisor (18+) present while equipment is at event.

Operator: BBCH Staff Member present during event hire if arranged.

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## **1. Delivery**

The equipment will be delivered to the street address specified by the Hirer. By hiring the equipment, the Hirer grants BBCH the right to enter the property at the specified delivery address for equipment delivery/pickup at the scheduled times.

If the equipment or bouncy castle is to be set up in a local park, the Customer is responsible for obtaining necessary approval and permits from the local government authority. Written approval and any special conditions must be provided to BBCH.

## **2. Payment**

To secure the equipment and dates, a deposit of at least 50% will be required from the Customer at the time of booking with full booking fees due 5 days before the date of the event.

If the hire is cancelled by the Customer more than 48 hours before the scheduled date, the hirer may apply for a refund minus a \$25 admin fee. Cancellations made within 48 hours of the scheduled date will not be eligible for a refund. Reschedule of date within 12 months is possible, subject to availability of equipment on new date, please contact BBCH to discuss further.

A refundable security deposit of \$100 is required for all Bouncy Castle and Equipment Hire at the time of booking. This deposit is held to cover any potential damage, excessive cleaning, loss of equipment, or breach of hire terms.

The security deposit will be refunded within 5 business days after the hire period, provided the following conditions are met:

- The hired equipment and all accessories are returned in the same condition as received.
- No damage, stains, or excessive cleaning is required.
- All items are returned on time and as per the agreed hire terms.
- No violation of the hire agreement has occurred.

If any deductions are necessary, the hirer will be notified in writing, and an itemised breakdown of costs will be provided.

## **3. Hire Times**

Equipment setup is typically done during daylight hours for easy setup. The standard hire time for Bouncy Castles and Ball Pits is 10 hours\*\*.

The Cloud Bouncy Castle, Soft Play Equipment and Accessory Hire are 4-hour hire with extension subject to availability and request at time of booking.

\*\*Subject to bouncy castle type.

## **4. Transportation Expense**

Delivery and pick up is free 10km from Pialba, a \$50 delivery fee is applied if the venue is between 10km-20km and a \$100 charge is applied if the delivery is between 20km-30km from Islander Rd, Pialba, further distances can be negotiated.

## 5. General Use Rules

*A sign of rules must be erected at time of delivery. Bouncy Castles have Rules displayed on front.*

### **Inflatable Bouncy Castle**

- Users must not climb or hang on walls.
- All users must remove footwear [except socks] and any other hard, sharp or dangerous objects [such as buckles, pens, purses, badges, non-essential glasses etc].
- Users must not consume food or drink or chew gum on the device.
- No Face paint, slime, pens or markers
- Users must not obstruct the entrance or exit of any inflatable device. Do not allow anyone to play on the step or front apron of a bouncy castle.
- Hirer must keep users off the device when its being inflated or deflated and deflate the device when not in use.
- Users must not conduct flips/somersaults
- Mandatory supervision by parent, guardian and/or attendants aged 18 and over for all inflatables is required. The safety of children and adults depends on the Customer's personal supervision. As the Customer of Bay Bouncy Castle Hire, you are responsible for ensuring the safety of all users.
- Inflatable must stay dry at all times, no water to be used on or near inflatable device.
- Riders must not exceed the height or weight restrictions listed on the safety sheet provided for individual rides.
- All inflatables have a manufactures safety plaque on the front or side of the unit. These rules must be followed at all times.
- No Riders with any current or pre-existing injuries permitted on the castle at any time. No riders with any severe physical or mental impairments allowed on the ride if it limits their ability to use the hire equipment safely or endangers other riders.
- The equipment or bouncy castle must not be moved from its designated placement. If the bouncy castle moves, please inform your local operator for instructions.
- Hirer understands operator will contact the hirer in the following circumstances and agrees to follow directions regarding deflating Inflatable Device.
- If conditions change and a local wind speed reading is needed from the hirer using the portable anemometer
- If severe weather conditions are forecasted / are expected to reach the thresholds in the weather management plan
- To instruct them to cease using the device and enact isolation / securing procedures.
- To verify changes in weather conditions and requirements before the device can be used again
- Hirer agrees to ensure the supplied anemometer is consistently monitored.
- Hirer agrees to ensure mobile phone is monitored to receive text messages from Safety Platform/application with instructions.

### **Ball Pit & Soft Play Equipment**

- NO food or drink to be consumed on play equipment.
- NO Shoes (socks ok)
- No Face paint, slime, pens or markers
- Children to be supervised by responsible adult at all times; children under 2 need a hands on supervisor at all times.
- Equipment to be used for intended purpose ONLY.
- 0-6years recommended age.
- Keep the balls in the pit!
- Safely exit the play area when instructed

- Be kind and respectful to other people in the playpen.
- DO NOT throw balls at people
- The safety of children and adults depends on the Customer's personal supervision. As the Client of Bay Bouncy Castle Hire, you are responsible for ensuring the safety of all users.

## **6. Special Instructions**

Our provided equipment is reliable and regularly tested. If the bouncy castle starts to deflate, evacuate all individuals from the castle immediately following the Emergency Safety Procedure. BBCH will direct you to check the following:

- Check the power supply, power cords, and safety switches if the motor has stopped working.
- Verify the on/off button on the blower.
- Ensure that the tubes coming out of the castle are securely attached to the blower or closed off if not in use.

If inflation does not resume after checking these factors, re-contact Bay Bouncy Castle Hire immediately and do not attempt to fix further.

## **7. Safe Operation Acknowledgement**

By renting the equipment/castle, the Customer acknowledges that they have received instructions and fully understand the safe operation of the equipment. Customers agree to comply with all safety precautions provided by the local Bay Bouncy Castle Hire business owner.

The Customer also guarantees the safe return of the equipment/castle in the same condition it was delivered. Any necessary repair work or replacement of hire items will be the Customer's responsibility if the equipment is not returned in the same condition.

Only power cords provided by Bay Bouncy Castle Hire should be used with the hired equipment or bouncy castle. These cords are tested, tagged quarterly, and inspected for every hire. If a power cord becomes frayed or damaged during the hire, disconnect the bouncy castle or equipment immediately and contact Bay Bouncy Castle Hire.

## **8. Maintenance**

The Customer agrees to keep the equipment/castle in the same condition as when it was received. The Customer will be responsible for any damage caused to the equipment/castle during the hire, except for normal wear and tear.

## **9. Alterations and Attachments**

No alterations should be made to the equipment/castle without prior written approval from Bay Bouncy Castle Hire.

## **10. Title To**

The Customer agrees to keep the equipment/castle in their custody and not sublease, rent, sell, remove from the delivery address, or transfer the equipment/castle. The equipment/castle will remain the property of Bay Bouncy Castle Hire and may be removed by BBCH at any time after the termination of the hire agreement.

## **11. Release of Liability**

The Customer assumes full responsibility for the operation and return of the equipment/castle in good working order. BBCH, its officers, and employees are not liable for any injuries sustained by the Customer or any other person using the equipment/castle. The Customer agrees to hold Bay Bouncy Castle Hire, its officers, and

employees free and harmless from any injury or claim.

The Customer shall indemnify Bay Bouncy Castle Hire, its officers, and employees against any costs incurred due to claims or legal action arising from the use and return of the equipment/castle, including attorney's fees and related costs.

## **12. Entire Agreement**

This Rental Agreement constitutes the complete agreement between the Customer and Bay Bouncy Castle Hire. The Customer acknowledges receipt of the equipment/castle in good working order and repair.

## **13. Adverse Weather and Rain Policy**

Bay Bouncy Castle Hire has an extensive Weather Management Plan. During severe weather conditions such as strong winds or heavy rain, Bay Bouncy Castle Hire reserves the right to cancel your reservation, with a refund minus a \$25 admin fee. BBCH tracks the weather with an online platform and contacts clients when predicted weather exceeds safety limits. If the conditions are not severe (such as small chance of rain predicted), you may have the option to proceed with the booking, but no refunds will be provided if the booking is later ceased due to adverse weather and you had chosen to continue hire at that point.

## **14. Safety Guide and Emergency Procedure**

Please review the document Emergency Procedure Guide accompanying this document. It is important that you completely understand this guide.