

# **Terms & Conditions:**

## **1. Parties:**

- a. **“Supplier”** means Smojo Distributions (Pty) Ltd T/A Bubble and Bounce goods, its representatives or associates
- b. **“Hirer”** means the party who arranges the hiring of the goods, takes delivery or pays for the goods.
- c. **“Self collect” or “Self collection”** means the Hirer arranges transport of the goods.
- d. **“Delivery”** means the transportation of the goods to the Hirer is arranged by the Supplier

## **2. Persons under the age of 18**

- a. The Supplier will not knowingly transact with persons under the age of 18. All Terms and Conditions are applicable to all parties and the Hirer acknowledges that they are 18 years or older.

## **3. CONFIRMATION OF ORDER/BOOKING AND PAYMENT:**

- a. In order to confirm an order/booking, full payment is required.
- b. Bookings will be cancelled WITHOUT NOTICE after 24 hours if no proof of payment (POP) has been received.
- c. If paid by credit card no proof of payment is required. Proof of payment is required for all other payment methods
- d. The Hirer will receive a confirmation email confirming the booking is accepted. If no such email has been received then the booking is not confirmed.
- e. Provide all correct contact details, address and party times when making the booking.
- f. Late return of goods will be invoiced to the Hirer at the daily rate, per day until the goods are returned

## **4. HIRER RESPONSIBILITY:**

### **5. The onus rests on the Hirer as follows:**

- a. The Hirer assumes full responsibility for all rented items, including their safe and proper use, operation, and return to us.
- b. The Hirer agrees to indemnify and holds the Supplier harmless from any claims from Hirers use or misuse, including any third parties for loss, injury, and damage to persons or property arising out of the Hirers negligence or operation including legal or costs incurred in defence of such claims.
- c. We may, in our sole discretion, change this agreement or any part thereof at any time without notice. To read all Terms and Conditions, FAQs and other policies. Receipt of payment is acceptance of Terms and Conditions and all other policies and rules.
- d. All goods to be used at own risk.
- e. The Hirer assumes full responsibility for all hired items, including the safe and proper use, operation, and return

- f. The Hirer is liable for any damage/theft of the goods between and at the time of delivery/collection and return of the goods
- g. The Hirer acknowledges the possibility of death and injury and persons 18 years or older who are legally of sound mind and are able bodied, will supervise the use of the goods and goods at all times. If supervision cannot be provided:
  - i. blower should be switched off and stored out of reach of children
  - ii. The goods itself should be folded and stored indoors outside the reach of children.
- h. To inform all goods users of the terms and conditions

## **6. LOCATION OF USE**

- a. No refund is due to the Hirer should the location not be suitable for the goods
- b. No goods are allowed on a public road or spaces without the permits from the council or governing bodies. The booking will be cancelled at delivery and no refund will be processed.
- c. Check that the size of the goods will fit at the location
- d. Check access points of the property with the goods dimensions given on the website/social media page before booking
- e. The Hirer is responsible for ensuring a suitable FLAT grass area for goods, away from buildings, trees, walls, sharp objects, fires and palisades. goods / fun items require a relatively flat area, away from sticks, rocks, sharp objects, fire, braai's, buildings. Do not place under low roofs or trees, which could accidentally puncture or damage the fun item (This includes stones/ sharp items on the ground underneath the unit, or walls next to the goods)
- f. Goods can be setup on concrete and paving surfaces however secured pole or fence to tie down ropes is required
- g. Bubble tents must be setup on grass or a smooth tiled surface
- h. Do not set up nearby fire, braai's, and no smoking is allowed on or near the goods.

## **7. USE OF GOODS**

- a. To make sure that all ropes and pegs stay secure as the use of the goods might loosen it. Re-tie or re-peg if necessary.
- b. To make sure that all the guests are using the goods responsibly.
- c. Keep ALL pets away from our goods and ensure that animal feces is cleared from the area prior to setup
- d. KEEP BLOWER FANS DRY AT ALL TIMES.
- e. ONLY goods THAT ARE SPECIFICALLY NOTED AS WET OR WATER goods MAY GET WET.
- f. No shoes, jewellery and sharp objects on the goods.
- g. No hot objects are allowed in or near any of the goods.
- h. No Gum, No Face Paint, No Sweets, Food or Drinks are allowed inside any goods.
- i. Do not play on the goods whilst it is being inflated or deflated.

- j. Monitor the goods closely when inflating or deflating to ensure that all persons are at a safe distance
- k. Jumping castles must be DEFLATED DURING HEAVY WINDS ( 25kmph) to prevent danger to persons and damage to goods. Please secure the goods with ropes
- l. The onus of safe use of goods lies with the Hirer of the goods.
- m. Remember goods are not suitable for rough play!
- n. Do not overload any goods. Weight per item 100 kg. That is between 5 – 8 children depending on the weight and size of the children. The maximum user capacity should never be exceeded.
- o. Users in the goods should be grouped according to age and size ensure
- p. Users should not sit or lie down while others are bouncing around them, as a jumping user could fall down on top of a sitting or lying user.
- q. All goods are physically challenging. Any person with health impairment, disease, high blood pressure, back, neck or other bone/joint problems, pregnant woman or any other conditions that might cause problems when physically challenged should not be allowed in any of our goods may not use the goods
- r. Do not use the goods during rain. The jumping surface is very slippery when wet and can cause serious injury. The blower must be stored in a dry area and must be switched off. Fold the goods to keep them dry so that they can be used when the rain stops. Dry the surface before use.

**8. DAMAGE:**

- a. The onus is on the Hirer to prove that the goods were damaged upon delivery by producing photographic or video evidence that is date and time stamped at time of delivery.
- b. Damage to goods or motor while in possession of the hirer will be payable by the hirer unless mutually agreed upon in writing by both parties.
- c. The Hirer will be liable for any damage/theft of the goods whilst in their care. All damages incurred to any hired goods, between the time of delivery and time of return, will be payable by the hirer unless mutually agreed upon in writing by both parties. IN THE EVENT OF THE FOLLOWING THE HIRER AGREES TO COMPENSATE THE SUPPLIERS.
  - i. Cost of repair and/or replacement of goods for loss or damage caused intentionally, recklessly, and/or negligently whilst the goods is under hire to the hirer
  - ii. Cost of replacement of lost or stolen goods
  - iii. Loss of income incurred whilst the goods are not usable as a result of damages or loss.
  - iv. Cost incurred – legal or otherwise – in the pursuance of any claim, however arising, which the supplier may have against the hirer.

## **9. DELIVERY:**

- a. Delivery by arrangement only.
- b. To be at the given delivery address to accept the goods as per the agreed delivery and collection times between the Hirer and Supplier.
- c. Upon delivery, the Hirer has to check that he/she has received all hired goods in good working condition. It will be required that the person receiving the goods will have to check that all goods were received in good working condition. If not, please do not use the goods and report it to the supplier immediately.
- d. All goods will be delivered to the Hirer or collected by the Hirer, on the day of the function; on an agreed time between Supplier and the Hirer.
- e. Should the Hirer not be at the delivery address at the agreed time, no delivery will take place and no refund will be processed.
- f. Due to health and safety reasons, no goods will be pushed up and over any walls and stairs, carried through narrow areas.
- g. The Hirer ensures that entry during delivery will be unobstructed and safe and at least 2 meters wide. Should it not be possible to safely and easily deliver the goods, or the hirer is not at the delivery address, delivery will be cancelled and no refund is due to the Hirer.
- h. Delivery or narrow passageways, stairs and walls; we have instructed them to go to the next house and not leave the castle at the premises. No refunds will be made in such a case and the hirer agrees to pay the full amount

## **10. COLLECTION/RETURN OF GOODS**

- a. All hired items will be collected by the supplier or delivered by the Hirer, on the same day at the agreed time between the supplier and Hirer.
- b. A copy of I.D of the Hirer who booked the jumping castle is required upon Self collection or delivery.
- c. If the Hirer refuses to return rented items, the Hirer agrees that the supplier may take all reasonable actions necessary to recover rented items without prior notice or legal process.
- d. The supplier will not be held responsible for any associated rental, stall fees, entry fees or any other such expenses that might be incurred as a result of the hire of goods.
- e. Next day collections on arrangement only and only if the unit is available.
- f. If the Hirer refuses to return rented items, the Hirer agrees that the supplier may take all reasonable actions necessary to recover rented items without prior notice or legal process.

## **11. COLLECTION BY HIRER:**

- a. Not all goods may be collected by the Hirer.
- b. Collections take place strictly by arrangement only.
- c. The goods must be returned on the date agreed, in a CLEAN WORKING condition.

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**12. CANCELLATION AND REFUNDS POLICY:**

- a. Cancellations will be communicated in writing, by either party to the email address provided upon booking
- b. No refunds will be processed if cancellation is received on or within 7 days of delivery
- c. Refunds will be processed if cancellation is done more than 7 days from the delivery date
- d. Cancellation for the reason of RAIN will be permitted within 3 days of delivery however a refund will not be processed. The Hirer can arrange the goods for future delivery dates.
- e. All EFT refunds incur a R10.00 (Ten Rand) cancellation fee. All credit card refunds incur a R50 (Fifty Rand) cancellation fee. This amount will be deducted from the amount that will be refunded to the Hirer.

**13. ELECTRICITY AND SERVICE INTERRUPTIONS:**

- a. Power, plug points and extension cables are the responsibility of the Hirer.
- b. Please note that each blower needs its own plug point. Take note, goods may not share a plug point.
- c. Please note that the use of generators to power the blowers is not permitted as generators do not provide a steady flow of electricity. Inconsistent electricity to the blower will cause damage. Should a blower be returned damaged, the hirer will replace the blower within 7 days, with the onus of proof regarding the cause of the damage lying with the hirer.
- d. The Supplier can not be held liable for service interruptions, as an example loadshedding

**14. CREDIT CARD ACQUIRING AND SECURITY**

- a. The Supplier may change the credit card processing supplier from time to time. The Hirer can request which credit card processing supplier is in use to confirm encryption and security prior to processing the credit card transaction.

**15. PRIVACY POLICY:**

- a. The Supplier shall take all reasonable steps to protect the personal information of Hirers. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000(PAIA). The PAIA may be downloaded from [http://www.polity.org.za/attachment.php?aa\\_id=3569](http://www.polity.org.za/attachment.php?aa_id=3569)
- b. Please read the separate Privacy Policy

**16. MERCHANT OUTLET COUNTRY AND TRANSACTION CURRENCY:**

- a. The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction currency is South African Rand (ZAR)

Hirer agrees to pay all reasonable attorney fees and court costs incurred by the supplier of the goods in enforcing these terms and conditions. By using our website/ social media accounts to browse/book and by doing business with Bubble and Bounce, you, the Hirer, agree to the terms and conditions as stated above.

We deeply value the cooperation of our Hirers and above all else, wish you a magical day!