



## Hire Terms & Conditions

Listed below are all the terms & conditions of hire for all Jumping Castles provided by ELITE Event Hire. You as the hirer will be held responsible for all hired items, supervision & safety of patrons from when we drop off until collected by ELITE Event Hire staff.

ELITE Event Hire will deliver the Jumping Castle, plug-in blowers via extension leads, peg down or weigh down with sandbags & erect the Jumping Castle, we will then provide full instructions to the hirer.

Read all terms & conditions carefully and sign at the bottom of the page to acknowledge & accept these terms & conditions.

## Weather Conditions

- In the event of severe weather conditions we reserve the right to cancel bookings. The 25% deposit is non-refundable. The remainder of the invoice will be refunded, or the hirer may elect to reschedule the booking.
- If the conditions are considered suitable by ELITE Event Hire the hirer will be given the option of keeping the booking or not, if the hirer decides to keep the booking and severe weather conditions occur during the time frame a refund will not be given.
- In the event of wind conditions becoming gusty (over 25km/hr), the supervisor will need to order evacuation of the Jumping Castles immediately & switch off the blowers until deemed safe to re-inflate.
- In the event of ANY rain occurring during the hire period, for safety reasons the supervisor needs to order evacuation of the Jumping Castle, the blowers switched off & moved to a dry place (blowers are not waterproof). When deemed safe to re-use, switch blowers back on & towel dry any remaining wetness before allowing children back on the Jumping Castle.
- During hot weather the temperature of the PVC material should be checked including closer to the blowers to ensure children are not exposed to potential burns to the skin.

## Inspections During Operation

A second person will be required to walk around the Jumping Castle periodically (ensure there is still a supervisor of children remaining at the front with a head count agreed upon) for the checking of:

- Anchors/pegs are secure & haven't loosened/been removed from the ground.
- Any electrical leads joined still have a cover over to protect from disconnection.
- No damage to inflatable walls/stitching has occurred.

## Conditions of Operation

- A responsible attendant aged 16+ must supervise children at all times whilst on the inflatable.
- Do not allow anyone to be on the inflatable whilst inflating/deflating.
- Entrances & exits are kept clear of on-lookers so a clear view of users is maintained by attendant.
- Children are not allowed to climb, sit or hang off/on the inflatable walls.
- Do not allow users to obstruct or play on the entrance/exit step. The safety step is to assist users getting on & off safely.
- Ensure the inflatable is not overcrowded. Stick to the recommended maximum number of users instructed/displayed on the inflatable.
- All shoes, badges, sharp objects in pockets & jewellery should be removed.
- No food or drinks are to be consumed or taken onto the inflatable.
- No party items (eg, face paint, silly string) that can cause mess, stains or damage are to be taken on the inflatable. The hirer will be liable for any cleaning and/or repairs.
- No smoking, fires or barbecues to be used near the inflatable.
- No pets/animals to be taken on the inflatable.
- It is advisable to ensure that no one with a history of back or neck problems use the inflatable.
- Do not spray any water/liquid near the inflatable & especially near the electric blower.
- Never switch the inflatable on or off whilst it is in use. If the inflatable fails evacuate immediately to avoid injury.
- Patrons should be monitored so only those of similar size & weight are on the inflatable at the same time. This will reduce the risk of injury to smaller patrons.
- Somersaults, flips or tackling other patrons should not be permitted.

## Emergency

- In the event of an emergency instruct all users to evacuate the inflatable in an orderly fashion.

- If inflatable deflates with users on it, a responsible adult should enter and retrieve users while another is waiting outside keeping the entry/exit clear.
- Once all users are accounted for isolate the power and keep bystanders clear of inflatable & electrical components.
- Call emergency services and await further instructions.

## **Disclaimer**

All persons using equipment supplied by ELITE Event Hire do so at their own risk. The person/s, group or organisation hiring equipment supplied by ELITE Event Hire will be responsible/liable for any damage or injury occurring from or as a result of misuse, neglect or reckless use of equipment hired.

The guidelines above are for the safety of all people using the equipment and it is the sole responsibility of the hirer to ensure they are fully adhered to at all times. You are required to sign the terms and conditions and disclaimer prior to/on delivery. Failure to do so will automatically result in cancellation of equipment hire.

By signing this, I agree that I am entering a contract confirming that I am responsible for any loss or damage to equipment or injury as a result of misuse, neglect or reckless use of equipment hired that may occur during the period of hire and that I will follow the above conditions.

## **Damage, Loss and Cleaning**

The hirer accepts full responsibility for any loss of, or damage to, the equipment occurring during the hire period, other than fair wear and tear. The hirer agrees to pay on demand the cost of repair or replacement of the equipment as determined by ELITE Event Hire. Additional charges may also apply for cleaning if the equipment is returned in a soiled or stained condition, with a minimum cleaning fee of \$100.

## **Delivery and Setup**

The hirer must ensure that ELITE Event Hire has safe and adequate access to the site for delivery and collection of the equipment, including clear access for vehicles. The hirer must also ensure that the site is level, free from sharp objects, animal waste or other hazards, and that a safe and reliable power supply is available within a maximum distance of 50 metres of the equipment location. ELITE Event Hire reserves the right to refuse setup if the site is unsuitable or unsafe, in which case the hirer remains liable for the hire fee.

## **Insurance**

ELITE Event Hire maintains \$20 million public liability insurance. For dry hire bookings, the hirer acknowledges that this insurance does not extend to cover the hirer or users of the equipment. Responsibility for safe operation and supervision remains solely with the hirer, and it is the hirer's responsibility to obtain any additional insurance they consider necessary.

## **Indemnity**

To the maximum extent permitted by law, the hirer agrees to indemnify, defend and hold harmless ELITE Event Hire, its directors, employees and agents from and against all claims, demands, actions, damages, losses, liabilities, costs and expenses (including legal fees) arising out of or in connection with the use, operation or possession of the equipment during the hire period, except to the extent caused by the proven negligence of ELITE Event Hire.

## **Australian Consumer Law**

Nothing in this agreement is intended to exclude, restrict or modify any guarantee, condition, warranty, right or remedy implied by the Australian Consumer Law (ACL) or any other applicable legislation which cannot lawfully be excluded or limited. To the extent permitted by law, ELITE Event Hire's liability for a breach of a non-excludable guarantee is limited, at ELITE Event Hire's option, to the resupply of the hire services or the cost of having the services supplied again.

## **Governing Law**

This agreement is governed by the laws of New South Wales. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and the Commonwealth of Australia.



## Acknowledgement & Signature

I have received the safety instructions and agree to the terms and conditions.

Customer Name:

Date/Time:

Address:

Signature

*Click in the box to type, or use Fill & Sign → Draw Signature to draw a signature.*