

KALEIDO KIDS – SOFT PLAY HIRE TERMS AND CONDITIONS

Business Name: Kaleido Kids

Location: South Australia

Contact: 0459 485 174, hello@kaleidokids.com.au

These Terms and Conditions form the entire agreement between Kaleido Kids (“the Owner”) and the Hirer (“the Customer”) for the hire of soft play equipment. By paying the invoice, signing the agreement, or confirming a booking, the Customer acknowledges that they have read, understood, and agree to be bound by the following terms.

1. BOOKINGS, PAYMENTS & SECURITY BOND

1.1. A security bond is required for all hires and will be refunded after the event, subject to all equipment being returned in its original, clean, and undamaged condition. If any items are damaged, missing, or require repair or replacement, the cost will be deducted from your bond. If the damage exceeds the bond amount, you will be responsible for covering the remaining cost. Decisions regarding repair or replacement are at our discretion.

1.2. The full hire fee must be paid no later than seven (7) days prior to the event date. Failure to make payment in full by this time may result in cancellation of the booking and forfeiture of any bond or partial payment.

1.3. If the Customer cancels within seven (7) days of the event date, the security bond will be forfeited.

1.4. Prices quoted are valid for the date specified and may be subject to change for future bookings.

2. DELIVERY & SET-UP

2.1. The Owner will set up the equipment in the designated area as agreed. The Customer must ensure that there is clear and safe access for delivery staff and suitable space for the equipment. Additional fees may apply if delivery or collection involves difficult access such as stairs, steep areas, lifts, or long walking distances.

2.2. Delivery and collection times will be agreed in advance. Our team requires at least one hour before your event start time to unload and install the hire items. We also ask that you allow one hour after your event for our team to return and pack everything down. Additional fees may apply for delays, waiting time, or late returns.

2.3. Once installed, equipment must not be moved without prior consent from Kaleido Kids. Please ensure your event space is clean, clear, and ready for setup.

2.4 Upon delivery, it is your responsibility to check that all hire items are complete, clean, and in good working order. If you are not present at delivery, we can provide photos of the setup and items for your confirmation.

3. HIRE PERIOD

3.1. The hire period commences upon delivery and ends at the agreed collection or return time.

4. SUPERVISION, AGE & SAFETY

4.1. Equipment is intended for use by babies only.

4.2. Adult supervision must be provided at all times. The Customer is solely responsible for monitoring the safe use of all equipment.

4.3. Safety Rules:

- No shoes, food, drinks, paint, glitter, glue, or sharp objects on or near the equipment.
- No rough play, somersaults, climbing on walls, or unsafe use.
- Equipment must be kept under cover if used outdoors. Exposure to sun, wind, or rain
- may result in damage and forfeiture of the security bond.

4.4. The Customer must ensure that the play area is free from hazards such as rocks, uneven surfaces, pet waste, or debris.

5. DAMAGE, LOSS & CLEANING

5.1. The Customer is responsible for any loss, theft, damage, defacement, or excessive cleaning required upon return.

5.2. Any missing or damaged items will result in forfeiture of the security bond and may incur additional replacement or repair fees determined at Kaleido Kids' discretion.

5.3. Equipment must be returned clean, dry, and in the same condition as delivered. Cleaning charges may apply for equipment returned soiled or damp.

6. WEATHER CONDITIONS

6.1. For outdoor events, the Customer must ensure the equipment is placed under adequate cover (e.g., marquee, patio, or indoor area).

6.2. In the event of rain, high winds, or unsafe weather conditions, Kaleido Kids reserves the right to cancel or postpone the booking for safety reasons.

6.3. If the Customer chooses to proceed with the hire despite adverse conditions, they accept full liability for any resulting damage. The Customer will be liable for all repair costs.

7. LIABILITY & INDEMNITY

7.1. Kaleido Kids holds public liability insurance; however, the Customer remains fully responsible for supervision, safety, and conduct of all users during the hire period.

7.2. Kaleido Kids accepts no liability for any injury, loss, or damage arising from misuse, neglect, or failure to follow safety rules.

7.3. The Customer agrees to indemnify and hold harmless Kaleido Kids, its employees, and contractors from all claims, actions, damages, or expenses arising from the use of the hired equipment.

8. PHOTOS, SOCIAL MEDIA & PRIVACY

8.1. By providing or sharing photos with Kaleido Kids, the Customer grants permission for the images to be used in marketing materials and social media posts.

8.2. If the Customer prefers their images not to be used publicly, written notice must be

provided prior to the event.

8.3. Kaleido Kids will handle all personal information in accordance with Australian privacy laws.

9. FEEDBACK & ONLINE CONDUCT

9.1. Kaleido Kids encourages all customers to provide feedback directly to the business in a respectful manner to allow resolution of any concerns.

9.2. The Customer agrees not to post defamatory or misleading comments online regarding Kaleido Kids. All concerns should be addressed privately to allow for resolution.

10. HEALTH, SAFETY & ILLNESS POLICY

10.1. The Customer must ensure that no child or adult using the equipment is unwell, injured, or exhibiting symptoms of illness (including contagious conditions).

10.2. Kaleido Kids reserves the right to refuse delivery or cancel a booking if the environment is deemed unsafe, unsanitary, or unsuitable for the equipment.

11. TERMINATION OF HIRE

11.1. Kaleido Kids reserves the right to terminate or refuse hire if:

- The Customer breaches any of these Terms and Conditions.
- The venue or environment is unsafe, unsuitable, or unsanitary.
- Payment has not been received in full prior to the event.

11.2. No refunds will be issued if hire is terminated due to customer misconduct, unsafe conditions, or breach of agreement.

12. OWNERSHIP OF HIRE ITEMS

12.1. All hire items always remain the property of our business. You do not gain any ownership or legal rights to the equipment at any time. You are considered a Bailee of the items from the moment they are delivered until they are collected as per the agreed collection schedule.

13. COPYRIGHT

13.1. All written content, images, branding, and product designs on this website are the exclusive property of our business. No part of our material may be copied, reproduced, or used in any form without our written permission. Unauthorised use of our content is considered a breach of copyright and may result in legal action.

14. GOVERNING LAW

This agreement is governed by the laws of South Australia, and any disputes shall be handled within the jurisdiction of South Australian courts.

15. AGREEMENT

By agreeing, the Customer acknowledges that they have read and understood the Terms and

Conditions and accept full responsibility for the safe use and supervision of the equipment during the hire period.