

CONDITIONS OF HIRE

1. DEFINITIONS

“**Employer**” means the person, firm or corporation hiring the Equipment from the Owner and any officer employed or agent of the Employer who signs this or any other document on the employer’s behalf may be taken by the Owner as having full authority to sign on the Owners behalf.

“**Equipment**” means the Equipment described over leaf including all tools, accessories and spare parts supplied therewith which the Owner agrees to hire to the Employer.

“**Bouncy**” means the inflatable Jumping Castle, Slide, Moving Mouth, Fun Factory, Jump & Slide or anything inflatable supplied as part of the Equipment defined above which the Owner agrees to hire to the Employer.

“**User**” means any person using the Bouncy.

“**Owner**” means MDJ Castles and/or its managers or owners.

2. PERIOD OF HIRE

- The maximum period of hire shall be as specified more particularly on invoice.
- Notwithstanding any other condition of this agreement and without prejudice to any other remedies the Owner may have against the Employer, the Owner may terminate the agreement:
 - at any time without notice;
 - where the Employer is subject to any winding up petition or order, appointment of receiver official management, assignment, arrangement, or compromise for the benefit of creditors, an act of bankruptcy any action laden or threaten to be taken to place the Employer in bankruptcy, a judgement which is unsatisfied or partly unsatisfied, as a sequestration order, a writ or execution or where the Employer ceases to carry on business, without notice;
 - where the Employer breaches this agreement, without notice;
 - where the Employer fails to pay his account by the relevant date specified in the invoice or verbally agreed or where the employer’s payment by cheque is not honoured, without notice.

Upon termination of this agreement the Owner shall be entitled to take possession of the Equipment without notice for which purpose the Employer hereby authorises the Owner, its servants and agents to enter upon any land or premises of the Employer or under his control upon which the Equipment is situated at the time of termination to search such premises and to remove the Equipment there from.

- The period of hire shall commence from the time the Equipment is delivered and erected at the employer’s premises or place of hire or as agreed between the Employer and the Owner and shall expire at the time and date agreed between the Employer and the Owner, or when the Owner returns to collect the Equipment, whichever is the greatest.
- If the Employer fails to enable the Owner to collect the Equipment for any reason at the time and date agreed between the Employer and the Owner then the Employer shall incur an extra charge for each hour or part thereof until the Equipment is collected.

3. RATE OF HIRE

- The hire rate is the rate agreed between the Employer and the Owner more specifically defined on invoice
- All government charges, rates and duties (including stamp duty) incurred on hiring arrangements shall be included in the hire rate.
- The Owner reserves the right at any time and without notice to revise the hire rate charges quoted, invoiced or advertised.
- A deposit for a hire must be received within 3 days of a booking or by Tuesday prior to the booking, whichever is the lesser.
- The outstanding money must be paid to the installer in CASH on delivery of the bouncy.
- A mobile EFTPOS charge of \$5 will be added to any payment where a credit card is taken on delivery of the rental equipment.
- Any security monies placed as deposit by the Employer shall be refunded provided that the Equipment is returned in good working condition and repair and all points on the “Unsupervised Hire” form is adhered to, and as more specifically defined in these conditions.
- The owner provides to the employer FREE theme panels where requested before delivery & where available. The Hire price is only for the inflatable.
- Any insurance in place for the rental is not valid if the total hire has not been paid for, in full before the equipment is installed.

3a. CANCELLATIONS

- In the event that the Employer cancels the inflatable hire within 7days of the set date, no refund of deposit will be made. **NO** postponements within these 7 days.
- In the event the Employer cancels an inflatable hire, giving more than 7days notice (subject to clause 3a (c)), 50% of the deposit shall be withheld by the Owner or the Employer can transfer the full deposit to another inflatable hire not exceeding 365 days from the party date.

- In the event the Employer cancels an inflatable hire, giving more than 2 months notice prior to the function date, a full refund shall be given.
- In the event of rain the inflatable is supplied with a tailor made or built-in rain cover allowing full operation. If the weather is so severe making the operation of the bouncy unsafe you will be notified by MDJ Castles.
- In the event that the inflatable has been delivered, but not necessarily erected, no monies shall be refunded after this time.

4. BREAKDOWNS

Where the Employer notifies the Owner of a breakdown occurring that renders the Equipment unusable or part thereof, hire charges shall not be payable during such times, or at the owners discretion extra time in lieu will be made, provided that the unusable condition of the Equipment is not attributable wholly or partly to the employer’s negligence, misuse or breach of contract.

5. CONDITIONS OF HIRING AND INSPECTION PRIVILEGE

- The Employer accepts and hires the Equipment on an “as is” basis. Employer acknowledges receipt of all of the Equipment in good working condition and repair any declares that Employer fully understands its prior operation and use. Employer acknowledges and declares that Employer has examined the Equipment together with all devices and materials used to connect the Equipment to the employer’s power supply, if any, and Employer declares that he has received all of such Equipment in a secure and operative condition. Employer agrees that when the Equipment is collected at the expiration of the due time it is in as good condition as when received by Employer ordinary wear and tear excepted. “Ordinary wear and tear” shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use on a one period hire basis. Employer agrees not to tamper, pull apart or modify any of the equipment for any reason unless express permission has been given by the owner. Employer agrees to pay immediately all charges and costs incurred.
- The Employer accepts full responsibility for the supervision of the Users whilst the Equipment is on hire to the Employer.
- The Employer hereby agrees to comply and accepts responsibility for the carrying out of the safety rules and regulations set out below but not excluding any other rules, regulations or conditions that may apply to the safety of the Users or Employer of the Equipment.
 - No more than 8 Users to be allowed on the Bouncy (4 x 4m) or 12 Users on (5 x 5m) at any one time.
 - No Users over the age of 8 years to be allowed on the Bouncy (4m x 4m) or over 12 years on the (5m x 5m).
 - No footwear or spectacles to be worn by the Users on the Bouncy.
 - No sharp objects, toys, food, drinks or any other article that could cause damage to the Bouncy or the Equipment or the User to be used on or around the aforementioned Bouncy or Equipment.
 - Strictly no adults allowed on the Bouncy.
 - Kids should climb up the rope ladders 1 to 2 at a time and no more than 5 on the top landing (if fitted). They should slide feet first with up to 3 at a time.
- The owner reserves the right to refuse hire on the day, if an unfavourable situation could cause damage or negligence to the bouncy and/or its users.
- The owner will provide the inflatable stated or invoiced where possible. Theme variations and colours may vary from branch to branch.
- The Employer agrees any images or testimonials acquired from the hire maybe used by the Owner for marketing purposes & has no commercial value.

6. EQUIPMENT BECOMES UNSAFE OR IN DISREPAIR

Employer will immediately discontinue use of the Equipment should it at any time become unsafe or in a state of disrepair. Furthermore, the Employer will immediately notify the Owner that the Equipment is unsafe or in disrepair and until such time as the Owner has regained possession the Employer agrees to take all steps reasonably necessary to prevent injuries to any persons and any property from the Employer, Equipment or product.

7. COMPLIANCE WITH LAWS

Employer acknowledges that Owner has control over the use of the Equipment by the Employer. Employer shall not permit any person who is not legally qualified or adequately trained to operate the Equipment.

8. OPERATOR

- The Owner may supply, at the request of the Employer, an operator to work the Equipment who shall be under the direction and control of the Employer and shall for those purposes be deemed to be the servant or agent of the Employer who alone shall be responsible for all claims whatsoever arising in connection with the operation of the Equipment by the operator or any third party.
- Where the Owner supplies an operator, the Employer shall not allow any other person to operate the Equipment without the Owner’s prior written consent.
- Unless the Owner supplies an operator to work the Equipment, the Employer shall employ or nominate a person over 18 years of age, to operate the Equipment and pay that person and be responsible for all claims whatsoever arising in connection with the operation of the Equipment by the operator or any third party.

9. EMPLOYER’S OBLIGATIONS

The Employer shall:

- pay all hire charges and where applicable, all delivery and collection charges on a strictly net cash basis unless otherwise stated.
 - provide electricity and the correct floor and air height for the Equipment. Use the Equipment in a skilful and proper manner and only for the purpose and within the capacity for which the Equipment was designed.
 - use reasonable care to maintain the Bouncy in a clean and dry condition during the hire period and accepts that a cleaning fee for any cleaning required by the Owner, may be charged. No solvents or detergents are to be used.
 - accept full responsibility and liability for the safe keeping of the Equipment and indemnify the Owner for all loss, theft or damage to the Equipment, including loss of sales and future business, however caused and without limiting the generality of the foregoing, whether or not such loss, theft or damage is attributable to any abandonment of any Equipment, negligence, failure or omission of the Employer.
 - ensure that any User of the Equipment shall comply with all relevant statutes, regulations and by-laws that apply to the Equipment.
 - have in place the correct public liability insurance to cover its users.
 - not in any way part with possession of the whole or part of the Equipment nor sell, assign, mortgage, pledge, sub-lease, lend or otherwise with whole or part of the Equipment.
 - not remove or cover up any plates, log books or other marks that the Owner may affix or cause to be affixed or left at the Equipment to indicate that the Equipment is the property of the Owner.
 - indemnify and hold the Owner harmless against all claims, actions, suits, demands, costs, expenses, including all legal costs and expenses in any way arising out of the use of the Equipment by the Employer during the period of hire whatever caused by negligence of the Employer, his servants or agents, or by negligence of any other person whatsoever or arising out of the condition of the Equipment or the use to which it is put.
 - report all personal injuries, loss or damage to property to the owner immediately as they occur and not later than the completion of the hire.
 - Provide any water required to run the Equipment.
10. Where the Owner consents to make delivery of the Equipment the Owner hereby undertakes that it will use its best endeavours to make delivery by the specified time but in any event the Owner shall not be liable to the Employer for late delivery, non-delivery or any loss or damage occasioned to the Employer as a result of such late or non-delivery.
11. The Owner, or his agents, accept no responsibility for damages caused to:
 - water or gas pipes, electrical, telstra, or recirculation systems and the like;
 - buildings or associated chattels such as paving sandstone and the like within the hire premises; while erecting, delivering or operating the Equipment.
12. To the extent that the commonwealth, state and territorial laws permit:
 - all conditions, terms and warranties, which are not expressly contained in this agreement, are hereby excluded;
 - any warranty, condition, description or representation, whether express or implied, as to the description, state, quality, merchantability of the Equipment for the purpose for which it is hired is hereby excluded; and
 - the Owner shall not be responsible or liable to the Employer, whether on grounds of breach of contract, contractual duty or negligence, for any loss or damage that the Employer may directly or indirectly sustain or suffer arising from defects in or miscalculations, breakdown or failure of performance of the Equipment, and the Employer hereby exonerates and releases the Owner from all claims and demands in respect thereof.
13. **TITLE**
Title to the Equipment is and shall remain in Owner. If the Equipment is levied upon for any reason whatsoever, Owner may retake the Equipment without notice or legal process, and may take all action reasonably necessary to do so.

14. CONSTRUCTION

The paragraph headings used herein are for convenience only and are not to be used in constructing the hearing or intent of any of the terms or provisions of the rental contract.

15. SEVERANCE

In the event of any part of the conditions of hire becoming void or unenforceable whether due to the provision of any statute or otherwise, then that part shall be severed from these conditions of hire, to the intent that all parts that shall not be or become void or unenforceable shall remain in full force and effect and be unaffected by any such severance.

16. ENUREMENT OF CERTAIN OBLIGATIONS

The expiration or determination of these conditions of hire howsoever arising, shall not affect such provisions hereof as are expressed or implied to operate or have effect thereafter and shall be without prejudice to any right or action already accorded to either the Employer or Owner in respect of any breach of these conditions of hire by the other party.

