



## Bouncy Castle Hire Terms and Conditions

1. Agreement
  - 1.1. By accessing and using the services provided by Warkworth Bouncy Castles for the hire of bouncy castles, you agree to be bound by the terms and conditions outlined below.
2. Booking and Reservation
  - 2.1. Booking Confirmation: A booking is considered confirmed only upon receipt of a deposit or full payment and after you receive a confirmation email sent by Warkworth Bouncy Castles.
  - 2.2. Payment and Deposit: Payments can be made through bank transfer or credit card, and all prices are inclusive of GST.
  - 2.3. Payment of the full balance of the hire fee is due 14 calendar days before the date of hire.
  - 2.4. Rescheduling: Customers may request to reschedule their booking to an available date without incurring additional fees, if requested more than 7 calendar days before the scheduled rental date. If requested less than 7 calendar days before the scheduled booking, Warkworth Bouncy Castles reserves the right to apply an additional administrative fee. Subject to availability.
  - 2.5. Cancellations:
    - 2.5.1. Cancellations made 14 calendar days or more prior to the scheduled event will be refunded 100% of the total booking fee.
    - 2.5.2. Cancellations made within 13 calendar days of the scheduled event will be refunded 50% of the total booking fee.
3. Rental Period
  - 3.1. The rental period commences on time and date the equipment is delivered and concludes on the agreed time and date of collection.
  - 3.2. The Customer is responsible for ensuring the equipment is ready to be collected on the specified end date and time.
4. Delivery, Installation and Collection
  - 4.1. Warkworth Bouncy Castles will deliver, set up, and inspect the bouncy castle at the location specified by the Customer.
  - 4.2. To facilitate Delivery and installation, the Customer shall assume sole responsibility and at its sole expense provide all requisite facilities, access, and suitable working conditions to enable Delivery and installation to be carried out safely and expeditiously.
  - 4.3. Warkworth Bouncy Castles will pick up the equipment at the end of the rental period.
5. Safety Guidelines
  - 5.1. The Customer agrees to follow all safety guidelines provided by Warkworth Bouncy Castles
  - 5.2. The Customer is responsible for supervising the use of the bouncy castle and ensuring that all safety rules are adhered to.



## 6. Equipment Use

- 6.1. The bouncy castle is only to be used for its intended purpose.
- 6.2. The Customer agrees not to exceed the maximum capacity of the equipment.
- 6.3. The Customer is responsible for any damage caused by misuse.

## 7. Liability

- 7.1. The Customer assumes all liability for injuries or damages that may occur during the rental period.
- 7.2. Warkworth Bouncy Castles is not responsible for any injuries or damages that result from the use of the equipment.

## 8. Weather conditions and other concerns

- 8.1. In the event of adverse weather conditions (e.g., rain, high winds), or in other circumstances beyond its reasonable control, including, but not limited to, acts of God, war, terrorism, government action, natural disasters, pandemic, or any other unforeseeable and unavoidable event, Warkworth Bouncy Castles reserves the unreserved right to cancel or reschedule the rental at no additional cost to the Customer, which shall be determined by Warkworth Bouncy Castles in its sole and absolute discretion. A full refund will be provided in the event of cancellation.

## 9. Changes to Terms and Conditions

- 9.1. Warkworth Bouncy Castles reserves the right to modify these terms and conditions at any time.

## 10. Severability

- 10.1. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will continue to be valid and enforceable.

## 11. Entire Agreement

- 11.1. This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements or understandings, whether oral or written.

## 12. Title and Risk

- 12.1. Equipment Ownership: All Equipment (inflatables, safety equipment, cabling, fan units, signage etc) shall at all times remain the property of Warkworth Bouncy Castles. The Customer shall have no right, title or interest in or to the Equipment.
- 12.2. The risk of loss, theft, damage or destruction of the Equipment shall pass to the Customer on delivery. The Equipment shall remain at the sole risk of the Customer during the Rental Period and any further term during which the Equipment is in the possession, custody or control of the Customer (Risk Period) until such time as the Equipment is collected by Warkworth Bouncy Castles.

## 13. Customer's Responsibilities

The Customer shall during the term of this agreement:



- 13.1. Ensure that the Equipment is kept and operated in a suitable, used only for the purposes for which it is designed, and operated in an objectively safe manner, including, but not limited to:
  - 13.1.1. Supervision: A responsible adult must be present to supervise children using the equipment at all times. Some equipment may have age/height restrictions, and it is the customer's responsibility to ensure adherence as stated on our website.
  - 13.1.2. Prohibited Substances: Individuals under the influence of alcohol, drugs, or any intoxicating substances are not permitted to use the equipment.
  - 13.1.3. Footwear and Personal Items: Shoes must be removed before using our inflatables and soft play. Food, drink, pets, face paint, silly string, poppers, gum, etc., are not allowed on our equipment. No pets are allowed on or in any of our equipment.
  - 13.1.4. Attire and Crowding: Jewellery and sharp objects such as belt buckles should be removed before using our equipment. The Equipment should not be overcrowded, and numbers should be kept to the intended use for each piece, as specified on Warkworth Bouncy Castles website.
  - 13.1.5. Usage Guidelines: Climbing on the roof or sides of any of Warkworth Bouncy Castles' inflatables is not permitted. Children using slides are only permitted feet down first. Do not wet any of Warkworth Bouncy Castles' inflatables with a hose/water at any time.
  - 13.1.6. Health Considerations: Individuals with pre-existing health conditions, especially cardiac, back, or neck conditions, should not use Warkworth Bouncy Castles' equipment. Pregnant women are not permitted on our inflatables.
  - 13.1.7. Safety Checks: It is the customer's responsibility to periodically check the Equipment for safety. Any cause for concern about safety should be reported immediately to Warkworth Bouncy Castles.
  - 13.1.8. Safety Hazards: Keep children and animals away from fan units, electrical cables, etc. Smoking is not permitted on or in any of our equipment. Do not allow any heat source such as candles, barbecue, and heaters on or near our equipment.
  - 13.1.9. Equipment Movement: Do not move any of Warkworth Bouncy Castles' equipment once it has been set up. No inflatables will be hired out in high wind conditions. If wind gusts exceed 40 km/per hour during the hire, users should be removed, and power should be turned off to deflate the equipment. In case of heavy rain during hire, users should be removed until the rain has passed, and the equipment should be dried with a towel before use again.
  - 13.1.10. Securing Equipment: Warkworth Bouncy Castles' inflatables are secured to the grass with metal pegs. Please inform the installer of any underground pipes and cables before installation. Warkworth Bouncy Castles will not be responsible for any subsequent damage caused.
  - 13.1.11. Extension Leads: Extension leads can be a trip hazard. It is the customer's responsibility to ensure the lead is covered or moved where appropriate to minimize the risk.



- 13.2. Maintain the Equipment in good and substantial repair in order to keep it in as good a condition as it was on the Delivery Date.
- 13.3. Make no alteration to the Equipment and shall not remove any existing component (or components) from the Equipment;
- 13.4. Keep Warkworth Bouncy Castles fully informed of all material matters relating to the Equipment;
- 13.5. Keep the Equipment at all times at the same location as installation and shall not move or attempt to move any part of the Equipment to any other location without Warkworth Bouncy Castles' prior written consent;
- 13.6. Not, without the prior written consent of Warkworth Bouncy Castles, part with control of, sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
- 13.7. Not do or permit to be done any act or thing which will or may jeopardise the right, title or interest of Warkworth Bouncy Castles in the Equipment;
- 13.8. Not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is so confiscated, seized or taken, the Customer shall notify Warkworth Bouncy Castles and the Customer shall at its sole expense use its best endeavors to procure an immediate release of the Equipment and shall indemnify Warkworth Bouncy Castles on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
- 13.9. Not use the Equipment for any unlawful purpose;
- 13.10. Ensure that at all times the Equipment remains identifiable as being the Warkworth Bouncy Castles' property and wherever possible shall ensure that a visible sign to that effect is attached to the Equipment;
- 13.11. The Customer acknowledges that the Warkworth Bouncy Castles shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Customer and the Customer shall indemnify the Warkworth Bouncy Castles in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses suffered or incurred by the Warkworth Bouncy Castles arising out of, or in connection with any failure by the Customer to comply with its obligations in this clause. Nothing in this agreement limits any liability which cannot legally be limited including liability.

#### 14. Entire agreement

- 14.1. This agreement constitutes the entire agreement between the parties.

#### 15. Severance

- 15.1. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.



15.2. If any provision or part-provision of this agreement is deemed deleted the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended result of the original provision.

16. Governing law

16.1. This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of New Zealand.

17. Jurisdiction

17.1. Each party irrevocably agrees that the courts of New Zealand shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement.