

Large Jumping Castle Conditions of hire and use and general rules for participants

- The hirer shall provide a responsible adult 18 yrs or over to supervise participants at all times whilst the castle is in use
- This castle is for use by people of any age
- The castle must be erected in accordance with the supplied instructions or it cannot be used
- Do not allow anyone on the castle during inflation or deflation as this is dangerous
- People with any illness, current or previous medical condition or any condition (including pregnancy) which impairs their ability to cope with the demands of the activity cannot use this equipment
- Equipment is only to be used during the agreed period as stated on the invoice/hire agreement
- Shoes are not to be worn on the castle
- No Food, drink or foreign objects i.e. pets, confetti, balls, party items, sharp jewellery, mobile phones etc. to be taken onto the castle.
- In the event of rain and high winds the castle must be evacuated and the blower turned off. Carry the blower under shelter.
- Rain covers (if provided) are for light rain and a gentle breeze only. (use in extreme weather in dangerous)
- For safety please ensure a correct mix of age groups/ weight/ size i.e. 3-5 yrs, 6-8 yrs, 9-10 yrs etc
- A maximum of 4 participants are allowed on the castle at any given time. Less if the participants are older or larger
- Participants jump at their own risk
- No sitting on the entry steps of the castle whilst others are jumping and no jumping allowed on the entry steps
- Participants must not push or jump into other participants
- No climbing on the castle walls or around the outside of the castle
- Participants must enter and exit the castle from the front only
- No running or playing around the outside of the castle
- Participants must keep clear of the blower, securing pegs and power lead at all times
- Participants must evacuate immediately via the front of the castle if the castle begins to deflate
- Do not set up castle near BBQ's, open fires or heaters
- If the castle is not being used for any part of a hire period, please switch off the blower
- Do not move the castle from where it has been set up without proper authorisation
- Castles must be packed up immediately after use and NOT left out overnight
- Do not attempt to clean the castle after usage without the prior consent of the owner.
- A cleaning fee will be charged if the castle is returned in an unsatisfactory condition

HIRING AGREEMENT

The hirer agrees that all charges for hire, loss, damage and repairs will be paid and that all collection fees, legal fees, court costs or any expenses involved in the collection of these charges will be borne by the hirer.

Loss Or Damage To Equipment

The hirer shall be responsible for any loss or damage to the equipment for any reason whatsoever except for loss or damage which is caused by reasonable wear and tear. It is agreed that upon the completion of the period of hire the whole or any part of the cost of replacement of the equipment must be met by the hirer.

Damage To The Property Or Person

The hirer shall be responsible for any loss or damage to property or person caused by the equipment for any reason whatsoever during the period of hire and the hirer shall indemnify the owner in respect of all claims, damages and expenses in relation thereto.

Consumption Of Alcohol

Liability does not apply for claims arising directly or indirectly out of Personal Injury or Property Damage caused by or as a result of the consumption of alcohol or the consumption or injection of drugs or narcotics by any person.

Period Of Responsibility

The period of responsibility of the hirer shall commence from the commencement date/time as shown on the invoice/hire agreement or the time the equipment is delivered to the hirer whichever is earlier and will cease when the said equipment is picked up by Goanna Entertainment staff.

Hiring Charges

Notwithstanding anything herein contained hiring charges at the rates specified on the invoice/hire agreement shall commence from the period of hire and shall continue until the completion of the period of hire herein.

Breakdown

In the event of breakdown or failure of equipment the hirer shall under no circumstances repair or attempt to repair the equipment without the prior consent of the owner. In the event that such breakdown or failure is caused by reasonable wear and tear and not by hirers negligence or misuse or any other reason whatsoever the period of hire shall be determined by the owner. The owner shall not be responsible for any expenditure damages and/or loss incurred by the hirer arising out of any breakdown or failure of the equipment whether caused by fair wear and tear, negligence on the part of the owner or any other reason whatsoever.

Termination By The Owner

The owner may notwithstanding the specified period of hire and notwithstanding any waiver or some previous default forthwith terminate this agreement and repossess the equipment in any of the following events:

- a) If the hirer shall fail to pay hiring charges upon delivery
- b) If the hirer shall do or permit any act or thing whereby the owners rights in the equipment may be prejudiced
- c) If the hirer should become or be insolvent or bankrupt or make any arrangement or composition with his creditors or in the case of the hirer being a limited company should an order be made or a resolution passed for the winding up of such company
- d) If the hirer commits any breach of the agreement

For the purposes of repossessing the equipment, the owner may enter into or upon any premises where the equipment may be without prejudice to the rights of the owner to recover from the hirer any monies due here under or any damages for breach hereof and the hirer indemnifies the owner in respect of any claims, damages or expenses arising out of any action taken under this clause.

This agreement may not be transferred or assigned to any other party without the consent of the owner.

I have read and understand Conditions of Hire I have been briefed on safety issues Equipment received in good order and condition

Signature:..... Print Name:..... Date:.....