

## TERMS AND CONDITIONS/RENTAL AGREEMENT

1. **EQUIPMENT, RENT & TERMS OF RENTAL AGREEMENT:** The undersigned, as Hirer, hires from Castle Capers, the Unit/s, identified within the booking.
2. **DELIVERY:** To the street address specified above by Hirer (Customer). Hirer grants the right to Castle Capers to enter the property at the said address ("Delivery Address") for the delivery and subsequent pick up of the Unit at the specified time. Any reasonable damage caused by the delivery and setup of the Unit/s shall be waived by the Hirer. It is the Hirer's obligation to notify the installer of any known under ground installations that may be damaged from the pegging of Unit/s to the ground. Castle Capers takes no responsibility for the damage of underground installations.
3. **TRANSPORTATION EXPENSE:** Except as provided herein, all charges in delivering and subsequent pick up of the unit/s with respect to the Delivery Address are included in the Rental Fee noted within the booking. In the event that the Unit/s is not returned at the appointed time by Hirer to Castle Capers then \$50.00 Transportation Fee shall be automatically imposed.
4. **GENERAL RULES TO FOLLOW DURING USE OF THE UNIT:**
  1. The Hirer must at all times follow and enforce the Safety Rules provided by Castle Capers.
  2. The Hirer must provide a supervisor 18 years or older as the responsible person and who must be capable of exercising control over the children and enforcing the Safety Rules.
  3. Only Children are permitted to use inflatables, Adults are strictly not allowed to use inflatables, Adults are only permitted to use designated Unit/s.
  4. Only compatible groups and size of children shall play on the Unit/s at the same time.
  5. All riders MUST REMOVE SHOES before playing in the Unit/s.
  6. To avoid neck and back injuries FLIPS ARE NOT ALLOWED.
  7. Absolutely no "SILLY STRING", GUM CANDY, FOOD or other sticky substances are allowed in the Unit/s. If upon pick up such cleaning is required, then a \$150.00 cleaning fee shall be automatically imposed.
  8. DO NOT MOVE THE CASTLE CAPERS UNIT/s from the place where it was installed. If the Unit/s moves, pull the corner back to the original location of installation. CAUTION: KEEP AWAY FROM SWIMMING POOLS.
5. **SPECIAL INSTRUCTIONS:** The Unit's equipment is reliable. Should the unit begin to deflate: (1) The motor may have stopped, in which case, check the cord connection at the outlet near the motor and check both tubes at the back of the unit for snugness: re-tie if necessary. (2) If you cannot correct the problem call 0417 479 630.
6. **SAFE OPERATION ACKNOWLEDGEMENT:** The Hirer acknowledges that he/she has been instructed about and fully understands the safe operation of the Unit/s that is the subject of this rental agreement. The Hirer agrees to observe all safety precautions. Hirer also represents and warrants the safe return of the Unit/s and hereby agrees to pay the full replacement price of the Unit if it is not returned.
7. **MAINTENANCE:** Hirer agrees to keep the Unit/s in the same condition as when it was received, ordinary wear excepted.
8. **ALTERATIONS AND ATTACHMENTS:** No alterations in or attachments to the Unit will be made without prior written approval of Castle Capers.
9. **WARRANTY:** Castle Capers warrants that the Unit/s leased under this Rental Agreement will be in good working order on the effective date of the Rental Agreement. The Unit/s is supplied and maintained subject to this warranty. Castle Capers' obligation under this Rental Agreement is limited to repair or replacement of the unit when Castle Capers determines that it does not conform to this warranty. This warranty is in lieu of any and all other warranties expressed or implied, and of any and all obligations and of all liabilities on the part of Castle Capers for damages, including, but not limited to consequential damages, arising out of or in connection of the use or performance of the Unit.
10. **TITLE TO UNIT:** The Hirer agrees to keep the Castle Capers Unit in his/her custody not to sublease, rent, sell, remove from the delivery Address, or otherwise transfer such Unit. The Unit will remain the property of Castle Capers and may be removed by Castle Capers after the termination of this Rental Agreement or at any time during the rental term if the Hirer breaches any of Castle Capers' Terms and Condition and Safety Rules.

11. **RELEASE OF LIABILITY:** The Hirer shall be in charge of the Unit's operation and is fully responsible for the operation as well as the return of the Castle Capers Unit in good working order. It is the hirer's responsibility to gain the consent from the child's parent/caregiver to use the equipment. In consideration of Castle Capers agreeing to rent the Unit to the Hirer, the Hirer indemnifies, releases and forever discharges Castle Capers and its officers, employees, agents, successors and assigns from all manner of actions and causes of action by reason of any injury occurring to the Hirer or any other person using the Unit. The Hirer further agrees to indemnify and hold Castle Capers and its officers, employees and agents free and harmless from and against any costs incurred due to claims from anyone and for attorney's fees and related costs involving the use and return of the Unit, should legal action become necessary.
12. **ENTIRE AGREEMENT:** The Rental Agreement constitutes the full agreement between Castle Capers and the Hirer. The receipt of the Unit that is the subject of this Rental Agreement is in good working order and repair and this is so acknowledged by the Hirer.
13. **RAIN POLICY:** During periods of severe weather conditions (i.e. rain, high winds etc), we reserve the right to cancel your reservations. If conditions are not too severe, we will give you the option of keeping it or not. If you decide to keep the Unit for the term of this Rental Agreement, there will be no refunds.
14. **OVERNIGHT HIRES:** The Hirer must turn off blower and deflate the castle once finished using the castle for the night, kept in a well-lit area and supervised by someone over the age of 18 years old.
15. **CANCELLATION POLICY:** In the case where bookings are cancelled due to high winds or consistent /heavy rain as conditions are unsafe or cause the equipment to be unusable (we do not expect anyone to have equipment that cannot be used) a full refund will be made. We reserve the right to make this decision on the morning of your hire as weather conditions can change and often conditions are very different to predictions. In the case of severe weather predictions bookings can be cancelled a day or two beforehand. Any other type of cancellation may incur a 50% charge (some exceptions may waive this fee and bookings may be able to be rescheduled).

Please note that all persons using this equipment do so at their own risk. The person / organisation hiring the equipment will be responsible/liable for any damage or injury occurring from or as a result of misuse or reckless use. These guidelines are for the safety of all people using this equipment, and it is the sole responsibility of the hirer to ensure they are adhered to. We cannot accept any responsibility for any injury caused to anyone using this equipment.

CASTLE CAPERS: By \_\_\_\_\_  
(Authorised Representative for Castle Capers)

I, \_\_\_\_\_, the Hirer hereby acknowledge and accept that:

1. Childrens' safety depends upon me. My personal supervision is absolutely required as the Hirer of the Castle Caper unit and the safety of all riders is my responsibility.
2. I have read and understood and I accept the Terms and Conditions of this Rental Agreement.
3. I have read and understood the Safety Rules and have been verbally instructed by Castle Capers on the supervision and Safety Rules requirements.

Signature.....Name.....Date.....