



## **1. Definitions**

- 1.1 The "Customer" means the person/s, organization or company booking the equipment, act or entertainment with the "Company".
- 1.2 The "Company" means Monsterball Amusements.
- 1.3 'Dry' hire is the hire of equipment for the 'customer' to operate and supervise themselves.
- 1.4 'Supervised' hire is the hire of equipment accompanied by a representative of the 'company' to supervise use of the booked equipment.

## **2. Bookings**

- 2.1 All equipment remains the property of the company at all times.
- 2.2 Once a booking is made it is deemed that the customer has read, understood, fully agreed to and is bound by all our terms and conditions of hire.
- 2.3 In the event of uncontrollable circumstances preventing us from being able to fulfil our obligations our liability shall be limited to a refund of any monies paid in relation to the event or a pro rata reduction in the hire fee in the event of delayed start. No further compensation will be paid irrespective of any loss of earnings.

## **3. Prices and Payments**

- 3.1 All balances need to be cleared 7 days prior to the event unless discussed and approved with the office or Purchase Order payment plan.
- 3.2 Purchase Orders will be accepted to customers with prior approval from management. Purchase orders are payable within 30 days of event date.
- 3.3 Advertised prices are subject to change without prior notification.
- 3.4 The company reserves the right to charge fees per week on overdue accounts.

## **4. Cancellations/Changes**

- 4.1 Deposit cannot be refunded unless for bad weather and if bookings being cancelled up to 24hrs prior to the event.
- 4.2 All changes need to be finalised 7 days prior to booking time, all monies paid will be transferred to your next booking. Failure to contact the office within 7 days prior to your booking time will result in a forfeit of the deposit.
- 4.3 All cancellations or changes of booking must be notified in writing.
- 4.4 If change of booking includes cancellation of equipment and no replacement equipment of equal or higher value is booked you will forfeit your deposit.
- 4.5 The customer has 14 days from day of cancellation, to inform the office in writing of a new booking date. Booking in amusements on a new date is subject to availability and must be within 6 months.

## **5. Bad Weather**

(Due to insurance regulations, some equipment cannot be operated during bad weather)

- 5.1 We have a no refund policy. Refund can only be made if booking being **cancelled up to 24hrs prior to the event for bad weather only**.
- 5.2 Bad weather includes winds of over 25km per hour, rain and temperatures over 38 degrees
- 5.3 In the event of forecasted bad weather, it is the customer's responsibility to organise suitable shelter or provisions for the equipment. If suitable provisions are not made and the equipment can't be used, the customer is liable for full payment.
- 5.4 The customer will have up to 24 hours prior to booking time to cancel the booking due to bad weather. Failure to give 24 hours' notice will result in the customer being liable for full payment. Cancellation must be done in writing by Friday 3pm. If your event is on a Sunday, we will accept cancellation via phone only.
- 5.5 The term 7.7 (Generators) applies to the wet weather terms.
- 5.6 In the event of bad weather occurring during your booking, it will be at the company's discretion to pack away the equipment. The full invoiced amount will be payable to the company.



## **6. Equipment**

6.1 All goods remain the property of the company at all times.

6.2 At the end of a DRY HIRE the Customer shall be responsible for leaving the equipment in a clean and tidy condition otherwise Monsterball Amusements shall be at liberty to make an additional charge of \$100 per unit for the cleaning and servicing of the equipment.

6.3 In the event of the equipment being rendered unfit for the use for which it has been hired, a pro rata reduction in the hire fee will be given to the customer, except where the customer has been deemed liable for it being unfit.

6.4 By signing the client checklist form at time of delivery the customer shall be deemed to have inspected the equipment, (accessories if supplied) and to have agreed that it is supplied in good condition, unless he brings to the attention of Monsterball Amusements any faults noted by the Customer. Any fault not reported at the time of signing will be deemed to be the responsibility of the customer.

6.5 The customer agrees to compensate the company for any damage or theft of the company's equipment whilst on hire.

## **7. Site Location**

7.1 The customer will provide a level site for all equipment supplied and ensure that the site is free from all debris.

7.2 The site must be within 25 metres of the delivery vehicle. If the site is outside of this distance, the customer will provide an adult person to assist in the setting up and packing away of all equipment. If no person is available at the event, an additional charge of \$100 will be payable to Monsterball Amusements.

7.3 Hired equipment will be set up in one location only as agreed on arrival and will not be moved once unloaded.

7.4 The company reserve the right to refuse delivery if the venue or site is deemed to be unsuitable by our delivery personnel or if the customer has failed to notify the company of any delivery obstructions such as stairs or excessive loading distances from our vehicle to the installation site. In such a case no refund will be given and the full hire fee will be due.

7.7 The customer must ensure that there is adequate access way to the site.

7.8 Upon delivery to site, if there are any circumstances that prevent the equipment being set up on time: i.e. access / power issues, customer not being at the site on time, the customer must assume responsibility and the equipment will be packed down at the contracted time. Any additional time the equipment is used, shall be charged to the customer accordingly.

7.5 The customer is required to provide access to a working tested 240-volt 10amp power supply within 25 metres of the site. Each separate inflatable booked will require its own connection from the inflatable to the wall socket.

7.6 If the customer is to provide a generator as power to the inflatable, the customer must first contact the company to find out the required size of the generator. The company will accept no responsibility if the generator supplied is not suitable.

7.6 If the company supplies a generator at the customer's request, the additional charge is for the hire of the generator and fuel. The company assumes no responsibility for the working of the hired generator as we hire from a third party.

## **8. Liability & Insurance**

8.1 The customer agrees to compensate the company for any damage or theft of the company's equipment whilst on hire.

8.2 The company accept no liability for any damage or loss of personal property and or any injury arising from the use of the hired equipment.

8.3 Public liability insurance is excluded in its entirety following any claim or injury to any third party or employee whether directly or indirectly related to the use of drugs and/or alcohol.

8.4 In the event of an accident occurring Monsterball Amusements must be notified immediately. Full written details must be recorded including, name and address of injured party, circumstances of accident, date and place of incident. A copy of the report must be given to Monsterball staff and sent to Monsterball Amusements

## **9. Conduct**

9.1 The customer will, during the period of hire, be responsible for the supervision of the equipment, its care, safety from damage however slight or of any sort. (Unless supervision is provided by Monsterball Amusements)

9.2 The customer will, during the period of the hiring, be responsible for the behaviour of all persons, of all ages using the equipment whatever their capacity, including proper supervision of children. Our staffs are responsible for the running of the equipment only; we are not responsible for the care of others.

9.3 The customer is responsible for ensuring that suitable security and crowd control measures are in place prior to start of event.

9.4 The company reserves the right to cease operation and remove hired equipment from site if at any time a representative of the company feels that guests or customers conduct endangers the safety of the guests, customers, themselves or the safety of the hired equipment. At no time will any level of abuse against our staff be tolerated. In all such cases no refund will be given and full contracted fees will be due to the company.

9.5 The customer shall not use the equipment for any purpose other than that described in the hiring agreement, and shall not sub hire or use the equipment or allow the equipment to be used for any unlawful purpose or in any unlawful way.

9.6 The customer shall not allow anyone onto the equipment wearing shoes, spectacles, carrying sharp objects, key-rings, metal studded clothing or any other similar items which could cause damage to others or the equipment. No food or drink is to be consumed on the equipment.

9.7 The customer should not use the equipment in the event of high winds or wet conditions.

9.8 The Customer acknowledges that he has read and understands any relevant operating and safety instructions supplied with the equipment. Monsterball Amusements excludes any liability for injury loss or damage caused to any person using the equipment contrary to the terms and conditions of this Contract.

## **10. Generators**

10.1 If the customer is to provide a generator as power to the inflatable, the customer must first contact the company to find out the required size of the generator. The company will accept no responsibility if the generator supplied is not suitable.

10.2 If the company supplies a generator at the customer's request, the additional charge is for the hire of the generator and fuel. The company assumes no responsibility for the working of the hired generator as it is hired from a third party.

10.3 If the customer is hiring a generator, they have 48 hours prior to booking time to cancel their generator hire. Failure to give 48 hours' notice will result in the customer being liable for full payment of the generator hire.



ABN: 34 162 403 287

## HIRE AGREEMENT

### Terms and Conditions

*It is the responsibility of the person who is hiring this Bouncy Castle to ensure that all possible steps are taken to avoid injury or damage to the Inflatable.*

*Please ensure that the following Safety Instructions are followed:*

- 1/** No food or drinks or chewing gum to be allowed on or near the Bouncy Castle which will avoid choking and mess (Please note if the Inflatable is collected in a dirty condition then the person hiring it will incur a cleaning charge)
- 2/** All shoes, glasses, jewellery, badges MUST be removed before using the Bouncy Castle.
- 3/** No face paints, party poppers, coloured streamers or silly string to be used either on or near the Bouncy Castle.
- 4/** No smoking or barbeques near the Bouncy Castle.
- 5/** Climbing, hanging or sitting on walls is DANGEROUS and must not be allowed.
- 6/** A responsible Adult must supervise the Bouncy Castle at all times
- 7** Always ensure that the Bouncy Castle is not overcrowded.
- 8/** Children/Adults Are not pushing, colliding, fighting or behaving in a manner likely to injure or cause distress to others.
- 9/** If the Bouncy Castle is not being used for any part of the day, please switch the blower off at the mains.
- 10/** Do not allow anyone to bounce on the front safety step as a Child could easily bounce off the inflatable and get hurt. The step is there to assist users in getting on or off!
- 11/** Ensure that no-one with a history of back or neck problems is allowed on the Bouncy Castle as indeed any Child/Adult who is feeling unwell.
- 12/** Do not allow anyone to be on the Bouncy Castle during inflation or deflation as this is DANGEROUS.
- 13/** No pets, toys or sharp instruments to be allowed on or near the Bouncy Castle.
- 14/** Please ensure that Children are not attempting somersaults and are clothed appropriately and that nothing can fall out of their pockets.
- 15/** Ensure that an area of 6 feet (2 metres) around the unit is completely clear
- 16/** The Bouncy Castle should not be used if it becomes wet on the jumping area. If no shower cover is fitted and in the event of rain, the unit should not be used
- 17/** In the event of heavy rain, it is strongly recommended that the Bouncy Castle be switched off. Any wetness, including bubbling (which is normal) can be dried with a towel.
- 18/** In the event that the blower stops working, please ensure all users get off the inflatable immediately. Please inform us.

**IF YOU ARE UNSURE OF ANYTHING, PLEASE CONTACT US.**

**Phone: 08 9335 5109**

**Address: 43 Wood Street, Fremantle, 6160 WA**

**Email: [enquiries@monsterball.com.au](mailto:enquiries@monsterball.com.au)**

**Website: [www.monsterball.com.au](http://www.monsterball.com.au)**



### **DISCLAIMER**

Please note that all persons using this Bouncy Castle do so at their own risk.  
Not suitable for children under 3years of age.

The person/s or organization hiring this Inflatable 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 fully adhered to at all times.

Monster Ball Amusements and Hire cannot accept any responsibility for any injury caused to anyone using this equipment.

I have read the above agreement and fully understand and accept the conditions as above. I am aware that whilst in my care I am fully responsible for the inflatable and will pay for any loss or damage that may occur, this will include the inflatable being returned in an unacceptable condition, i.e.: If it is in a dirty or muddy condition, I will be expected to pay an additional cleaning charge.

**ANY BOOKINGS CONFIRMED WITH US MAKES OUR CUSTOMERS ACCEPT TERMS AND CONDITIONS LISTED ABOVE**