

TERMS AND CONDITIONS. WARRANTY. RENTAL AGREEMENT

1. EQUIPMENT:

The undersigned as Lessee, hires from Spicey Kitchen Delights and Entertainment Pty Ltd the Amusement Equipment as outlined in this agreement.

2. DELIVERY:

Delivery of the Amusement Equipment as outlined in this agreement shall be to the address specified by the Lessee at the time of booking. The Lessee grants the Lessor permission to enter the address to deliver and erect the Amusement Equipment and to return at a specified time to pick up the Amusement Equipment.

3. TRANSPORTATION EXPENSE:

The cost of delivery of the Amusement Equipment is included in the hire charges paid by the Lessee to the Lessor unless quoted at the time of booking for deliveries outside of the depot boundaries. In the event that the Amusement is not available to be returned at the specified time the Lessee shall be liable to a late fee of \$50.00 per hour.

4. GENERAL RULES OF USE:

- a) Only compatible age groups of similar age and size shall play on the Amusement Device at the same time.
- b) All persons entering the Amusement Device MUST REMOVE SHOES before entering the Jumping Castle for any reason.
- c) No flips, back flips or somersaults are allowed on any Amusement Device.
- d) It is the responsibility of the Lessee to supervise all persons, patrons, guests, children or riders on the Amusement Device at all times during the hire period. It is a strict requirement and condition of use that your personal supervision is required at all times to supervise persons using the Amusement Device and the Lessee shall not cause the Amusement Device to operate, be used or entered into by any person in the absence of the Lessee's immediate supervision.
- e) You must be 18 years or older to rent the Amusement Device from Spicey Kitchen Delights and Entertainment Pty Ltd and to enter into this agreement.
- f) No food, drink, confetti, silly string, chewing gum, candy food or other sticky substances shall be permitted on the Amusement Device at any time or under any circumstances.
- g) The lessee will be liable to pay the cost of any cleaning required to return the Amusement Device to the original state it was delivered in, including but not limited to cleaning at the rate of \$50.00 per hour or part thereof.
- h) Do not allow any person to move the Amusement Device for any reason. The Amusement Device will be installed by a fully trained operator of Spicey Kitchen Delights and Entertainment Pty Ltd or a Franchisee of Spicey Kitchen Delights and Entertainment Pty Ltd.
- i) The Amusement Device is not permitted to be erected in or near swimming pool areas or similar areas.
- j) Do not allow any person to enter or remain within the Amusement Device during high winds or periods of high wind gusts. THIS AMUSEMENT DEVICE HAS A MAXIMUM OPERATING SPEED OF 35 KM/H AND NO PERSON SHALL BE PERMITTED TO ENTER OR RIDE IN THE AMUSEMENT DEVICE IN THE EVENT THAT WIND SPEEDS REACH THIS MAXIMUM LIMIT.
- k) The unit is to be turned off and operation to cease immediately if wind exceeds 35 km/h.
- l) You must cease using the Amusement Device when directed to do so by any operator, employee, franchisee or agent of Spicey Kitchen Delights and Entertainment Pty Ltd. Directons given by Spicey Kitchen Delights and Entertainment Pty Ltd employees, franchisees, operators and agents must be adhered to and are given to ensure the safety of all jumpers using the Amusement Device.
- m) No glass or sharp objects are to be taken onto or within in 10 metres of the Amusement Device. It is the responsibility of the Lessee to ensure that the area provided for the erection of the jumping castle or Amusement Device is free of all sharp objects or any instrument or object which may damage or harm the jumping castle or Amusement Device. The Lessee is liable to any damage caused to the jumping castle unit caused by any object piercing the jumping castle or Amusement Device.
- n) All jumping castles and slides are to be used as 'dry' amusement devices unless a 'water slide or device' has been hired, which must be used in accordance with the operators instructions.
- o) Do not turn off or roll up the unit unless directed by an operator unless otherwise instructed in this agreement.
- p) Do not jump on the slide or rear walls of the castle as doing so may cause the collision of other riders within the Amusement Device.
- q) Riders should jump away from other patrons to avoid collision with other riders or patrons.
- r) Do not rebound off walls or columns as this may cause riders to collide with other patrons causing serious injury.
- s) A supervisor is required for Amusement Devices in operator at all times. Riders are not permitted to enter the device unless an attendant over the age of 18 years is present.

5. SPECIAL INSTRUCTIONS:

(The Amusement Device is reliable and has been tested to ensure is correct operation) – Should the unit begin to deflate:

- a) Remove any children from the jumping castle or Amusement Device through the entry of the jumping castle or via the emergency exit located in the roof of the jumping castle unit. To operate the emergency exit, simply pull back the Velcro roof of the unit and pull back.
- b) The motor may have stopped, in which case, check the electrical cord connection at the outlet and near the motor to ensure that the lead has not been pulled from the socket or connection point. Ensure that the main power is in the off position before attempting to reconnect any leads or connection.
- c) Check that the airflow to the motor has not been blocked and that the tubes to the castle are not twisted and block air flow from the motor. Turn off the power source to the motor/blower unit prior to removing plastic bags or other matter which may be blocking air flow to the motor/blower unit.
- d) Check that the tubes of the jumping castle have been snugly fitted to the blower motor and that they are secured.
- e) Your Amusement Device is fitted with a RCD safety switch. Ensure that a power surge or electrical fault has not ripped the safety switch located at the end of the extension lead of the amusement device. If this safety switch has been tripped, cease to use the Amusement Equipment immediately and contact your installer, local franchisee or local Spicey Kitchen Delights and Entertainment Employee.
- f) It is the responsibility of the Lessee to inform the installer or lesser of any underground sprinkler systems or cables which may be punctured or affected by the insertion of ground stakes for holding the device. No responsibility is taken for any damage caused to such underground services of the lessee or customer fails to notify the installer of such services. If you are unable to correct the problem, please call your installer on the phone number located on the front of your booking sheet.

6 safe operation acknowledgment:

The Lessee acknowledges that he/she has been instructed about and fully understands the safety operation of the Amusement Device or Jumping Castle that is subject of this rental agreement. The Lessee agrees to observe all safety precautions. The Lessee also represents and warrants the safe return of the jumping castle unit and accessories and hereby agrees to pay the full replacement cost price of the hired items or full cost of repairs if they are not returned or are returned in an unsatisfactory or damaged condition.

7. maintenance, alternations and attachments:

- a) Lessor warrants that the Amusement Device leased under this rental agreement will be in good working condition on the effective date of the rental agreement.
- b) No alteration in or attachment to the jumping castle or Amusement Device will be made without the prior written constant of the Lessor.

8. WARRANTY:

- a) Lessor warrants that the Amusement Device leased under this rental agreement will be in good working condition on the effective date of the rental agreement.
- b) The Lessors obligation under this rental agreement is limited to repair or replacement of the Amusement Device.

9. TITLE TO:

- a) The Lessee agrees to keep the Amusement Device in his/her custody and not sublease, rent, sell remove from the delivery address, or otherwise transfer such Amusement Device. The Amusement Device will remain the property of the Lessor and may be removed by the lessor at any time after the termination of this rental agreement.
- b) The Lessee is liable for the replacement cost of any Amusement Device for allowing or failing to prevent any unauthorised person from removing eh Amusement Device from the delivery address for any reason or as a result of breaching section 4, 6 or 9 of this agreement.

10. RELEASE OF LIABILITY:

- a) The Lessee shall be in charge of the Amusement Devices operation at all times and is fully responsible for it's operation while at the delivery address as well as the return of the jumping castle unit in good working order.
- b) The Lessor and its officers, employees, franchisees, agents is/ are not responsible for injury occurring to the Lessee or any other person using the Amusement Device and the Lessee further agrees to the Lessor and its officers, employees, franchisees, agents free and harmless against any inquiry or claims.
- c) The Lessee shall indemnify the Lessor and its officers, employees, franchisees and agents for any costs incurred due to claims from anyone and for attorney's solicitors and barristers fees and related costs involving the use and return of the Amusement Device, should legal action become necessary.
- d) The Lessee shall maintain a household Insurance Policy with Public Liability Cover for the date subject to this agreement and shall produce such a document on demand to the Franchisee,

Employee, Sub Contractor, Contractor or offices of the Lessor.

e) All injuries must be reported to Spicey Kitchen Delights and Entertainment Pty Ltd, employee, sub contractor or officer at the time of incident or to the attended without delay.

11. RAIN AND CANCELLATION POLICY:

a) During periods of severe weather conditions (ie excessive 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 this agreement or at the good will of the Lessor change the rental date. Should the Lessee choose to keep the booking date when offered by the Lessor to change the date, the booking cannot be changed and there will be no refund.

b) The Lessor reserves the right to determine appropriate weather and to offer an alternative booking date at its sole discretion.

c) No refund or credit may be obtained after accepting the Amusement Device and entering into this agreement.

d) The booking fee is payable for services provided at the time of booking. The Booking fee is non refundable but is transferable to a new date provided that the hire is rebooked within twelve months from the time of the booking which was cancelled subject to this hire agreement.

e) The Jumping Castle or Amusement Device shall not be erected in periods of rain or high winds.

f) The Lessee must monitor weather conditions throughout the hire and stop operating or allow patrons to enter in periods of wind or rain, which cause the ride or device to become unstable, dangerous or slippery.

g) If rain should occur during the event, the operator or supervisor shall stop patrons from entering the ride or device and upon such rain decreasing use towels or other suitable material to dry the base and surface area of the castle before allowing patrons to re-enter the device and as such, removing the likelihood of slip and fall accidents from any body of water which may be present.

12. REPRODUCTION, DISTRIBUTION AND COPYRIGHT:

a) The entire agreement, materials, property, Amusement Device(s), Jumping Castles, Logo's trademarks and Patents are the property of the lessor to which the Lessor own copyright©.

b) The Lessee shall not cause this document to be copied in part or whole without the written expressed permission of the company.

c) The Lessee shall not cause any third party to copy this document in whole or part of or any reason what so ever.

d) The Lessee shall not cause or allow any third party to conduct any tests, videotape, copy, phonograph or reproduce the Amusement Device subject to this agreement in part, section or whole under any circumstances.

e) The lessee shall not allow the Amusement Device subject to this agreement to be photographed, recorded or viewed on any website, domain or publication without the written expressed permission of the Lessor.

f) The Lessee is responsible and liable for any third party or allowing any third party to conduct any such testing, videotaping, recording or photographing of the Amusement Device or its publication in any of the media subject to this clause.

g) The Lessee shall notify the Lessor immediately of any breach or any breach of this clause by any third party.

h) A Breach of this clause by the Lessee shall hold the Lessee liable for the legal costs and damages of the Lessor including but not limited to a breach of this clause by any third party which the Lessee has allowed, permitted or otherwise has been negligent of its obligations to the Lessor in this agreement.

13. ENTIRE AGREEMENT:

The rental agreement constitutes the full agreement between the Lessor and Lessee. Time is of the essence in this rental agreement. The receipt of the Amusement Equipment that is subject of this rental agreement is in good working order and repair and this is so acknowledged by the lessee.

PRIVACY POLICY

By providing my personal information to Spicey Kitchen Delights and Entertainment Pty Ltd, I acknowledge and consent that Spicey Kitchen Delights and Entertainment Pty Ltd can collect, use and disclose my personal information or purposes relating to any current or future hire.

I acknowledge that I can access further information on how Spicey Kitchen Delights and Entertainment Pty Ltd handles my personal information by accessing the Spicey Kitchen Delights and Entertainment Pty Ltd Charter.

I,.....(the Lessee)
of.....

..... have read the terms and conditions of this rental agreement and by signing my name here to, understand and agree to the terms and conditions of this agreement. I acknowledge the release of liability of the Lessor during the term of this agreement and acknowledge that I am responsible for all patrons and riders on the Amusement Device while in my care during the course of the hire agreement. I acknowledge that the representative of Spicey Kitchen Delights and Entertainment Pty Ltd has shown and explained the operation of the Amusement Device to me and I understand the safe and correct operational procedures of the jumping castle.