



TERMS AND CONDITIONS

Please read the following terms and conditions carefully prior to completing payment details.

It is a condition of hiring equipment from FUN HQ that the hirer accepts the terms and conditions below which constitute the whole of the contract. These terms and conditions shall be the only terms and conditions on which the Fun HQ will provide equipment to the hirer.

1. PAYMENT TERMS

- 1.1 To secure the booking the hirer must pay in full or a \$100 deposit with remaining due 2 weeks prior to the date.
- 1.2 Payment can be made via direct deposit, PayPal or via credit card (credit card transactions will incur a transaction fee of 2.2%. This cost is acquired by credit card processing facilities and is unfortunately unavoidable.)
- 1.3 The Hirer must pay a bond of \$100 to FunHQ via direct deposit (no cash) upon delivery of the equipment. The bond will be refunded after the items are returned or collected in the same condition and cleanliness in which they were hired out, within delivery times and items packed up unless otherwise arranged.
- 1.4 The Fun HQ reserves the absolute right to retain the bond if the hirer breaches any of these terms and conditions.

2. EQUIPMENT

- 2.1 The equipment remains the exclusive property of Fun HQ and the hirer has no legal or equitable interest in the equipment or will not lend, sell or assign any hired equipment
- 2.2 The hirer must inspect the equipment to determine whether the equipment is in working condition and good order. If the hirer believes the equipment is not in accordance with the Hire Agreement or is malfunctioning, they must notify Fun HQ within two (2) hours of receipt of the equipment by phone, message or email.
- 2.3 At the end of the hire period the hirer must make available for collection in the same condition as at the commencement of the hire period.
- 2.4 Throughout the hire period the hirer agrees to:
 - (a) At all times exercise absolute care and diligence in the use of the equipment in accordance with the equipment instructions as issued by the owner or in accordance with the manufacturer's specifications;
 - (b) Not tamper, interfere, repair or attempt to repair any equipment;
 - (c) Ensure the equipment is safe at all times throughout the hire period;
 - (d) Be responsible for all accidental damage to the equipment throughout the hire period;
 - (e) Be responsible for all damage or loss to the equipment caused by theft, malicious damage, or any other unlawful act that occurs throughout the hire period;
 - (f) Ensure at all times throughout the hire period equipment is stored safely and securely;
 - (g) In the case of bad weather, provide suitable protection of any equipment for the duration of the hire period;
 - (h) Not permit any person, including a child, to improperly or unsafely use the equipment throughout the hire period.
- 2.5 In the event the equipment is not available for collection by FUN HQ or delivery by the hirer, at the end of the hire period Fun HQ reserves the right to charge a late fee until the equipment is available for collection
- 2.6 The hirer will be held responsible for any damaged or missing equipment for the duration of the hire period. In the event the equipment is lost, stolen or damaged* during the hire period the hirer will be liable for the full costs of replacing of any lost or stolen equipment, the repair of any damaged equipment, and if in the sole discretion of Fun HQ, the replacement of any equipment which they determine is damaged beyond repair.

*Damage includes but is not limited to;

- Tears in equipment including vinyl or bouncy castle
- Stains left on equipment including vinyl or bouncy castles due to food or face or glitter paint
- Damage to equipment due to being left in rain or direct sunlight
- Damage to the structure of the equipment due to incorrect or malicious use
- Damage to EVA mats caused by high heel shoes, chairs, gazebo legs or pegs

- 2.7 In the event that the equipment is not available for collection by Fun HQ within seven (7) days of the expiry of the hire period the equipment will be deemed to have been lost, stolen or damaged and the hirer will be liable to the owner to pay the full amount of replacing this equipment within fourteen (14) days of the expiry of the hire period.

3. RESPONSIBILITIES OF THE HIRER

- 3.1 The Hirer agrees to the following "**Rules for Use**"
 - Equipment must be set up on flat, level, dry, clean ground that is free from obstructions
 - No cake, food or drink to be consumed on play equipment
 - No glass, drinking glasses or bottles to be used on or near the equipment
 - No face painting, glitter paint, party poppers or silly string to be used on or near the equipment
 - Children must be supervised by a responsible adult **at all times.**

- Equipment to be used for intended purpose ONLY
- For use within age range 6 months-5 years old along with weight and size restrictions are detailed on website
- Animals please keep them away from and off the equipment
- Soft play must not get wet or be used in full sun as the equipment becomes very HOT
- No shoes on any equipment except for shoes MUST be worn on coasters and ride-ons
- No buckles, loose clothing or accessories to be worn on equipment
- Use all safety equipment provided where applicable
- Bouncy castles cannot be used on windy days and need to be inflated with all securing pegs or sandbags supplied
- All assembly must be done by a responsible adult in accordance with instructions

3.2 The Hirer acknowledges that under no circumstances will Fun HQ be held liable for any injury caused by or arising from the play equipment supplied and the hirer hereby releases Fun HQ from any loss or damage howsoever arising whether arising under statute, from negligence, personal injury, death, property damage, infringement of third party rights, or any indirect, special or consequential damages or injury to any person, corporation or other entity.

3.3 The Hirer accepts responsibility to return the items in the same state of repair and cleanliness as when delivered. A cleaning fee of \$50 per hour will apply where the equipment is returned in an unacceptable condition

4. WARRANTIES

4.1 If the Hirer is a 'consumer' of goods or services within the meaning of that term in the fair trading act 1987 (WA) or similar legislation, then the Hirer will have the benefit of certain non-excludable rights and remedies in respect of the play equipment and nothing in these terms of hire excludes, restricts or modifies any condition, warranty, right or remedy which is conferred pursuant to the Fair Trading Act or similar legislation.

5. LIMITATION OF LIABILITY

5.1 The Hirer acknowledges that they bear all risk in the equipment for the full duration of the Hire Period.

5.2 To the full extent permitted by law the Hirer hereby releases the Fun HQ from any liability for any loss or damage suffered, or for any injury sustained, by the Hirer or any of its employees or agents for the full duration of the Hire Period.

5.3 The Hirer agrees to indemnify the Owner from any liability resulting from improper use of any Equipment or failure to comply with any prescribed instructions.

5.4 The Hirer agrees to release, and agrees to indemnify, Fun HQ respect of any third-party claims arising from damage or injury caused either directly or indirectly to a person or to property out of the hire or use of the Equipment during the Hire Period

5.5 This clause survives the termination or natural expiration of this Hire Agreement between the Fun HQ and the Hirer.

5.6 In the event that the equipment that has been hired becomes unavailable due to damage or theft, FUN HQ reserves the right to substitute the equipment with a product that is comparable and similar in functionality to the current items(s) hired. If a comparable and similar equipment is not available, FUN HQ will process a full refund. FUN HQ shall not be liable for any loss or damages arising out of FUN HQ's inability to provide equipment due to damage or theft.

5.7 Other than as required by law, FUN HQ make no representation and give no warranty to the Hirer in relation to the usability and functionality of the equipment.

6. CANCELLATION

6.1 Cancellations must be made in writing via email to emma@funhq.com.au

6.2 Cancellations in excess of 14 days prior to the booking date will be issued a full refund of all monies paid. If the booking is cancelled within 14 days of the booking date, then all monies paid will be will forfeited

6.3 During periods of severe weather conditions (electrical storms, high winds, flooding etc) Fun HQ have the right to cancel a booking. All monies will be refunded in the event of this occurring.

6.4 Cancellations due to undesirable weather or unforeseen circumstances, no refunds will be allowed however FUN HQ will provide you with a credit to be used within six (6) months of your cancelled party. Under no circumstances are booking transferrable

7. DISPUTE RESOLUTION

7.1 The hirer hereby charges any interest it has in any real or personal property with the payment of the play equipment and grants to Fun HQ the legal right to lodge a caveat or similar security against such interests.

7.2 The Hirer hereby indemnifies Fun HQ against all costs, disbursements and expenses including, but not limited to, legal costs relating directly or indirectly to the payment of the hire of the play equipment including the costs of lodging a caveat or similar security and all incidental solicitor's costs on an indemnity basis.

7.3 If a clause is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions of these Terms and Conditions.

7.4 Any variations to these Terms and Conditions must be in writing and signed by Fun HQ and the Hirer.

8. DELIVERY AND COLLECTION OF EQUIPMENT

8.1 A prearranged date and time will be agreed between the Hirer and Fun HQ for the delivery and the collection of the hired Equipment.

8.2 The Hirer grants Fun HQ the right to enter the property at the street address specified by the Hirer for the delivery and subsequent collection of the equipment at the pre-arranged time.

8.3 The delivery and collection times referred to above may change as Fun HQ seems necessary to accommodate additional hires for the same date as the Hirers. The hirer will receive an email no later than 2 days before the hire date to confirm the delivery and collection time.

- 8.4** It is the Hirers sole responsibility to ensure that the delivery address provided is correct. Fun HQ will not be held liable for late or non-delivery due to incorrect address information provided. Should the Hirer provide and incorrect address or is not at the specified address within 10 minutes of the scheduled delivery time, Fun HQ are not obligated to delivery the equipment or allow the equipment to be used and monies paid will be forfeited.
- 8.5** Unless otherwise agreed to, the weekend hire does not include set up or dismantling the equipment. If you require Fun HQ to breakdown on your behalf, Fun HQ, reserves the right to charge \$39 set up and pack down fee. The amount will be deducted for your bond. Ball pit balls and giant LEGO are required to be collected and put back into the bags provided prior to pick up
- 8.6** Delivery day hire is between 8am and 5pm, if you require a later collection after 5 pm, \$40 per hour will be charged unless agreed by Fun HQ
- 8.8** As most our equipment is bulky, the hirer must ensure the suitable access to and from the site of the proposed set up of the Equipment is adequate to suit the mode of delivery and collection. Fun HQ reserves the right to request further information
- 8.9** A high-risk delivery fee may be charged should it be deemed necessary which include premises that have more than 10 stairs or where the set-up area is more than 50m from the delivery vehicle. This fee is \$150 and will be added to your invoice on booking or deducted from the bond.
- 8.10** Fun HQ reserves the right to cancel a booking should you fail to bring to our attention any obstacles that may cause the movement of the equipment from our 3 meter long high top van to the setup area to be deemed unsuitable. All monies paid will be forfeited.
- 8.11** Fun HQ shall not be liable for any loss or damages should Fun HQ be unable to deliver the hired equipment due to accident or misfortune. In this event the Hirer will be issued a full refund.

9. MISCELLANEOUS

- a. Failure by the Owner to enforce any of their rights under the terms of this Hire Agreement shall not be construed as a waiver of any of the Owners rights.
- b. If any term or condition under this Hire Agreement is unenforceable it is to be read down to be enforceable, or if it cannot be read down then the unenforceable term shall be severed from this Hire Agreement without affecting the enforceability of any other clause.
- c. The Hirer shall be bound by these Terms & Conditions regardless of whether they were signed by the Hirer themselves or their agents, employees, representatives or contractors.
- d. Fun HQ respects the Hirer's privacy and complies with the Privacy Act 1998(Cth). Fun HQ may gather and process information which the Hirer provides, such as the Hirer name, address, email address and other personal information and Fun HQ may use the information acquired to offer the Hirer goods and services.

ACKNOWLEDGMENT OF TERMS & CONDITIONS ON BOOKING

The Hirer hereby acknowledges receipt of these Terms & Conditions, having read and agreed to be bound by them. We further acknowledge that we have had the opportunity of obtaining independent legal advice and that we understand the Terms & Conditions outlined above.

A massive "thanks" we couldn't do without your support!