

TERMS AND CONDITIONS OF HIRE:

1. Interpretation

1.1 In these terms and conditions:

- "Smart Amusements". mean Smart Amusements Pty. Ltd. and any related body corporate as defined in the Corporations Act 2001 and its agents, successors and assigns.
- "Hirer" means any person, company or organization, that has an agreement to hire products or services from Smart Amusements Pty. Ltd.

2. Event Area Facilities

2.1 The Hirer shall provide a safe, properly constructed and, where applicable, sheltered area for the equipment. Smart Amusements shall be allowed reasonable vehicle access to the venue, at the agreed time, prior to commencement of the event and shall also be allowed adequate time and access to remove equipment after the hours of agreed operation have expired.

3. Payments

- 3.1 A deposit of 20% deposit will be required to secure your booking and the final payment must be paid in full at least 24hrs prior to the booking date.
- 3.2 We accept cash, company cheque, direct deposits, Visa and MasterCard. A 4% credit card transaction fee will be applied to all payments made by American Express.
- 3.3 Payments are non-refundable unless otherwise agreed in writing by Smart Amusements.
- 3.4 The Hirer agrees to pay all amounts due in clear funds within Smart Amusements agreed timeframe. The Hirer agrees that if it fails to pay in accordance with this clause, Smart Amusements may:
- Charge a late payment fee of 5% on all amounts paid after the due date.
 - Charge interest on debts at 20% per annum
 - Charge a dishonour handling fee in the amount of \$95.00
 - Recover all collections costs and expenses incurred collecting overdue accounts (refer item 10)
 - Withhold supply
 - Sue for money owing on the goods or services provided.

4. Possible Additional Costs

- 4.1 Any Parking Fees incurred by Smart Amusements during the setup, running the event, and pack up will be recovered from the Hirer.
- 4.2 Our prices are base on using metal pegs to secure inflatables onto grassed surfaces. If setup is on a hard surface, or we cannot peg into the grassed surface, an additional charge for concrete weights will be required.
- 4.3 Set-up and pack-up times are allocated to each event based on equipment being hired. Our fee is based on these times and the removal of the equipment immediately after your booking has been completed. If an early set-up or a late removal is required then an additional fee may apply.
- 4.4 Charges are based on delivering equipment to flat level venue that have good vehicle access. If the venue has difficult access an additional set-up charge may apply.
- 4.5 The Hirer is responsible for providing power for the equipment. We can advise on Generator requirements and suitable suppliers, if power is not available on site.

5. Safety

5.1 The Hirer agrees to observe the rules of usage at all times. Any failure to observe same will be a breach of the contract that may result in the amusement being closed down.

5.2 The Hirer is responsible for a safe and workable environment for the operators and users of the equipment and agrees to provide sufficient security personnel, in accordance with State law, to ensure full supervision of the venue and prevent the entry of undesirables and to ensure appropriate behaviour of the users and the audience.

6. Insurance

- 6.1 Smart Amusements has \$20 million public liability insurance that only covers personal injury, damage or death resulting from equipment failure or negligence by Smart Amusements. 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.
- 6.2 If Smart Amusements is not supervising the use of equipment then Smart Amusements does not accept any responsibility for personal injury, damage or deaths sustained by the Hirer or the users of the equipment unless such incident is occasioned through a malfunction of the equipment, which has not been occasioned by the Hirer or their users, or any breach of the rules which are set out in the written directions/instructions. Under these conditions, the Hirer should arrange their own insurance for public liability.

7. Return Of Goods (Hirer Operated Equipment)

7.1 The Hirer agrees to return the equipment in good, clean, sound working order and any damage or breakage occurred through the usage by the Hirer shall be the responsibility of the Hirer to make good, replace or repair such breakage, damage or loss. All food equipment is to be returned washed and clean or a cleaning fee will apply.

8. Equipment Failure

8.1 Every effort is made to have the equipment you have booked available for the day of your event. In the unlikely circumstance of the equipment being deemed non-operable due to damage, or other unforeseeable circumstances, Smart Amusements reserves the right to provide an alternate piece of equipment in order to successfully fulfill your booking.

9. Cancellation

- 9.1 In the event of bad weather you must notify Smart Amusements a minimum of 24hrs before your event is due to start if you wish to postpone your event. Payments can be transferred to another booking with Smart Amusements within a twelve month period.
- 9.2 If during, or prior to, an event it becomes unsafe to operate equipment due to changing weather condition, Smart Amusements may, at their discretion, cancel the operation of rides and equipment (Australian Standard A3533.2 applies) for any period of time, full payment will still be required.

10. Default

- 10.1 If the Hirer Fails to pay for any goods or services or other-wise breaches the agreement with Smart Amusements, then Smart Amusements or its agents may enter upon the Hirer's premises (doing all that is necessary to gain access) and take possession of the goods Smart Amusements has supplied.
- 10.2 Smart Amusements reserves the right to report a Hirer's delinquent account to a credit reporting agency should payment remain outstanding for more than 60 days.
- 10.3 Smart Amusements may refer a delinquent account for debt collection or issue legal proceedings to recover any outstanding invoices. Should an account be referred for debt collection the Hirer acknowledges and agrees to pay debt collection charges. The Hirer shall also be liable for interest and all legal recovery costs associated with such action.