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TERMS AND CONDITIONS AGREEMENT

Welcome to Bubs & Tots Soft Play. Prior to submitting a booking and completing payments, please read the following terms and conditions carefully:

ACCEPTANCE OF THE TERMS:

- The Hirer accepts the terms and conditions agreement by submitting the booking form provided by Bubs & Tots Soft Play.
- These Terms and Conditions agreement acts as legal contract between Bubs & Tots Soft Play and the Hirer.
- It is recommended to keep a copy of these terms and conditions agreement for your records

1. PAYMENT TERMS:

- 1.1 To secure a booking the Hirer must pay in full or a 50% deposit. The outstanding balance must be paid 2 weeks prior to the booking date.
- 1.2 If the service is booked 2 (two) weeks prior to the date of the event, payment must be made in full.
- 1.3 Payment can be made via:
 - 1.3.1 Bank Transfer,
 - 1.3.2 Direct Deposit,
 - 1.3.3 Debit Card,
 - 1.3.4 Credit Card
 - 1.3.5 PayPal
- 1.4 The Hirer must pay a bond deposit of \$200 at the time of booking which will be refunded only if the soft play equipment is returned completely clean, dry, not damaged, not stained, not moved and ALL play balls are inside the ball pit at time of pick-up. Bubs & Tots Soft Play reserve the right to retain the bond if the Hirer breaches any of these terms and conditions.

2. RULES OF PLAY:

- 2.1 The Hirer understands and accepts the following Rules of Play:
 - 2.1.1 Any kind of shoes are strictly prohibited in any soft play area and ball pit, especially high heels. Children and adults must wear socks in the soft play area and ball pits at all times.



2.1.2 Adults accompanying children in the soft play area must not sit on or make use of the soft play equipment (this excludes EVA floor mats).

2.1.3 Bubs & Tots Soft Play only allows the soft play equipment and ball pits to be used by the adequate age group and number of children that is appropriate for each selected package. Please refer to the notes on each package when booking.

2.1.4 Ensure children are not behaving in a manner likely to injure or cause distress to others.

2.1.5 Equipment to be used for the intended purpose only.

2.1.6 Equipment to be used on a clean, flat dry levelled ground.

2.1.7 Only toys and equipment provided by Bubs & Tots Soft Play are allowed in the soft play area and ball pit.

2.1.8 No chairs, gazebos, tents are allowed on the soft play area (no exceptions);

2.1.9 No face painting, glitter paint, silly string, party poppers to be used on or near the soft play area and ball pit.

2.1.10 No Food, drinks and cake consumption within or near the soft play area and ball pits.

2.1.11 No glass, drinking glasses or bottles are allowed near or in the soft play area and ball pit.

2.1.12 No smoking or barbeques near the soft play area and ball pit.

2.1.13 No animals to be near or in the soft play area and ball pit.

2.1.14 No sharp objects near or in the soft play area and ball pit.

2.1.15 No buckles, loose clothing or accessories to be worn in the soft play area and ball pit.

2.1.16 Soft play equipment and ball pit must not get wet or be fully exposed to the sun as the equipment can become slippery and/or hot.

2.1.17 Children must be supervised by a responsible adult at all times. Children aged under 2 need a hands-on supervisor at all times.

2.2 The Hirer acknowledges that under no circumstances will Bubs & Tots Soft Play be held liable for any injury caused by or arising from the soft play equipment supplied and the Hirer hereby releases Bubs & Tots Soft Play 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.

2.3 The Hirer accepts responsibility to return the items in the same state of repair and cleanliness as when delivered. A cleaning fee of \$60 per hour will apply where the equipment is returned in an unacceptable condition.



3. EQUIPMENT

3.1 All Equipment supplied on hire remains the exclusive property of Bubs & Tots Soft Play and the Hirer has no legal or equitable interest in the Equipment or any part thereof. The Hirer shall not sell or offer for sale, assign, mortgage pledge, underlet, lend or otherwise part with possession of the item/s or any part of the item/s, and shall not, without written consent from Bubs & Tots Soft Play, remove the item/s from the delivery address. The Hirer will protect the item/s against distress, execution or seizure and indemnify Bubs & Tots Soft Play against all losses.

3.2 Throughout the hire period the Hirer agrees to:

3.2.1 At all times exercise absolute care and diligence in the use of the equipment in accordance with the equipment instructions as issued by Bubs & Tots Soft Play or in accordance with the manufacturer's specifications;

3.2.2 Not tamper, interfere, repair or attempt to repair any equipment;

3.2.3 Ensure the equipment is safe at all times throughout the hire period;

3.2.4 No smoking or barbecues near the equipment;

3.2.5 Be responsible for all accidental damage to the equipment throughout the hire period;

3.2.6 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;

3.2.7 Ensure at all times throughout the hire period equipment is stored safely and securely;

3.2.8 In the case of bad weather, provide suitable protection of any equipment for the duration of the hire period;

3.2.9 Not permit any person, including a child, to improperly or unsafely use the equipment throughout the hire period.

3.3 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.

3.4 In the event the equipment is not available for collection by Bubs & Tots Soft Play, at the end of the hire period Bubs & Tots Soft Play reserves the right to charge a late fee of \$100.00/Hour until the equipment is available for collection.

3.5 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 Bubs & Tots Soft Play,



the replacement of any equipment which they determine is damaged beyond repair.

3.5.1 *Damage includes but is not limited to;

3.5.1.1 in equipment including vinyl, soft play or ball pit.

3.5.1.2 Stains left on equipment including vinyl, soft play or ball pit due to food or face or glitter paint.

3.5.1.3 Damage to equipment due to being left in rain or direct sunlight.

3.5.1.4 Damage to the structure of the equipment due to incorrect or malicious use.

3.5.1.5 Damage to EVA mats caused by high heel shoes, chairs, gazebo legs or pegs.

3.6 In the event that the equipment is not available for collection by Bubs & Tots Soft Play 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.

4. DELIVERY OF EQUIPMENT

4.1 A pre-arranged date and time will be agreed between the Hirer and Bubs & Tots Soft Play for the delivery and the collection of the hired Equipment.

4.2 The Hirer grants Bubs & Tots Soft Play 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.

4.3 Delivery and collection are between 8:00 A.M. and 5:00 P.M., if you require a later collection after 5:00 P.M., \$100 per hour will be charged unless agreed by Bubs & Tots Soft Play.

4.4 The delivery and collection times referred to above may change as Bubs & Tots Soft Play seems necessary to accommodate additional hires for the same date as the Hirers. The Hirer will receive an email no later than 4 days before the hire date to confirm the delivery and collection time.

4.5 It is the Hirer's sole responsibility to ensure that the delivery address provided is correct. Bubs & Tots Soft Play will not be held liable for late or non-delivery due to incorrect address information provided. Should the Hirer provide an incorrect address or is not at the specified address within 10 minutes of the scheduled delivery time, Bubs & Tots Soft Play are not obligated to deliver the equipment or allow the equipment to be used and monies paid will be forfeited.

4.6 A high-risk delivery fee may be charged should it be deemed necessary which include premises (Public Park, Shopping Centre, Malls,



Halls, Community Centre, Private Residence, Venues, Etc.) 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.

4.7 Bubs & Tots Soft Play 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 vehicle to the setup area to be deemed unsuitable. All monies paid will be forfeited.

4.8 Bubs & Tots Soft Play shall not be liable for any loss or damages should Bubs & Tots Soft Play be unable to deliver the hired equipment due to accident or misfortune. In this event the Hirer will be issued a full refund.

4.9 Bubs & Tots Soft Play offer free local delivery within 20 Km from our Brabham location. Distance is calculated using Google Maps. After 20 Km, a delivery fee of \$4 per kilometre applies. For example, if you live 22 Km from our location that will incur a delivery fee of $\$4/\text{Km} \times 2 = \8 .

5. WARRANTIES

5.1 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 1987 (WA) or similar legislation.

6. LIMITATION OF LIABILITY

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

6.2 To the full extent permitted by law the Hirer hereby releases Bubs & Tots Soft Play 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.

6.3 The Hirer agrees to indemnify Bubs & Tots Soft Play from any liability resulting from improper use of any Equipment or failure to comply with any prescribed instructions.

6.4 The Hirer agrees to release, and agrees to indemnify Bubs & Tots Soft Play in 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. This clause survives the



termination or natural expiration of this Hire Agreement between Bubs & Tots Soft Play and the Hirer.

6.5 In the event that the equipment that has been hired becomes unavailable due to damage or theft, Bubs & Tots Soft Play 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, Bubs & Tots Soft Play will process a full refund. Bubs & Tots Soft Play shall not be liable for any loss or damages arising out of Bubs & Tots Soft Play 's inability to provide equipment due to damage or theft.

6.6 Other than as required by law, Bubs & Tots Soft Play make no representation and give no warranty to the Hirer in relation to the usability and functionality of the equipment.

7. CANCELTATION AND REFUNDS:

7.1 Cancellation terms apply once a booking has been accepted.

7.2 Cancellations must be made in writing, via email, to info@bntsoftplay.com.au

7.3 Cancellation notice in excess of 14 days prior to the hire date is required. If the booking is cancelled in excess of 14 days prior to the hire date, the Hirer will be issued a full refund of any monies paid. If the booking is cancelled within 14 days of the hire date, then all monies paid will be forfeited.

7.4 During periods of severe weather conditions (electrical storms, fires, high winds, flooding etc), Bubs & Tots Soft Play reserve the right to cancel a booking. All monies will be refunded in the event of this occurring. Bubs & Tots Soft Play shall not be liable for any loss or damages arising out of Bubs & Tots Soft Play's decision to cancel a booking under any of these circumstances.

7.5 If the Hirer cancels due to undesirable weather, this will be handled as per clause 7.3

7.6 If the Hirer cancels due to unforeseen circumstances, Bubs & Tots Soft Play will provide the Hirer with a credit to be used within twelve (12) months of your cancelled party. If the credit is not used within the twelve (12) months period, any money paid by the Hirer will be forfeited.

7.7 For active bookings made that are subject to a postponement agreement such as;

7.7.1 government-mandated restrictions,

7.7.2 agreed on postponement due to illness, Bubs & Tots Soft Play, it will be handled as per clause 7.6.

7.8 Under no circumstances are bookings transferrable.



8. TERMINATION OF CONTRACT

8.1 In the given case the Hirer has failed to pay in full, two weeks prior the event, Bubs & Tots Soft Play has the right to terminate the contract, and all monies paid will be forfeited.

8.2 The Hirer is responsible to provide a clear and suitable area for setting up the equipment. Bubs & Tots Soft Play will not be responsible for moving furniture or any other equipment in order to be able to set up the equipment.

8.3 If the place is deemed unsuitable (uneven, wet, dirty, cluttered, not clear of debris, unprotected from weather) Bubs & Tots Soft Play reserves the right to terminate the contract and all monies paid will be forfeited.

9. DISPUTE RESOLUTION

9.1 The Hirer hereby charges any interest it has in any real or personal property with the payment of the play equipment and grants to Bubs & Tots Soft Play the legal right to lodge a caveat or similar security against such interests.

9.2 The Hirer hereby indemnifies Bubs & Tots Soft Play 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.

9.3 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.

9.4 Any variations to these Terms and Conditions must be in writing and signed by Bubs & Tots Soft Play and the Hirer.

10. PRIVACY:

10.1 Bubs & Tots Soft Play respects the Hirer's privacy and complies with the Privacy Act 1988. Any personal information the Hirer provides Bubs & Tots Soft Play in order to supply Equipment according to this agreement, will be dealt with pursuant to the privacy laws.

10.2 For more information, please review our Privacy policy.

11. MISCELLANEOUS

11.1 Failure by Bubs & Tots Soft Play to enforce any of their rights under the terms of this Hire Agreement shall not be construed as a waiver of any of Bubs & Tots Soft Play's rights.



11.2 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.

11.3 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.

ACKNOWLEDGMENT OF TERMS & CONDITIONS AGREEMENT ON BOOKING

The Hirer hereby acknowledges receipt of these Terms & Conditions, having read and agreed to be bound by them.

