



## Terms and Conditions

It is the responsibility of the hirer (you) of the soft play equipment from PlushPlay – Mobile Soft Play Hire, to ensure that all possible steps are taken to avoid injury to third parties or possible damage to the equipment. PlushPlay accepts no responsibility and will not be held liable for any injury whilst using the equipment.

Please ensure that the following Safety Instructions are followed under all circumstances:

1. A responsible adult must always supervise the equipment and ensure that it is being used within the parameters explained in these Terms and Conditions.
2. No food or drinks or chewing gum is allowed on or near the equipment. This will avoid breaching health and safety regulations as per our insurance requirements. You (the hirer) are to ensure that the equipment is kept in a clean condition.
3. The equipment is designed for children the age of six (6) and under. Please ensure no kids older than this age use the equipment.
4. All shoes, jewellery, badges etc. **MUST** be removed before using the equipment. You will ensure that children do not wear shoes or have items in their pockets while using the equipment.
5. All toddlers must wear a nappy and/or clothing of some sort. The hirer will be charged for any stains made on the equipment.
6. No animals, toys or sharp instruments to be allowed on or near the equipment.
7. Do not allow any substances to come into contact with the equipment. This includes but is not limited to; face paint, bubbles, liquids, party streamers etc.
8. No smoking or alcohol near the equipment.
9. Ensure that no children who are presenting signs of illness or infection are using the equipment as this may encourage the spread of germs.
10. All children **MUST** sanitise their hands before using the equipment. Sanitiser is provided with all our packages.
11. Please discourage children from running onto the equipment as this poses a potential risk for them to run into each other or to trip on the matting. PlushPlay – Mobile Soft Play Hire is **NOT** to be held liable for any injury incurred during the use of the equipment.





12. You will ensure adequate shade and sun safe measures are taken to minimise the risk of heat related illness and/or sunburn. Ensure children are wearing hats and sunscreen. Please do not allow the equipment to sit in the sun as it will become hot to touch. Do not allow children to play on hot equipment. If shade is required, gazebos are available to hire for \$10 per hour.
13. **Ball Pit Specific Conditions –**
  - (a) We understand that some balls may get lost, however if there seems to be a large number (i.e. more than 25) missing then you will be charged a \$15 replacement fee per 25 balls.
  - (b) Always ensure that the ball pit is not overcrowded, and limit numbers according to the age and size of children using it. Try to avoid large and small children from using it at the same time.
  - (c) The Large ball pit has high sides which small children may need help with as they enter and exit.
14. In the event you wish to extend the hire period of our party and custom packages on the day of hire, \$100 will be charged per hour it is extended.
15. You are advised that if there is excessive mess on the equipment, a cleaning fee of \$50 will be deducted from the security bond paid. Whilst we are happy to perform routine cleaning, additional cleaning takes more time and will be charged accordingly.
16. You should advise at the time of booking if there are stairs to the hire site, a \$50 stairs fee will be applied to the invoice if there is one or more flights of stairs required. If at the time of set up, stairs are present a \$50 stairs fee for every flight of stairs encountered will be deducted from the security bond or charged accordingly. A flight of stairs is defined as being a set of 10-12 steps.
17. **Deposits and Cancellation Terms:**
  - a) A 50% non-refundable deposit must be paid to secure the booking. The remaining balance plus the refundable security bond is to be paid 2-5 days prior to hire date. Delivery will not take place unless full payment has been made.
  - a) Once the 50% non-refundable deposit has been paid, you are bound by our terms and conditions.
  - (b) Cancellations made for any reason after the 50% non-refundable deposit is made will not be refunded or credited.
  - (c) If you have made a booking for an outdoor set up, you should make every effort to find a suitable indoor arrangement in the case of unsuitable weather. If an indoor option is not available then at the agreement





of PlushPlay, we will cancel the booking and hold any funds paid as a credit for any future bookings made within two years of your cancellation date.

- (d) Cancellations received between 0-7 days after full payment has been made will not be refunded or credited. This does not include the refundable security bond (if paid) which will be released back to you.
  - (e) All cancellations must be made in writing to [plushplaymobile@gmail.com](mailto:plushplaymobile@gmail.com).
  - (f) Cancellation terms apply once booking has been accepted, either verbally or in writing, and take preference over any such terms in client's standard terms.
18. In the event, PlushPlay arrive at the hire site and the adequate space is not available to set up the items, the hirer will not be refunded for any items that do not fit in the space provided.
19. The hirer will make every reasonable effort to ensure adequate access is provided to the location, including but not limited to:
- (a) provide space in driveways for the PlushPlay van to park,
  - (b) hire site is free from obstruction, furniture or bulky equipment,
  - (c) hire site is free from pets and young children.
20. Please do not disassemble or move equipment unless permission has been provided by a PlushPlay representative. Please ensure children are not playing on the equipment at the time of pack up. It is unsafe for children to be playing whilst it is being dismantled and moved from the hire site.
21. Should any hired item be stolen, destroyed or irreparably damaged from any cause whatsoever, excepting the negligence of the owner, its servants or agents, you will be liable to pay the replacement value as nominated by PlushPlay management. If individual parts are lost, cost of part or whole product will be charged. In the event of loss or theft of the items supplied, you must provide the following:
- (a) A police report in the case of theft; and
  - (b) A signed statutory declaration in the case of loss.
22. The item/s shall remain the sole and absolute property of PlushPlay and you 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 PlushPlay, remove the item/s from the delivery address. You are requested to protect the item/s against distress, execution or seizure and indemnify PlushPlay against all losses.





23. PlushPlay will only operate within accepted standards of Health & Safety and our staff on site, reserve the right to refuse any services that contravene those standards or the terms of our insurance.
24. PlushPlay respects your privacy and complies with the Privacy Act 1998(Cth). PlushPlay may gather and process information which you provide, such as your name, address, email address and other personal information and PlushPlay may use the information acquired to offer you services rendered.

#### **DIY Take Home Plush Packages ONLY**

25. **DIY Take Home Plush Packages** – *In addition to the above terms and conditions:*
  - a) Delivery – Items will be left at your front door at the time agreed with PlushPlay; you are responsible for the items from the time of delivery until the time PlushPlay staff collect the items from you.
  - b) Items provided **MUST** only be setup at the residential address the items were delivered to. Items are **STRICTLY** prohibited from being transported to setup at other locations such as a parks or venues.
  - c) **STRICTLY** no food, drinks, sharp items, face paint or shoes are to be used on the equipment.
  - d) Responsible adult supervision is required at all times.
  - e) Equipment must only be used by children aged 0-6 years of age.
  - f) In the event items are returned in an unacceptable condition, your bond will be forfeited.
  - g) Items should be wiped down prior to pickup with disinfectant spray provided by PlushPlay. In the event the items are dirty at time of pickup, a \$50 cleaning fee will be deducted from your Security Bond.
  - h) If setting up equipment outdoors, a tarp will be provided. You will be required to first lay out the tarp before you assemble the EVA gym tiles together.
  - i) Pickup – Items are required to be left at a safe location at the time agreed by PlushPlay in the same arrangement as delivery. We advise our customers to take a picture of the items at delivery so that they can rearrange it for pickup. In the event the items are not ready for pickup when PlushPlay arrive, you will be charged \$50 per 30min labour (deducted from the Security Bond) for the time it takes PlushPlay to wipe down the items and load the van.

