

# TERMS & AGREEMENTS

## Definitions

“Customer, You, Your” means the person, firm or corporation conducting the event or party and any officer employed, or agent of person, who signs this, or any other document with CoC, on the person’s behalf;

“Product, Equipment, Entertainment” means any equipment supplied to you by CoC;

“Us, we, our or CoC” means Castles on Command, Vortex Enterprises Pty LTD and includes any Related Companies and any Directors, employees, agents and officers;

“Participants, Patrons” means children or adults participating in the use of the equipment/attractions; and

“Related Company” means any related body corporate within the meaning of section 50 of the *Corporations Act 2001* (Cth).

Please read & tick/sign (where applicable) to confirm that you have read, understood and agreed to our terms and conditions and that we have booked in exactly what you have booked and haven’t left anything out. We will take no responsibility if what you have booked is not what is on the invoice unless you check and advise us of the problem. By booking with us you are bound by our Terms and Conditions. Nothing said on the day by any of our staff will override these terms and conditions without the written consent by our office staff.

In addition to these terms you must also read our safety guidelines and stay safe guidelines pages and understand your obligations and responsibilities

- [Safety Guidelines](#)
- [Stay Safe Guidelines](#).

WARNING: Our amusements constitute dangerous recreational activities that carry inherent risk. A recreational activity includes any sport, activity pursued for enjoyment, relaxation or leisure, or any activity pursued at a place, such as a beach, park, backyard or other public open space. As a dangerous recreational activity, our amusements involve a significant risk of physical harm.

## Acceptance

By signing, agreeing & proceeding with your order infers the acceptance of these Terms and/or taking delivery of the Equipment you warrant that you have read and understood these Terms and agree to be bound by them.

## Supervision of inflatables

Customer is responsible for supervising the safety and conduct of all people using the inflatable.

**There must be a responsible mature adult over the age of 18 supervising the inflatable at all times.** Safety of all people using the products is the responsibility of the person supervising. All products come with safety rules and a supervising adult is required to sign a waiver and attend our safety briefing upon installation.

Participants inside inflatables **SHOULD NOT**, at any time, be allowed to do anything that is/are prohibited by the safety rules. Disregard for the safety rules may result in physical injuries and or additional fees (such as cleaning). Any **Food, silly string, drinks, pets, sharp objects, dish soaps** are **not allowed**. A fee with a minimum of \$200 may be applied for products returned with any of the aforementioned items inside.

## Reservation Length

All reservations are for the time period specified on the invoice, either 4 hour hire, "ALL DAY 9AM - 4PM" or "OVERNIGHT 4PM INSTALL - 10AM(following morning)". During this time the owner hands control of the inflatable over to the customer and ceases when the owner returns to collect hired products and equipment.

**Under no circumstances should the inflatable be moved after the owner or its representatives has left the venue. Inflatables should only be installed by competent operators.**

## Delivery

The person who made the reservation or made payment for the event must be present during the time of the delivery to sign for the rented products. The customer shall provide a supervisor age 18 years or over to supervise the inflatable during its use.

## Setup

CoC Staff or their contractors shall be allowed reasonable access to the venue prior to the commencement of the performance / attraction / event and shall be allowed adequate time and access to remove the product after the hours of the agreed operation have ended.

CoC Staff or their contractors will endeavour to deliver each inflatable no later than 15 minutes prior to the start time requested (and outlined on your invoice), depending on their deliveries that day. We will advise you verbally or via email with a range of times that we will deliver your inflatable 24hrs prior to your event date. As circumstances beyond our control occur, we reserve the right to amend delivery times but still deliver prior to your booking start time. If you are unable to accept delivery or we are unable to gain access, you may be charged an additional fee to cover reasonable staffing and motor vehicle expenses incurred by us in the event of us having to return to your location or for time spent waiting for access. The above is also related to pick-ups.

Inflatables are best set up on grass but can also be set up on concrete, or asphalt if CoC receives prior notification so we can bring weights to anchor. In the event of medium to strong winds, CoC staff may decide it is unsafe to operate the inflatable. A fee is incurred if we get to your location and the equipment needs to be set up on concrete or any other hard surface and you have not advised us of such. Additional charges apply if we are required to supply weights to anchor.

A cleaning fee may apply for each inflatable to be set up on Sand or Dirt. Customers must notify the owner during reservation if setup will be on Sand or Dirt, Hills or slight inclines, the setup area should be a maximum of 5 degree incline. **Gates and walkways have to be a minimum of 1.0m** for all inflatables. Any gates less than 1.0m wide in terms of access will need to be discussed with CoC staff prior to your event to avoid any issues with delivery and pickup. If we have any difficulties, our staff reserves the right to cancel any delivery upon arrival with the full hire fee applicable. If the agreed amount of access is not available, CoC cannot be held liable in the event of damage to property during the process of delivery or pickup and removal of CoC equipment.

In the unlikely chance that delivery of the inflatable is late, CoC will ensure that the number of hours you have booked our entertainment for will not be jeopardised.

## Stairs

Customers must inform the owner of any steps or stairs (or any ground that cannot be accessed via trolley) present to the setup area. A maximum of 10 stairs is allowed for any rental product. If steps surpass the maximum allowed there will either be a Delivery Fee applied or a reservation will be cancelled and a cancellation fee will be applied.

**If the operator is not able to set up the product because of customer's negligence to inform of any steps, suitable surface, or access requirements, the owner will have to cancel the order as "Undeliverable" and our full fee is payable.**

## Site Preparation

The customer must ensure the setup area is ready (i.e lawns mowed, vehicles/obstacles out of the way, animal faeces removed, setup location is cleared from any rocks/sharp objects) **before the operator is scheduled to arrive**. If the setup area is not ready or accessible when the operator arrives, or if rented products cannot be moved directly to the area, the customer may be charged a delivery fee. If the setup area is not prepared, the operator might be forced to leave/or reschedule your delivery at a later time, in which case a delivery fee will be applied.

CoC is not responsible for damages, alterations, or cosmetic changes to surface areas caused by our rented products setup for any amount of time. Inflatables may ruin grass or turf. If there is a concern about the setup area being damaged or altered, please choose a cement setup area as a location.

## Pickup

Pickups will begin from your requested time and not before, but may range up to 3 hours after (since we may have more than one order it may be delayed). Customers will be responsible for any fees associated with Airbnb, short-term rental properties, custodial overtime fees, or building service personnel costs needed to allow operators to access rented products.

The equipment must be returned in similar condition to that received. Any damage to equipment caused by misuse or neglect or the loss due to removal by non authorised persons shall deem the customer liable for full repair or replacement cost plus loss of business.

A cleaning charge may be applied if the equipment is excessively soiled or improperly covered overnight or during persistent rain. These charges will vary depending on the amount of damage or how wet the product is, these charges are billed at an hourly cleaning rate of \$100/per hour with a 2 hour minimum.

The equipment must be made available for collection at the time and date agreed, failure to do so may result in additional charges of \$100/per hour, if staff are on-site or at the venue and equipment is not available.

**A cleaning fee of a minimum \$200 will be applied for any dry inflatable that is returned wet and/or muddy inside due to negligence or poor supervision.**

**Vomiting or excrement in any inflatable will incur a cleaning charge of \$200.**

## Underground Services

**The customer assumes responsibility for any damage to underground utilities, landscaping, water lines resulting from product setup.** Owner does not assume any responsibility for utilities damaged by installation. Please inform the operator of any existence of underground utilities (sprinkler systems, phone lines, gas lines, septic, stormwater, electrical, garden lights, etc) that may interfere with the ability to stake and/or anchor our products. **All inflatables require anchoring, our anchors penetrate 600mm into the ground.** It is recommended you contact DIAL BEFORE YOU DIG at **1-1-0-0** before our arrival to be informed of any underground utilities in your area. Owner will not be liable for any damages to private or council property if the customer, or person coordinating on behalf of the customer, does not notify the operator where to or not to anchor the rented product.

CoC will not be held liable for any damage to soft fall or any other surfaces where weights are used to anchor. Where we use stakes/pegs to anchor the inflatable CoC will not be held liable for any damage to underground services unless we have been advised prior to the hire date with a map of where the underground services are. After removing our equipment you are required to inspect the site to ensure we have removed all our equipment, stakes, pegs, etc. In the unlikely event we leave stakes/pegs at the install area, CoC will not be liable if it causes damage to a person, machine (eg Lawn mower) etc.

CoC ground crew are sometimes required to drive our vehicles onto your grass to access the set up area. Unless we are notified upon arrival that we are not allowed to access the area with our vehicle we will not be responsible for any damage done to the ground.

## Payments

All invoices must be paid in full prior to us attending the site to install the product, whilst we do accept cash payments, direct debit & PayPal payments are preferred.

## Deposit

A deposit of \$75 is required for all orders to secure your date in our calendar, if you have generated an order and have not paid a deposit your date will not be booked into our calendar resulting in your date not being reserved.

Deposits are refundable up to 14 days prior to the event. In the event of adverse weather conditions (expected rain, storms or high winds), we will be in contact with you to either reschedule your booking (and apply your deposit to this date) or refund your deposit.

## Credit Card Payments:

All major credit cards are accepted via PayPal

## Cash Payments

Customers are allowed to pay Cash on Delivery for the balance due, a deposit must be made at the time of the booking by way of Direct Deposit or PayPal.

## Cancellation Policy

If a customer decides to cancel their reservation, they must do so at least 7 days before their reservation date. If a customer cancels their reservation within 7 days of the reservation date a cancellation fee may be applied. If a customer cannot get a hold of the owner or its representatives or has called after business hours, it is the customer's responsibility to leave a message in the company's messaging system about cancelling their reservation.

Exceptions in case of rain or severe weather conditions (i.e. hail, high winds (over 35kmh), customers are allowed to cancel during the reservation with no cancellation fee. If a customer cancels the order, it will be cancelled for the rest of the day and all payments made will be fully refunded or booking will be rescheduled if requested.

## Online Reservation

When reserving online, customers are given 30 minutes to proceed with checkout otherwise the order will be cancelled once the time expires to clear the product availability for another customer. Order will not be confirmed unless the customer goes through the checkout process and a deposit of \$75 is processed. Once the deposit is processed, a confirmation email will be automatically sent to confirm the rental.

**Customers placing orders within 24 hours of the delivery time MUST email to confirm your rental since it is last minute. This confirmation is required to have the product prepared for rental and have a driver assigned for delivery. Order may be cancelled if the customer does**

**not speak to anyone at Vortex Enterprises Pty LTD. It is advised to rent over the phone for last minute orders.**

## Electricity

It is your responsibility to ensure that there is an adequate supply of electricity and electrical power points to supply the demands of the equipment hired, the full hire fee is still applicable if the below requirements cannot be met.

Electricity outlets must be capable of providing a dedicated minimum of 10 amps for each inflatable. Please check all electricity outlets you plan to use for our products to ensure there will be an adequate supply of electricity. Insufficient electricity can create major problems during the course of the rental period (setup delays, deflation, outages) therefore we urge all customers to make preparations and examine electricity outlets to make sure they will provide sufficient electricity.

Please be ready to provide extension cords to operators if the setup is further than 20 metres away from the electric outlet you plan to use. Owner does not provide additional extension cords unless the customer requests this prior to delivery. Our operators may carry extra extension cords but it is not guaranteed that they will have one available. Any extension cords must be 3 prong. Owner is not responsible for any faulty/shorted circuit breakers or power outlet malfunctions or damages caused by the use of our equipment including generators, electric blowers, extension cords and powered rental products. Customers can contact us with any questions prior to delivery if there are power concerns.

Generators rented through us will typically last up to 4 hours with the petrol provided, additional hours will require additional petrol to be purchased, please be aware if you choose not to use a CoC generator, we take no responsibility if the equipment doesn't operate.

**DO NOT TURN THE POWER OFF** unless you speak to one of our staff. Once we have installed your inflatable, we will not take any responsibility if the inflatable deflates or won't inflate properly after deflation.

## Liability

You shall indemnify CoC from any loss, damage, expense or injury of whatever kind during the subsistence of this agreement, arising directly or indirectly from your default in the observance of any of your obligations hereunder or from any trespass, negligence act or omission of you, your agents or any person under your supervision, direction or control. You also shall indemnify CoC from any losses from the use of the equipment or services where they were used in a profit-making exercise.

You agree that you take full responsibility and indemnify us for any loss/damage of our props/equipment arising from any acts or omissions of you or your patrons during the hire period, and you must make payment to us according to the extent of any such damage/loss. As security for payment pursuant to the indemnity, you hereby consent to us registering a security interest, as that term is defined in the Personal Property Securities Act 2009 (PPSA), over the props/equipment as continuing and subsisting security with priority over any unsecured creditors and you hereby waive, to the maximum extent possible at law, the right to receipt of a verification statement pursuant to Section 157 of the PPSA, and any other right that can be lawfully contracted out of under the PPSA (including, but not limited to, the items listed in Section 115 of that Act).

You understand your obligations and responsibilities and have read or will read the [Safety Guidelines](#) and [Stay Safe Guidelines](#) prior to the day. You will not hold CoC liable for any injuries to patrons or damage occurred during the hire period or until the amusement or inflatable is picked up. For backyard deliveries we offer no insurance cover and you should seek to ensure your household insurance covers this liability.

Persons/patrons aged 18 years and over are not recommended to participate on the inflatable or any attractions supplied by CoC, without a supervisor provided by us and in attendance. If persons aged 18 years or over do participate, they do so at their own risk and CoC is not liable for any injury to person/s or property or other. Persons/patrons aged 18 years and over are required to sign the Waiver, Release and Indemnity form prior to participating on any amusement.

Release of liability: You release CoC from any liability for any injuries that occur for any reason on any product hired from or provided by CoC. As such, you accept full responsibility for all minors who participate in the activity or event and warrant that you have obtained the consent of every parent or legal guardian of every minor who will participate, to the minors use of the equipment. You also agree to indemnify CoC from all liability, loss, cost, claim, or damage whatsoever arising from your use, patrons use or minors use of the equipment. You also agree to advise our office staff prior to the day of any special needs patrons of any age so we can assess the risk of that patron's participation in the activity or event.

You acknowledge that CoC may not hold adequate public liability insurance to cover the product hired and you accept liability for any deficiency in this cover.

You warrant that you are of a lawful age and legally competent to accept this liability release by accepting these terms and conditions. If you do not wish to accept this liability you will need to have each parent or guardian sign a release form (available from our office).

The release of liability relates to all our equipment, rides, amusements and other products supplied by CoC (without limitation).



## Waiver:

You acknowledge and agree that the services supplied by CoC and the use of any Equipment supplied by CoC carries with it certain dangers, including the but not limited to, the risk of injury, damage to property, serious injury and injury resulting in death.

To the extent permitted by law, any express or implied warranty that the services and Equipment supplied by CoC will be provided with due care and skill is hereby excluded.

Release and Indemnity: You hereby indemnify CoC from any loss, cost, damage, expense or injury arising directly or indirectly from my use of the Equipment, and/or any default in the observance of any of these Terms, or from any trespass, negligence, act or omission of you, your agents or any person under your supervision, direction or control.

You on behalf of yourself, your executors, beneficiaries and personal representatives forever and unconditionally release CoC from any claim, damage, liability, suit or cause of action arising from your use of the Equipment whether or not the claim arises directly or indirectly or by any negligence on behalf of CoC.

You warrant that you or your patrons will not participate if you or your patrons have any pre-existing medical condition, including but not limited to previous back, neck, leg, knee or bone injury; pre-existing heart condition or high blood pressure; recently undergoing surgery; and pregnancy.

You warrant that you will immediately comply with any safety directions provided by CoC in relation to the use and/or handling of the Equipment.

You are responsible for any minor you allow or supervise on the Equipment.

Waiver: By accepting these terms and/or taking delivery of the Equipment, you hereby acknowledge and agree that the services and equipment provided by CoC constitute a dangerous recreational activity. You acknowledge that you have been given specific instructions by CoC on the safe use of the Equipment. By participating you on behalf of yourself, your executors, beneficiaries and personal representatives waive your rights and release CoC from any liability howsoever arising and you understand that you are voluntarily participating in a recreational activity which may include inherent dangers, foreseen and unforeseen, and hazards that no amount of care, caution, instruction or expertise can eliminate. In consideration of using the Equipment, you have agreed to accept all risk associated with your use of the Equipment