



Rental Contract Terms and Conditions

In this document the person or company hiring equipment from Happy Days Party Hire will be referred to as 'the client'. Client's must be over the age of 18 years. The Company, Happy Days Party Hire Limited, may be referred to as 'HDPH', 'we', or 'us'. 'Booking date' refers to the event date of which our services have been requested.

It is important that the terms and conditions outlined in this document are fully understood and agreed to prior to booking. Upon completion of booking by paying a security deposit, the client is deemed to have accepted these Terms & Conditions.

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1. Security Deposit, Balance Payment, & Payment Options

1.1 Deposit payment of 25% of the total booking cost, is due upon booking. A security deposit secures all the requested items for the client's exclusive use on the requested date. The 25% booking deposit is non refundable under any circumstance other than reasons stipulated in section 6.6. If payment has been made unwillingly or by accident, we must be notified in writing within 24 hours of the date of payment and a full refund will be processed.

1.2 Full payment of the balance is required no later than 4 days before the booking date. Payment options include internet banking transfer and credit or debit card payment facilities (PayPal) that can be accessed via the booking invoice sent to email. HDPH reserves the right to cancel bookings if payment is not made within the time frame stipulated.

2. Booking Date and/or Detail Changes and Cancellations

2.1 After booking deposit payment is made, equipment is reserved for the client's exclusive use on the requested date. It becomes unavailable for any other potential bookings. With this in mind, booking alterations, such as changes to equipment choice, are not possible with less than 14 days notice. The only exception to this would be if the client wished to add to the booking (subject to availability).

2.1 Change of booking date will be accommodated to the best of our abilities. It can not be guaranteed that original equipment booked will be available for the new date but we will do our best to offer alternative equipment as close to original choice as possible. Change of booking date with less than 14 days notice will be charged a fee of 25% of the booking invoice which must be paid in full by the new due date. New booking dates must be within 6 months from the original booking date.

2.3 Booking cancellation, for any reason, with more than 14 days notice will be refunded excluding the 25% non refundable deposit payment. Booking cancellations, for any reason, with less than 14 days notice will not be refunded. Client's will be offered full credit to use at a later date within 6 months following the cancellation date.

2.4 In the instance of cancellation due to bad/unsafe weather conditions, the client will be offered a full credit to use within 12 months from the cancellation date. HDPH considers bad/unsafe weather conditions to be heavy or consistent downpours of rain, or high winds exceeding 34km per hour (as per current regulations – see segment 6.3 for more information).

3. Delivery Service and Other Potential Costs

3.1 Delivery charges are calculated by considering the best estimate of: distance between HDPH warehouse and event address (using Google Maps), gas costs, and total time of travel. Four trips are required per event; to and from to deliver and to and from to collect. Set up and pack down fees are incorporated in our product prices.

3.2 Earliest delivery time is 8:00am, latest delivery time is 3:00pm. Latest collection time is 8:00pm (for indoor or summertime events). 9:00pm collection is available for an additional fee of \$40. Overnight booking is available for indoor events only, with an additional fee of \$150, as overnight hire prevents next day bookings. If a customer has booked overnight use of our equipment, we expect that all soft play and/or electrical equipment will be stored securely indoors.

3.3 Bookings requiring set up and pack down under challenging circumstances (eg. Long distance to carry equipment) may be charged an additional fee as this may require more staff and extra time. Booking on NZ public holidays will be charged a 15% surcharge.

3.4 A minimum booking value of \$250 has been established. This does not include delivery charges, if applicable. For distances further than 30km, a minimum booking value of \$400 has been established, this does not include delivery charges, if applicable.

4. Refundable Bonds and Client Liability

4.1 An additional refundable fee of either \$75, \$100, or \$150 (depending on which items have been booked) will be added to every booking total. Bonds are refunded during the week following the booking date either directly back to the credit or debit card used to pay or to a nominated bank account.

4.2 Following completion of set up, through to pack down/collection, the client is responsible for overseeing the safe and respectful use of our equipment. The client will be held responsible for all lost or damaged equipment. Upon collection, a HDPH representative will inspect all equipment. Any damage to or loss of the items will be noted, and photographs will be taken prior to removal. Any concerns will be communicated to the client on the same day, either in person, via text, phone, or email. During the following business week, equipment will be examined further and any replacement/repair costs exceeding the prepaid bond amount will be communicated to the client. An invoice for the amount owing will be provided and this will include quotes and/or invoices obtained by suppliers and manufacturers.

4.3 The minimum replacement cost of soft play is \$400, and bouncy Castles; \$1,000. Reparation costs of soft play or bouncy castles start at \$75 and increase depending on severity. If returned wet, or inconsiderately dirty thus requiring extra cleaning above and beyond standard cleaning services, a cleaning fee of \$75 will be charged. In the event of equipment being stolen, the client must provide a police report confirming this.

4.4 Either the client or a nominated contact person must be present at the completion of set up to be informed of the safety, hygiene and equipment protection guidelines. During this briefing, the client or

nominated contact person will be asked to inspect the equipment and sign a Condition Statement that will outline the existing condition of equipment including any existing defects.

4.5 It is imperative that we are informed as to what surface our equipment will be set up on. This ensures we are well prepared to bring additional equipment necessary for the safest possible set up.

4.6 A lot of our equipment is heavy and awkward to manoeuvre, often requiring the use of a trolley. Therefore, a parking space as close as possible to the event site is required.

4.7 Our electric air blowers require power supply within 30 metres. We supply extension leads and RCD connections included in the hire cost. The air blowers can be run by a generator that can power a minimum of 2000 watts. We do not currently own a generator to supply for hire use. We do not allow the use of personal electrical equipment (other than power supply point).

4.8 It is the responsibility of the client to check size suitability of HDPH equipment at an event site. Bouncy castles require an extra 1 meter to each side measurement to ensure: the inflatables will not cause damage to properties, that there is room for set up and pack down, there is enough space for safety mats and for the air blower to effectively inflate the bouncy castle.

4.9 It is the responsibility of the client to contact council authorities to gain consent for the use of HDPH equipment on public land. HDPH will not be held accountable or liable for any costs/penalties incurred due to equipment causing obstruction. This includes local authority fines, towage fees, seizure, or impoundment costs whilst in the care/use of the client.

5. Safe Use Guidelines

5.1 The client herewith assumes full responsibility for any risk of bodily injury, death or property damage arising out of or related to HDPH equipment caused by the negligence and/or misuse by failing to comply with the following Safety Guidelines:

Playtime Rules:

- Children must always be supervised by an adult when playing on the equipment.
- At no stage are children allowed to tamper with any electrical equipment supplied.
- No climbing on or over walls of the bouncy castles.
- Adults are not permitted to jump on the bouncy castles - they are not designed for adult use.
- Soft play equipment cannot get wet, if rain occurs, move all soft play under cover.
- No food or drink allowed on equipment.
- No sharp objects are to be taken onto any equipment.
- No face paint, glitter, or colour markers on any equipment.
- Shoes must be removed before use. For hygiene purposes we encourage the use of socks.
- Should any equipment become soiled, we require that this be cleaned prior to collection or return.
- All bouncy castles are not to be used with water. At no stage is it acceptable for the bouncy castles to be wet with a hose or other water sources.
- Equipment is not to be set up near any fire hazards.

5.2 Any dispute or litigation under the terms of this Agreement will be brought to Auckland, but before such litigation the parties agree to professional dispute resolution including mediation.

5.3 If the air blower supplied malfunctions, all children must be immediately remove the bouncy castle. First check that the RCD device has not tripped (press reset). If not, then turn the power off at the main source and check both the electrical lead connections and the air blower. If there are no obvious signs of

malfunction that can be restored, call HDPH on 027 437 4473 immediately or in the event of emergency call 111.

6. HDPH Professional Obligations

6.1 HDPH has sole ownership of all advertised hire equipment on our website and/or social media platforms. The client is in no way permitted to sublet, lend, or sell our equipment. We agree to the use of our equipment being used for fund raising purposes, e.g., school galas and community events charging for use.

6.2 HDPH will clearly state age suitability based on manufacturer specifications for all hire equipment. It is the client's responsibility to ensure that items hired are suitable for the age and skill level of the users. Playtime Rules signs will be supplied for display.

6.3 All electrical hire equipment undergoes Test and Tag servicing by a registered electrician every 6 months. Records of test results are kept and can be supplied for viewing if requested. All inflatable hire equipment meets the latest land-borne inflatable safety standards in accordance with AS 3533.4.1:2018. HDPH is a current member of the New Zealand Inflatable Hirers Association and staff have completed the NZIHA Inflatable Operators Certification.

6.4 HDPH owns current Liability Insurance policies, details are available upon request.

6.5 We uphold high standards of hygiene by routinely cleaning equipment using efficient deep cleaning systems. Soft play, toys, and games are cleaned with detergent and water, dried, and then sprayed with a non-toxic antibacterial and antiviral solution (proven to be 99.9% effective against Covid-19), this solution is left for a minimum of 2 minutes and then dried off before storing in our clean, dry, warehouse facility. Ball Pit Balls are run through a cycle in a washing machine specifically purchased for the sole purpose of cleaning ball pit balls. A Dettol sanitizing solution is added to the cycle, we find this to be the most effective way to clean and sanitize the balls as they are both agitated and then thoroughly rinsed using this method. If time allows, bouncy castles will be vacuumed and wiped down upon collection. If badly soiled, the bouncy castle will be inflated again after use for deep cleaning. At every booking, equipment will be wiped down again at the completion of set up.

6.6 If, due to illness, accident, unforeseen circumstances or Acts of God, HDPH is unable to fulfil the service booked, every effort will be made to provide an alternative solution. If this cannot be done, HDPH agrees to refund the full amount paid by the Client. Upon such refund, this contract shall become null and void, and the client shall have no further legal recourse against HDPH.