

BOOKING/HIRE AGREEMENT

1. DEFINITIONS

- i. 'THE BUSINESS' refers to In-Tents Slumber Parties, it's owners and associates (ABN 21 186 786 958).
- ii. 'THE HIRER' refers to the person who books the equipment or has the authority of the hirer to book the equipment.
- iii. 'THE EQUIPMENT' refers to the goods hired by the hirer from the business.
- iv. 'THE AGREEMENT' refers to the Booking Form/Hire Agreement between the Business and the hirer of the equipment.

2. AGREEMENT

- i. By making a booking with the business, the hirer agrees that they accept the conditions of the hiring agreement.
- ii. The business will retain a booking form/hire agreement for the hire of the goods, which the hirer, or agent of the hirer, will be supplied a copy of upon request.
- iii. If the agreement is not signed by the hirer this does NOT forfeit the agreement.

3. PAYMENT

- i. Unless prior arrangements are made hiring charges are for a 24-hour period.
- ii. A \$40 non-refundable deposit is payable on booking.
- iii. Bookings are confirmed only after the return of this agreement and the deposit has been received, unless prior arrangement has been made.
- iv. The balance of hire payment is due before or on the date of hire.

4. CANCELLATION

- i. The hirer agrees to provide at least 14 days notice of cancellation.
- ii. The Business reserves the right to cancel the hire booking at any time. In the unlikely event of this happening, a full refund will be made. The Business will not accept responsibility or liability for losses or any other costs incurred as a result.

5. DELIVERY & PICK-UP

- i. Delivery and pick up within 30km of Carrum is included.
- ii. Delivery outside of this area will be quoted upon request and are in addition to the hiring fee.
- iii. Delivery times will be agreed upon the week of the booking.
- iv. Unless otherwise agreed, all hire equipment must be packed up and ready for pick up no later than 11.30am of morning following the hire date, or by the agreed collection time.

6. USE OF EQUIPMENT

- i. Damage to hire equipment during use is the responsibility of the hirer and the hirer agrees that repair or replacement charges for damaged equipment will be actioned after the hire date.
- ii. If at any time during the hire period the hirer considers the equipment to be faulty, it is the hirers responsibility to contact the business by telephone to report the problem.
- iii. The business reserves the right to repair or replace the faulty equipment as soon as practicable during the hire period to the reasonable satisfaction of the Hirer.
- iv. The Hirer should not attempt to repair the equipment without prior consent of the business.
- v. The hirer agrees to use the hire equipment in a safe manner and to supervise children and guests at all times,
- vi. The hirer agrees not to set up or use hire equipment outdoors or in areas that are exposed to weather, naked flame or a heat source.
- vii. The hirer understands that all lighting and electronic items provided by the business are battery operated and safe for children
- viii. The hirer agrees to not add mains connected lighting to the hire equipment.
- ix. The business will not be liable for any loss, damage or expenditure incurred by the hirer due to faulty equipment for any reason whatsoever.
- x. At the end of the hire period the hirer must pack all equipment as it was when it was delivered, ensure it is in good working order and free from damage and stains that cannot be removed by normal domestic cleaning.

7. INSURANCE

- i. Insurance is the hirer’s responsibility during the hire period.
- ii. The hirer is responsible for the security of the equipment at all times during the hire period. Any lost, broken, damaged or destroyed equipment will be charged to the hirer at full replacement value.

8. LIABILITY TO THIRD PARTIES

- i. The hirer fully indemnifies the business In-Tents Slumber Parties, its owners and associates against any and all losses and actions, including personal injury, death, loss or damage to the property that may result from the delivery, pick up and use of the hire equipment.

Hirer Name:

Hirer signature:

Date: / /

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

In-Tents Slumber Parties makes every effort to ensure the health and safety of everyone.

In-Tents Slumber Parties cannot guarantee that you, your child(ren) and guests will not become exposed to COVID-19 and if exposed, that you or your child will not be infected with COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren), guests and I may be exposed to or infected by COVID-19 through the use of hired equipment.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any exposure or infection to myself, my child(ren) and guests in connection with my booking.

I hereby release covenant not to sue, discharge and hold In-Tents Slumber Parties or it's staff responsible.

I agree to notify In-Tents Slumber Parties if myself, my child(ren), any member of my family, or guests in attendance at the party contracts COVID 19 or has come into contact with someone who has tested positive for COVID-19.

I understand that should there be new restrictions put in place,
my booking may be cancelled or rescheduled.

By signing below confirms I have read, understood and agree the above waiver of liability relating to Coronavirus/COVID-19

Hirer Name:

Hirer signature:

Date: / /