



Chantal Stander 071 4710990 cstander15@gmail.com

TERMS AND CONDITIONS/WARRANTY

1. By accepting delivery of rented items, customer agrees to all terms and conditions shown on this rental contract. Customer acknowledges that he/she has received in good order all rented items and other goods listed on the contract.
2. Customer assumes full responsibility for all rented items, including their safe and proper use and operation. Customer is responsible for all loss, damage, or repair.
3. This rental contract forms the sole agreement between the customer and Silver Penny Hiring. The customer agrees to indemnify and hold Silver Penny Hiring harmless for any claims from customers use or misuse, including any third parties for loss, injury, and damage to persons or property arising out of the customer's negligence or operation including legal costs incurred in defense of such claims.
4. Operators should read all warnings and instructions (safety instructions).
5. If customer refuses to return rented items, the customer agrees that Silver Penny Hiring and its agents may take all reasonable actions necessary to recover rented items without prior notice or legal process.
6. Customer acknowledges the possibility of injury or death and will provide adult supervision at all times according to the rules given to rental party prior to event, written instruction, or verbal.
7. Attorney fees: Customer agrees to pay all reasonable attorney fees and court costs incurred by Silver Penny Hiring in enforcing these terms and conditions.

Silver Penny Hiring will deliver on Friday's between 8:00 and 16:00 and collect on Monday's between 8:00 and 14:00 unless otherwise arranged between Silver Penny Hiring and customer.

PLEASE MAKE SURE THAT ALL JUMPING CASTLES ARE PACKED IN THEIR BAG AFTER USE. A R200.00 FEE WILL BE DEDUCTED OFF THE REFUNDABLE DEPOSIT IF NOT FOLDED UP AND PACKED IN BAG UPON COLLECTION.

Safety First:

To make the most from our inflatable units and to ensure the safety of its users, make sure you follow the important safety rules

Setting up:

- Inflatable units require a relatively open & flat area away from trees
- Sticks and rocks must be cleared from the area
- Set up cannot be nearby fire, braai's, and no smoking is allowed on the inflatable unit
- Silver Penny Hiring will not be held responsible for any associated rental, stall fees, entry fees or any other such expenses that might be incurred as a result of the hire of equipment.
- Inflatables are to be erected on grass surfaces free of stones, glass and any sharp objects.
- Please ensure you have checked the area for these as they can cause damage to the jumping castles

Before jumping:

- Always have an adult supervising the inflatable unit
- Individuals with head, neck, back or other muscular-skeletal injuries or disabilities, pregnant women, small infants and others who may be susceptible to injury from falls, bumps or bouncing are **not permitted** in the inflatable unit at any time
- Take off your shoes, jewellery and any other sharp objects that might puncture the inflatable
- The maximum weight of somebody in the inflatable unit is 100kg
- No water shall be allowed on the inflatable unit (Except on water slides AND Bounce & Slide).

- No shoes, sharp objects, pets, food, drinks or eating utensils shall be allowed on the inflatable unit.

While jumping:

- Don't bounce or jump near the entrance, to avoid falling out of the inflatable unit
- In case of **rain or bad weather**, all children should exit the inflatable unit and the motor should be **turned off** and stored indoors as the fan runs on electricity and could result in electrocution or shorting of the equipment.
- If power to the inflatable unit is lost ensure all children leave the inflatable unit until power is restored and inflatable unit fully inflated
- Keep Blower Fans **DRY at ALL TIMES**.
- The customer will be **liable** for any **damage or theft of the equipment** whilst in **their care**. All damages incurred to inflatables or motor while in **possession of the hirer** will be payable by the **hirer** unless mutually agreed upon in writing by both parties. **The equipment will be the responsibility of the customer until returned and checked by Silver Penny Hiring.**
- No adults are permitted on the inflatable's unless designed and advertised as such. (Please respect our equipment and enjoy responsibly so that others may too!)
- Do not climb on the sides of Jumping Castles as they will tear.
- All equipment to be used at **OWN RISK**

Just have fun in a careful manner.

What is the lease agreement about?

When booking is made please sign the indemnity form and to follow some simple rules concerned with looking after the inflatable units. This will be prepared for you in advance. Please read it carefully before signing and accepting the terms

and conditions. **Once signed please email back to Silver Penny Hiring.** Inflatable units require parents/adults to be present at all times to make sure that the children aren't taking unnecessary risks. Some of them are high up and involve climbing & jumping and there is a risk that children could fall off.

Payment

- A 50% deposit is payable to secure your booking for the castles, bookings can only be confirmed on receipt of the deposit.
- The balance must be paid 2 day's prior to delivery.
- The refundable breakage deposit will be levied on all bookings for rented items. This will be refunded to the client (less any deductions for any damages) 72 hours after the products have been returned/collected.
- Cash or Electronic transfer into Silver Penny Hiring's account is the preferred method of payment.
- Should you wish to pay when the equipment is delivered to your venue, please ensure the correct amount, in cash, is available as the jumping castle, will not be left at venue without payment being made up-front. (This must be arranged with Silver Penny Hiring and is at our discretion).
- **The weather is out of our control!!!** We will contact clients on the day should the weather be looking risky. Unfortunately deposits will not be refunded.
- **If you wish to collect, please make sure that you bring with your ID and proof of residence. No jumping castle will be given if the necessary is not supplied.**

Client name: _____

ID no.: _____

Cell phone no.: _____

Email address: _____

Event Date: _____

Event times: _____

Delivery address: _____

Banking details for refund:

Bank: _____

Account name: _____

Account no.: _____

Branch Code: _____

Type of Account: _____

I.....

acknowledge that I have read and understood the above mentioned terms of use, and can be held liable for any damaged caused to the Soft play due to negligence or not adhering to the above mentioned terms. . I also acknowledge that I have read and understood the below mentioned GENERAL CONDITIONS OF HIRE

.....
Signature

.....
Date

GENERAL CONDITIONS OF HIRE

1. Hire of equipment

Silver Penny Hiring ["the owner"] hires to the customer the equipment described overleaf ("the equipment") in terms of these General Conditions of Hire. The parties elect their respective domicile for the purposes of notice and service of process and proceeding at the addresses stated overleaf.

2. Deposit and hire charges

2.1 The hire charges at the rates and the deposit stated overleaf are payable unless otherwise agreed. A 50% deposit confirms your booking. The refundable deposit less deduction if any damages shall be refunded to the customer within a reasonable period of return or collection time of the equipment.

2.2 The customer shall be deemed to have accepted the correctness of any account unless the owner is notified in writing of any queries or discrepancies within 3 days of date of account.

2.3 Any deposits paid in advance to secure bookings will be forfeited if the booking is cancelled.

2.4 No refunds will be given on any stock purchased, hired in from another company, ordered by a customer if the booking is cancelled.

2.5 The customer shall be deemed to have read and understood the terms and conditions once a quotation is accepted and deposit is paid.

3. Period

3.1 The hire period commences when the equipment is delivered or collected as the case may be, and ends when the owner accepts return of the equipment.

3.2 The owner shall use reasonable endeavours to ensure that equipment is delivered or available for collection at the agreed time, but shall not be liable should the equipment not be delivered or be available at such time.

3.3 (i) In the event of the customer failing to return any item of the equipment to the owner on the return date stated overleaf, he should pay the owner liquidated damages per day in respect of that item, calculated in accordance with the following formula. Price of item times Quantity of that schedule X No. of Days of the Hire Period. (ii) The customer shall not pay liquidated damages as aforesaid in respect of a period exceeding 5 days, after which the item concerned shall be deemed to have lost, and no further damages shall be claimable, except as provided for in sub-clause (iii) below. (iii) The owner shall have the right to claim his actual damages instead of liquidated damages. (iv) In the event of any item being returned in any way damaged or not in the

same condition as supplied, the customer shall be liable to the Lessor as if he had failed to return it and the provisions of sub-clauses (i), (ii) and (iii) shall apply.

4. Equipment

4.1 The equipment shall be deemed to be in the quantity and suitable of the description stated overleaf and in good order and repair, and for the purpose for which it is intended when delivered to the customer, unless the customer notifies the owner or its authorized representative forthwith on delivery of the deficiency in quantity, defective or incorrectly delivered equipment.

4.2 The owner shall, in its sole discretion, be entitled either to terminate this agreement and refund the deposit and any hire charges paid, or to replace the defective or incorrectly delivered equipment or remedy any defects in the delivered equipment.

5. Maintenance and return of equipment

5.1 The customer shall:

5.1.1 At all times during the hire period, provide dry, under cover storage until such time as the equipment is returned to the owner.

5.1.2 Immediately notify the owner should any of the equipment malfunctions. The owner shall repair or replace the equipment at its costs at the owner's principal place of business, unless the owner in its sole discretion determines that the malfunction is due to improper use of the equipment.

5.1.3 Return the equipment in a clean state and in good order and repair, in particular, but without limitation.

5.1.4 All equipment, (with the exception of tablecloths, chair covers and overlays) must be washed and dried. Any equipment returned unwashed will be charged for a rate determined by the owner.

5.1.5 Tablecloths must be dried before being returned.

5.2 In the event that any of the equipment is lost, destroyed or damaged as a result of any cause whatsoever prior to the return thereof, the customer shall be liable for the full replacement costs thereof.

5.3 The customer shall not be entitled to substitute any other equipment for the owner's equipment.

5.3.1 Notwithstanding 2.2, unless the equipment is checked and accounted on return or collection in the presence of a representative of the owner, who accepts the correctness of a statement as to the quantity and condition of the equipment, the owners statement regarding the quantity and condition of the

equipment collected shall be final and binding on the customer.

6. Use of equipment

The customer

6.1 Acknowledges that it is aware of the purpose for which the equipment is intended, and shall only use the equipment for such purpose.

6.2 Shall use the equipment at his own risk, and indemnifies the owner against any claim of any nature brought against it by the customer's employees, agents, representative, guests or any other third parties arising out of the use of the equipment by the customer or while in the possession of the customer or any other cause including a claim for consequential damages and loss of profit, and all costs and expenses incurred by the owner on an attorney and own client scale in defending or setting such proceedings.

6.3 Shall have no claim of any nature against the owner for any loss suffered or damages sustained by the customer arising from any cause, including without limitation, the installation, use or malfunction of the equipment or the provisions of these General Conditions, other than the specific remedies provided for.

7. No Warranties

The owner furnishes no warranties and makes no representations other than those contained herein. The provisions of these General Conditions shall govern the relationship of the parties to the exclusion of all other conditions, whether implied by law or stipulated by the customer, unless accepted by the owner in writing.

8. Access

The owner shall at all reasonable times be entitled to access any premises of the customer for the purposes of inspecting or repairing the equipment.

9. Breach

9.1 Should the customer Fail to comply with any obligations imposed on the customer in terms hereof, all of which are deemed to be material, on due date, and persists in such failure for 3 days after having been given written notice remedy such defaults.

9.1.1 Commit any act of insolvency, or be placed in liquidation or sequestration, whether provisional or final, or be placed under judicial management. The owner shall be entitled to terminate this agreement forthwith and enter any premises of the customer and retake possession of the equipment.

9.2 The Specific remedies which the owner has against the customer in terms of these General Conditions are without prejudice to any other remedies which the owner may have including the right to claim all such consequential damages from the customer as the owner may have suffered as a result of the breach by the customer of any of his obligations.

9.3 The owner's liability to the customer and all persons claiming under him arising from any cause whatsoever including the willful default or negligence of the owner, its employees or agents, shall be limited to the specific remedies provided for herein.

10. Miscellaneous

10.1 The customer consents to the jurisdiction of the Magistrates Court of the district in which the customer's domicilium is situated in respect of this agreement.

10.2 The customer will be liable for the owner's legal costs on an attorney and own client scale incurred by the owner in any legal proceedings arising out of the provisions of these Condition, or arising out of the customer's use or possession of the equipment.

10.3 The owner shall be entitled to apply any amount received from the customer to the liquidation in whole or part, of any obligation whether arising out of this hire or otherwise owed by the customer to the owner, irrespective of whether the final amount of the obligation has been determined.