Bayside Soft Play Hire Thornlands, Qld, 4164 ABN 52 595 457 594 **0421 865 612** hello@baysidesoftplayhire.com



## **Bayside Soft Play Hire Terms, Conditions and Privacy Policy**

### **Payments, Refunds and Cancellations:**

All prices are in AUD. Price includes delivery, set up at your chosen location, return to pack down equipment after hire duration.

A 10% deposit is required to secure the booking date and times. This becomes non-refundable within two (2) weeks from delivery date. Remaining monies to be paid two (2) weeks before the delivery date. The equipment will not be set up unless full payment has been received. If you cancel less than forty-eight (48) hours before the event, no refund will be offered. Have a plan for wet weather, if we feel your location is not acceptable we will provide the option to reschedule to a later date, no refund will be provided.

Payments to be made by direct deposit or cash. The customer shall pay any costs or disbursements incurred by Bayside Soft Play Hire in recovering outstanding payments.

Bayside Soft Play Hire reserves the right to cancel any booking for any reason within two (2) weeks and will provide a refund of ALL money paid, including the deposit. If Bayside Soft Play Hire rejects or cancels a booking, we will endeavour to advise you as soon as possible, in writing. Bayside Soft Play Hire accepts no liability for any bookings rejected or cancelled by us.

If you receive equipment which is faulty contact Bayside Soft Play Hire immediately on 0421 865 612, within one (1) hour of delivery, to arrange a free exchange for another piece of equipment OR a partial refund. If you receive an order with shortages, contact Bayside Soft Play Hire immediately, within one (1) hour of delivery, to arrange for delivery of the product shortage OR a partial refund. You will not be charged for the delivery costs of products sent out to satisfy equipment shortages. If for any reason you are not satisfied with any piece of equipment, please contact Bayside Soft Play Hire immediately, within one (1) hour of delivery, for exchange or partial refund. All exchanges or refunds must be authorised by Bayside Soft Play Hire.

If you do not contact Bayside Soft Play Hire within one (1) hour of delivery then we will still do our best to resolve the situation, however no guarantees are made. Bayside Soft Play Hire will not be liable to you for any loss (including any consequential loss), damage, injury or death resulting from equipment shortages.

## **Equipment:**

Bayside Soft Play Hire reserve the right to modify or change the equipment. We do this in order to improve the service provided. This will only be done when we consider the alternative equipment to be equal or better in value and suitability. From time to time equipment may not exactly match photographs on our website.

Responsibility of all equipment shall pass to the customer on delivery and set up. No food or drinks or chewing gum is allowed on or near the equipment. All toddlers must wear a nappy or clothing of some sort. No animals, toys or sharp instruments to be allowed on or near the equipment. No smoking or alcohol near the equipment. All shoes, glasses, 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. Should the equipment become damaged, the customer is liable for fixing or replacement costs. The customer shall pay any costs or disbursements incurred by Bayside Soft Play Hire in recovering outstanding payments. Ensure that no children who are presenting signs of illness or infection are using the equipment as this may encourage the spread of germs.

The customer is responsible for ensuring the equipment is kept in a clean condition. If there is excessive mess on the equipment, an additional cleaning fee will be charged. Whilst we are happy to perform routine cleaning, additional cleaning takes more time and will be charged accordingly.

# **Delivery and Collection:**

Delivery and collection of equipment is included in the price. An additional delivery fee may be required if outside of our delivery zone. You will be notified of this cost upon booking. Bayside Soft Play Hire reserves the right to add an additional delivery fee if the customer changes the location of the venue.

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Do not allow anyone to be on the equipment until it is completely set up. Please ensure that children have cleared from the play area when the Bayside Soft Play Hire representative is due to collect the equipment. It is unsafe for children to be playing whilst it is being dismantled and moved from the hire site.

### COVID19:

Upon the event of a lockdown due to COVID19, ALL money paid will be refunded within ten (10) business days OR the booking will be transferred to a different date. If the customer choses to transfer to another date then the 10% deposit will be non-refundable again within two (2) weeks of the new date.

### Safety:

Every piece of equipment is intended for use only for the activity described. Equipment to be used by children should only be used under proper adult supervision. 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.

The selection and suitability of items to be used by children remains at the discretion of the customer. To the extent permitted by law, Bayside Soft Play Hire will not be liable to you for any loss (including any consequential loss), damage, injury or death resulting from the hire and use of any equipment supplied by Bayside Soft Play Hire.

Any person using Bayside Soft Play Hire equipment does so at their own risk and must ensure that they use proper care when using the equipment. The equipment is set up by Bayside Soft Play Hire, and we will not be liable should you chose to move the equipment. Any customer hiring Bayside Soft Play Hire equipment is responsible for ensuring that the equipment is suitable for their circumstances — Bayside Soft Play Hire gives no warranty that any equipment is suitable for specific needs. To the extent permitted by law, Bayside Soft Play Hire's liability to you for any loss or damage of any kind is reduced to the extent that you have caused or contributed to the loss or damage.

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.

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. The ball pit also has sides which small children may need help with as they enter and exit.

## **Privacy Policy:**

Bayside Soft Play Hire respects the trust you place in us through your dealings with us. We are committed to the protection of all your personal information.

When you deal with us the information we may collect from you includes your name, organisation, address, telephone numbers and email addresses and perhaps credit card details. It may also include details of the equipment we provide to you and your children's ages. We only collect information directly from you and primarily for the purpose of providing the equipment to you and to administer and manage invoicing and debt collecting. We may occasionally use your information to promote and market products which we consider may be of interest to you, unless you contact us and tell us not to do so. Bayside Soft Play Hire will not sell or pass on any of your information to third parties unless required by government authorities or in the event of debt recovery. Any information passed on will be done so with appropriate privacy and confidentiality protection. Information is stored securely in paper or electronic form and is accessible only by authorised personnel. If you would like to know what information we hold about you or wish to update the information or you wish to be removed from all further direct marketing communications, please contact our office on telephone 0421 865 612 or email us at <a href="hello@baysidesoftplayhire.com">hello@baysidesoftplayhire.com</a>