

# BUBBLING WITH ENERGY P/L

ACN 075 365 730  
Unit 6, 14 Stennett Road  
INGLEBURN NSW 2565

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## TERMS & CONDITIONS OF HIRE

**Definitions:** "Client" means the person, firm or corporation conducting the event and any officer employed, or agent of the client, who signs this, or any other document, on the client's behalf may be taken by the owner as having full authority to sign on the client's behalf.

"Owner" means Bubbling With Energy (BWE) Pty Limited (Operator) and its employees

"Patrons" means children or adults participating in the use of the attractions.

"Carnival Rides" means any attraction that is not an inflatable

- 1. \*\*\*Please read & sign page Four (4) and return to our office by return mail, fax or email within 5 days of the booking or return with your deposit payment\*\*\* We MUST receive them back to confirm your booking is to proceed.\*\***
2. Failure to sign or return this confirmation will eventuate in the termination of your booking and a cancellation fee will apply, do not presume that your booking is cancelled if you do not return the documentation. You must contact our office to make an official verbal cancellation.
3. The Owner shall be allowed reasonable access to the venue at the agreed time prior to the commencement of performance / attraction and shall be allowed adequate time and access to remove the gear after the hours of agreed operation have ended. If this is not possible, a late bump out fee will be charged.
4. The client shall undertake full responsibility to ensure safe and workable conditions for the Owner.
5. It is agreed and decided that any person signing for and on behalf of the client warrants his authority to do so.
6. **Payment:** A 25% deposit is required within 5 days of the booking date to secure your booking. All monies owing must be paid at least 24 hours PRIOR to your event. All payments are non-refundable. We accept Bank deposit, VISA & MASTERCARD only (no Diners or Amex), Company, Club or Personal cheque at least 7 days prior to your event. \* All bookings wishing to pay by Credit card a 2% charge is applied to the total amount of the booking.
7. **Cancellation for Carnival Rides, Entertainers & other equipment: Carnival Rides & Carnival Equipment/ Cinema Screen/ Mechanical Bull** – You will have 7 days from the date of booking to cancel and no fee will be charged. After this a 25% fee of the total booking will be charged. Cancellation within 14 days prior to your event will incur a 50% fee. Full fee is applicable if you cancel within 72 hours of your booking. All payments are non-refundable.  
**Cancellations for Entertainers/Performers** – including but not limited to Magicians, Impersonators, Clowns, Face Painters, Musicians, DJs, Tribute Shows, Tarot Readers, Fire Performers, Cartoonists, Hypnotists, Jugglers, Stilt Walkers, Santa & Roaming Characters – cancellation is 10 days prior to your event, after this full fee is payable. All payments are non-refundable.
8. **Cancellations – All Cancellations, including cancellations due to Inclement Weather for Inflatables (excluding the Mechanical Bull)**– BWE will deliver rain, hail or shine. Should you wish to **cancel due to inclement weather then you must advise us within 24 hours PRIOR to your event.** If cancellation is made less than 24 hours prior to your event then you will incur a 50% cancellation fee. Our full fee is payable once we have **arrived** on site. If you cancel within the conditions above then your payments will be transferred onto any booking made with BWE within a 12-month period. All payments are non-refundable.

**Mechanical Bull** – Please refer to paragraph 7.

**Entertainers/Performers** – Please refer to paragraph 7.

**Animals** – You need to cancel 24 hours PRIOR to your event.

**Arcade Equipment** – You need to cancel 24 hours PRIOR to your event.

**Mobile Rock Climbing Wall** – You need to cancel 24 hours PRIOR to your event.

**Carnival Rides & Other equipment not specified** – Please refer to paragraph 7.

**Private Parties in the backyard at home** - Any Private Parties, e.g. 21<sup>st</sup> Birthday parties held in your backyard, a hall, park etc must advise of cancellations **before 8am on the day of hire**, after 8am any cancellation will incur a cancellation fee of 50% of the total invoice price. Our Full fee is payable once we have arrived on site. If you cancel within the conditions above then your payments will be transferred onto any booking made with BWE within a 12-month period. All payments are non-refundable.

For all the above cancellations, if your call goes to voice mail, please leave a detailed message confirming your cancellation, we will endeavor to get back to you as soon as possible. Please ensure that you follow all voicemail instructions as to cancellations on the day. You must call & speak to BWE office staff ONLY in regards to cancellation & refund policies not to the ground staff on site.

9. **Unsafe Conditions:** – BWE has the right to refuse entry of patrons on to the booked equipment if our staff considers the conditions to be unsafe. The full hire fee is still applicable.
10. **Wind & Rain Insurance (Refund Option) for INFLATABLES ONLY** - you have the option to take out Wind & rain insurance for your event if being held outdoors. If you would like this cover then please add 8.75% to your total invoice price Your payments made relating to the insured booking will be refunded in full if you add this option, less the wind & rain insurance payment. Please note in regards to refunds these terms override any information provided to you by a third party source including field staff employed by this company.
11. **Electricity:** It is the client's responsibility to ensure that there is an adequate supply of electricity and electrical power points to supply the demands of the equipment hired, and must be within twenty (20) meters of the set up area of each piece of electrical equipment hired. The full hire fee is still applicable if the above requirements cannot be met, otherwise generators must be used on most equipment at an extra charge. If a generator is required (no electricity available), please be aware if you choose not to use a BWE generator, we take no responsibility if the equipment doesn't operate.
12. **Any stairs or gates less than 1 meter wide in terms of access will need to be discussed with BWE staff prior to your event to prevent any issues with delivery and pickup. If we have any difficulties, our staff reserve the right to cancel any item upon arrival with the full hire fee applicable.**
13. **Inflatable Amusements** – Inflatable amusements are best located on grass but can be set up on concrete/bitumen provided that: BWE receives prior notification and 4 to 8 Tie down points are provided and In the event of windy weather BWE Staff may decide it is unsafe to operate the amusement. There may be a fee if we get to your location and you need to be set up on concrete and you have noted grass.
14. Supervisions – All supervisions are completed by 12 midnight at the latest.
15. The client agrees to provide a proper number of attendants and stewards to ensure the sufficient supervision of the venue and to prevent the entry of undesirables. Also to ensure proper conduct of the audience during the engagement for the safety of the Client and preservation of order. It shall provide a safe, properly constructed and sheltered area for each activity unless BWE has approved an alternate outdoor venue for the activity. It is the hirer's responsibility to obtain local council permits if required.
16. **Pool Inflatables:** Our Drivers DO NOT set up the Pool Inflatable, that is the responsibility of the Pool Attendants. The inflatable must be dry when it returns to our factory. If we are picking the inflatable up from you it must be rolled & dry ready for our driver when he arrives to collect. **\*\*\* If the inflatable is found to be wet on return back to our factory you will then be charged a cleaning & drying surcharge of \$165.00\*\*\***
17. **Mechanical Bull and Mechanical Surf/Snowboard:** Must have adequate electricity supply within 20 meters of setup onsite. Preferably a separate power point circuit, ie nothing else running of this power source. We also require the knowledge of any stairs for access; please inform BWE staff if you have not already done so. Also, must be flat area for setup, minimum access width is 1 meter. The Mechanical Bull or Surf/Snowboard cannot be setup in the rain or running in wet weather. If wet when staff arrive, we reserve the right to terminate your booking with full fee still payable, otherwise setup will take approximately

45 minutes once the rain has ceased. Undercover areas such as marquees may be an option in case of bad weather. If a generator is required (no electricity available), please be aware if you choose not to use a BWE generator, we take no responsibility if the Mechanical Bull or Surf/Snowboard doesn't operate due to the sensitive computerized control equipment.

18. The client shall indemnify the Owner from any direct loss, damage or injury of whatever kind during the subsistence of this agreement, arising wholly from the default of the client in the observance of any of his obligations here under or from any trespass, negligence act or omission of the client, agents or any person under its supervision, direction or control. Notwithstanding the above the Owner will be liable if it is deemed negligent.
19. The client agrees that they shall take full responsibility for any loss / damage of props / equipment directly caused by Patrons / Client during the event and make payment according to the extent of damage / loss.
20. Persons / Patrons aged 18 years and over are required to sign Disclaimer Forms before participating on any inflatable amusement.
21. The Owner or its employees have the authority to close down any activity where the client has been deemed to contravene sections 12 through 15.
22. In the unlikely chance we are late; Bubbling with Energy will ensure that the number of hours you have booked our entertainment for will not be jeopardized.
23. Bubbling With Energy will not accept responsibility for machines such as Fairy Floss, Popcorn or Sno Cones, if the machines do not operate efficiently when placed in an environment where elements such as air conditioning, wind, heat etc are out of Bubbling With Energy's control. Refer to Section 11 with regards to electricity requirements.
24. Equipment such as Fairy Floss, Popcorn, Sno Cones, Bubble Machine, Smoke machine, chocolate wheel, Helium bottle & regulator, games trailer or Chocolate Machine requires a \$300.00 bond, which can be taken by credit card or cash which will be returned to you upon inspection of the hired equipment on the bases that the machine was returned to BWE in the same condition in left in.

**\*\*MINIMUM ACCESS REQUIREMENTS\*\***

**CASTLES & COMBO'S:**

Mini, Midi & Medium Jumping Castles – 1 metre  
Kids Large Jumping Castles – 1.2 metres  
Interactive 4in1 & Mega Interactive 5in1 Combo's – 1.5 metres  
Adult Jumping Castles – 1.5 metres

**INTERACTIVE GAMES:**

All interactive games excluding those listed individually require 1 metre  
Bungee Fun Run – 1.2 metres  
Human Flywall – 1.2 metres  
Full Court Press – Direct drive up access  
Human Table Foosball Combo – Direct drive up access  
Human Table Football - Direct drive up access  
Mechanical Bull – 1.2 metres  
Mobile Rock Climbing Wall – Direct drive up access

**OBSTACLE COURSES:**

Adrenaline Rush II – Direct drive up access  
Circus Obstacle Course – 1.2 metres  
Jurassic Adventure - Direct drive up access

**SLIDES:**

Dinosaur Slide – 1 metre  
Dual Lane Slide – Direct drive up access  
Monkey Dual Lane Slide - Direct drive up access  
Giant Sabretooth Tiger Slide - Direct drive up access

**ARCADE:**

All arcade equipment excluding those listed individually require 1 metre  
Air Hockey - 1.6 metres  
Soccer/Foosball Table – 1.5 metres  
All car & bike race simulators (Sega Rally, etc...) – 1.5 metres  
Alpine Ski & Jet Ski – 1.5 metres  
Dance Machine & Final Furlong – 2 metres

**\*\*Please complete the following, sign & return within 5 days of making your booking to confirm it is proceeding. All questions MUST be completed even when not applicable. Your event will not proceed unless this has been received.\*\***

What equipment/ entertainment are you hiring? \_\_\_\_\_

Will set up be on grass or concrete? Can pegs be used? \_\_\_\_\_

How much set up area (list in meters) do you have available? \_\_\_\_\_

Please list in centimetres the access that you have available: \_\_\_\_\_

If there area any obstacles such as air conditioners, water heaters or taps down the side of your house/ venue which would make the above access smaller, please list what obstacles there are & The amount of access available where they are located: \_\_\_\_\_  
\_\_\_\_\_

Are there any stairs & if so how many? Are the stairs ascending or descending to the set up area?  
\_\_\_\_\_

If we must use a lift for delivery, what are the interior measurements as well as that of the door?  
\_\_\_\_\_

Each inflatable must have its own separate power outlet available within 20 metres (No double adaptors/power boards). Will you have this available? (Care - some equipment requires more than one fan, therefore more than one power outlet. Please check with office if unsure) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**I, the below signed, acknowledge and have read the above terms & conditions and will ensure these are adhered to during the hiring period which begins from the time the inflatable is set up until it is collected by a representative of Bubbling With Energy. The above information is correct and true. I understand that my booking may be terminated if any of the above information is false:**

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Position Held:** \_\_\_\_\_

**Invoice Number:** \_\_\_\_\_ **Event Date:** \_\_\_\_\_

**Please note:** If any of the above information is deemed to be false when our staff arrive or we do not have adequate access for delivery, termination of your booking may occur with a termination fee to be charged.

Please return at least 3 days PRIOR to your event; Post to: Bubbling with Energy, Unit 6, 14 Stennett Road, INGLEBURN NSW 2565, Fax: 02 9829 2623 or email [sales@bubblingwithenergy.com.au](mailto:sales@bubblingwithenergy.com.au)