

Kids Just Wanna Have Fun Amusement Hire

BMN Enterprises Pty Ltd As Trustee For The Tripoli Family Trust Trading As
A.B.N. 59 696 113 928
Phone: 9275 6835 Fax: 9275 5275

CONDITIONS OF HIRE FORM

1. INTERPRETATION

1.1 Definitions

“**Application Form**” means the rental agreement application form completed by the hirer which shall form part of the agreement.

“**Delivery Address**” shall mean the address to which the hirer has requested the Equipment be delivered for hirer’s use.

“**Hirer**” means the party or parties named as hirer on the application form.

“**Jukebox**” refers to the Jukebox hired under this agreement by Kids Just Wanna Have Fun Amusement Hire.

“**Amusement Equipment**” refers to the Amusement Equipment hired under this agreement by Kids Just Wanna Have Fun Amusement Hire.

2. HIRE OF JUKEBOX and / or AMUSEMENT EQUIPMENT

2.1 Kids Just Wanna Have Fun Amusement Hire agrees to rent a Jukebox and / or Amusement Equipment to the hirer for use on the date indicated in the application form on the terms set out in this agreement.

3. PAYMENT OF HIRING FEE AND SECURITY DEPOSIT

3.1 A 20% deposit is required to secure your booking for Amusement Equipment and \$50 deposit if you only hire a Jukebox. This is non refundable should you cancel your order.

3.2 The security bond of 50% of the total hire and the balance of the rental fee will be payable by the hirer on delivery in cash only of the jukebox and / or amusement equipment.

3.3 Payments can be made by cash, cheque or credit card (MasterCard or Visa card). If paying by cheque, it must be received seven (7) days prior to your function date.

3.4 All orders are strictly COD and hire equipment will not be supplied without payment.

3.5 A late collection fee of \$50 will be payable by the hirer if the jukebox and / or amusement equipment is not available for collection on the set collection day and time arranged. (i.e. hall or house is locked or unattended)

3.6 All dishonoured cheque fees will be paid by the hirer.

4. DAMAGE TO / LOSS OF JUKEBOX and / or AMUSEMENT EQUIPMENT on HIRE FROM KIDS JUST WANNA HAVE FUN AMUSEMENT HIRE

4.1 The hirer is the person totally responsible for the safe keeping of the jukebox and / or amusement equipment from the delivery time to the pick-up time. Any damaged / lost / stolen equipment will be paid for by the hirer immediately on demand by Kids Just Wanna Have Fun Amusement Hire.

4.2 The hirer agrees to pay Kids Just Wanna Have Fun Amusement Hire the scheduled replacement cost for the Jukebox and / or Amusement Equipment if the Jukebox or Amusement Equipment hired is lost, stolen or damaged beyond repair between the time of delivery to the time of collection. Any damages that can be repaired, the cost will be quoted once the damage has been assessed.

The scheduled replacement costs are:

4.3 The hirer will at all times comply with the operating instructions relating to the operation and handling of the jukebox and / or amusement equipment which will be delivered with the jukebox and / or amusement equipment on the delivery date.

4.4 The hirer shall be responsible for ensuring the that jukebox and / or amusement equipment is kept **undercover at all times** and is not exposed to rain, water, high humidity, direct sunlight, heat or any other damaging factor.

4.5 The cost of any repairs or replacement of will be deducted from the security bond held by Kids Just Wanna Have Fun Amusement Hire. Any additional costs of repair or replacement costs incurred in excess of the security bond are to be paid by the hirer immediately on receipt of demand by Kids Just Wanna Have Fun Amusement Hire.

5. POWER CONNECTION and POSITIONING * VERY IMPORTANT *****

5.1 Kids Just Wanna Have Fun Amusement Hire will supply an extension cord if necessary. The maximum extension cord length permitted is **10 meters**, measured from the first power point. (NOT a plug board). The jukebox and / or amusement equipment is to be kept under a permanent shelter or marquee with side walls (for protection against the weather), (NOT UNDER A TARPAULIN OR IN THE OPEN AIR). It **must** be placed on a **stable wooden platform or cement slab and or hired dance floor for protection against dirt or mud if used in a marquee.**

6. SECURITY BOND

6.1 In the event the jukebox and / or amusement equipment is collected by Kids Just Wanna Have Fun Amusement Hire in an undamaged state, the security deposits will be refunded to the hirer at that time.

6.2 If the Jukebox is confiscated by any law enforcement agency the hirer will forfeit their security bond.

7. STORAGE

7.1 If the hirer is in possession of the jukebox over night the hirer will be responsible for storing the jukebox in a lockable room. The jukebox shall be moved to and from that lockable room in accordance with the instructions on operation of the jukebox delivered with the jukebox to the hirer.

8. FAILURE OR MALFUNCTION OF JUKEBOX and / or AMSUEMENT EQUIPMENT

8.1 Kids Just Wanna Have Fun Amusement Hire offers an after-hours service for any problems that may occur during the hiring period. Please phone 9275 6835, 0419 912 977 or 0408 855 722.

8.2 In the event of there being a failure or malfunction of the jukebox and / or amusement equipment during the time it is in possession of the hirer which does not arise through misuse, mistreatment or some other breach of this agreement by the hirer the hirer acknowledges that Kids Just Wanna Have Fun Amusement Hire will be responsible for a partial or complete refund of the hiring fees.

8.3 Kids Just Wanna Have Fun Amusement Hire's liability to the hirer in such circumstances shall be limited to a maximum of a complete refund of the hiring fee.

8.4 The hirer agrees to indemnify Kids Just Wanna Have Fun Amusement Hire in relation to any claims by persons or entities who are not parties to this agreement arising out of the failure or malfunction of the jukebox and / or amusement equipment during the time of hire.

9. USE OF JUKEBOX OTHER THAN AT PRIVATE RESIDENCES

9.1 If the hirers function is held at an address other than a private residence, (for example a hall, School or non-secure club etc) the jukebox must be collected by Kids Just Wanna Have Fun Amusement Hire immediately after the function. An after-hours fee for collection by Kids Just Wanna Have Fun Amusement Hire will apply. If the hirer is staying overnight at the hall the Jukebox must be collected at the arranged time the morning after the function before the hirer leaves the hall. A set pick-up fee will apply.

9.2 Kids Just Wanna Have Fun Amusement Hire has the right to determine if a premises is secure for storing the Jukebox at that premises overnight. If the premise is not approved after inspection on delivery of the Jukebox, an after-hours collection fee will be charged and payable with the Jukebox rental costs.

10. CANCELLATION

10.1 All cancellations must be given in writing. If you cancel your order, Kids Just Wanna Have Fun Amusement Hire may keep the booking deposit, however the hirer shall be entitled to a credit which may be applied to book one (1) other function which must be within 12 months from the original booking date. Should full payment of your order be made and you then cancel prior to your function, Kids Just Wanna Have Fun Amusement Hire will charge a cancellation fee of 20% of the total hire.

11. LICENSING

11.1 Kids Just Wanna Have Fun Amusement Hire holds relevant licenses to allow the use of the jukebox at a private residence, function centre's and halls.

Customer Name: _____ **Company Name:** _____

I have read and understand the Conditions of Hire and agree for myself and on behalf of the above organization to be bound by them.

Customer Signature: _____

Dated: _____