

**ADVENTURE PLAY PTY LTD (ACN 606 316 581)**  
**ATF GJ MAPS FAMILY TRUST**

**CUSTOMER DETAILS**

Name: \_\_\_\_\_  
("Lessee")

Location: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**TERMS AND CONDITIONS**

**1. Equipment**

1.1 The Lessee hires from Adventure Play as Lessor, the following equipment:

\_\_\_\_\_  
\_\_\_\_\_

1.2 The Costs of Hiring the Equipment will be as follows:

\$ \_\_\_\_\_  
("Hire Fee")

1.3 Twenty-five percent (25%) of the Hire Fee is payable at time of booking to secure the booking.

1.4 The remaining seventy-five percent (75%) of the Hire Fee is payable upon delivery.

1.5 If Adventure Play reasonably decides that the equipment is excessively soiled while in use, the Lessee will pay Adventure Play a cleaning fee equal to fifteen percent (15%) of the Hire Fee.

**2. Delivery and installation**

2.1 Adventure Play will deliver the equipment to the Location address specified by the Lessee and install it.

2.2 The Lessee grants to Adventure Play a license to enter the Location Address for delivery and installation of the equipment and to re-enter the Location Address at the agreed time to collect the equipment.

**3. Rules for Use**

3.1 The Lessee agrees to observe the following rules while using the Equipment:

- a) the equipment is not to be used while it is being installed or disassembled;
- b) all users must remove their shoes, glasses, jewelry and badges before using the equipment;
- c) all users must wear socks;
- d) only users of a similar size and age will use the equipment at the same time;
- e) no person over the age of eight (8) years will use the equipment;
- f) the equipment is not to be overcrowded, and the Lessee is to limit the number of persons using it according to their age and size;
- g) no person will climb the outside of the equipment;
- h) no food, drink or chewing gum is to be allowed on or near the equipment;
- i) all children using the equipment will be supervised by an adult who is not under the influence of alcohol or mind altering drugs to ensure that it is being used in compliance with these Terms and Conditions (the safety of users is solely the responsibility of the lessee);
- j) the equipment is to be kept in a clean condition;
- k) no substances, including but not limited to face paint, bubbles, silly string, gum or lollies are allowed on the equipment;
- l) no person is to smoke on or near the equipment;
- m) no animals are to be on or near the equipment;
- n) no pets, toys or sharp instruments are to be allowed on or near

the equipment;

o) the Lessee is to provide an area for the equipment sufficiently large that there are 2 clear meters around it;

p) the Lessee will not move or modify the equipment for any reason;

q) the Lessee is responsible for any damage to the equipment.

**4. Safe Operation**

4.1 The Lessee acknowledges that they have been instructed about and fully understands the safe operation of the equipment.

4.2 The Lessee agrees to observe all safety precautions.

4.3 The Lessee agrees that it will not alter or attach items to the equipment without the written approval of Adventure Play.

**5. Condition of Equipment**

5.1 The Lessee agrees to keep the Equipment in the same working condition that it was in at the commencement of the Lease, save for fair wear and tear.

**6. Weather**

6.1 Adventure Play reserves the right to cancel any agreement between the parties in the event of Severe Weather.

6.2 The Lessee agrees to evacuate the equipment immediately if the equipment is exposed to rain.

**7. Equipment not Returned**

7.1 The lessee hereby warrants that they will pay the full cost of replacing the equipment if it is unable to be returned.

**8. Warranty and Limitation of Liability**

8.1 Adventure Play warrants that the equipment is in good working order on the date of this agreement.

8.2 Insofar as it is possible Adventure Play's liability with regard to faulty equipment is limited to the repair or replacement of faulty equipment.

8.3 Adventure Play will not be liable for any consequential damage arising out of or in connection with the use of or performance of the equipment.

**9. Title not Transferred**

9.1 The Lessee agrees to keep the equipment in their control and custody.

9.2 The Lessee will not sublease, rent, sell or remove the equipment from the Location.

9.3 The equipment will remain the property of Adventure Play and they may attend and remove the equipment at any time after termination of this Agreement.

**10. Release**

10.1 The Lessee hereby releases Adventure Play from any and all liability arising from the use of the equipment including but not limited to injuries sustained during use and consequential damage arising from use of the equipment.

10.2 The Lessee will hold Adventure Play, its employees, officers and agents harmless against any claim arising from the use of the equipment.

**11. Entire Agreement**

11.1 The Parties agree that this document constitutes the whole of the agreement between them.

**12. Applicable Law**

12.1 This agreement will be governed by the laws of Victoria.

**SIGNING**

By signing below, I hereby confirm that I have read and understood the above conditions and agree to be bound by them.

Signed by the Lessee

Date: \_\_\_\_\_

Signed by the authorised representative of Adventure Play

Date: \_\_\_\_\_