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Conditions of Hire

All rates are for weekly (7 days) or weekend (Saturday and Sunday) hire. Longer on request. Please notify us in writing of any problems including broken or missing parts. All toys/items to be returned cleaned and undamaged otherwise charges will apply. This includes drying the toys/items in wet weather conditions or preferably moving undercover/indoors. If this is not done, a cleaning fee will be charged. Day-before or delivery-day cancellations will not be refunded.

1. No food or drink of any kind is to be consumed by a child using the hired items (including lollies and water). Barefoot or shoes only (no socks as this increases the risk of slipping.).
2. Ball pit specific conditions:
 - (a) For children aged 6 months to 3 years only;
 - (b) Parental supervision at all times;
 - (c) No shoes inside the ball pit;
 - (d) Children to be lifted in and out of ball pit by an adult.
3. A pre-arranged date of delivery and pick up will be agreed for the hire items. If for any reason the hirer is unable to meet these dates please notify Tiny Tots Toy Hire (the owner) in advance to allow alternative arrangements. If there is any disruption to the owner collecting the hire items that is caused by the hirer, the owner reserves the right to charge a late penalty fee.
4. The hirer undertakes to carefully inspect the item/s when they are picked up or delivered and if there is any damage, loss or shortage to give immediate written notice to the owner (or if delivered, within 24 hours from time of delivery).
5. The hirer is responsible to ensure that the item/s hired are suitable for the age and skill of the children using them. Please note, age appropriateness stated is meant as a guide only. The hirer must ensure that any or all children using any equipment supplied by the owner are supervised at all times.
6. The owner shall not be liable for personal injury or property damage except personal injury or property damage caused by the negligence of the owner, its servants or agents. The hirer specifically agrees that the owner shall not be liable for special, indirect or consequential damages arising out of or in connection with the use of the item/s even if the owner has been advised of the possibility of such damages.
7. Should any hired item be stolen, destroyed or irreparably damaged from any cause whatsoever, excepting the negligence of the owner, its servants or agents, the hirer shall pay immediately on demand, the replacement value as nominated by the owner. If individual parts are lost, cost of part or whole product will be charged. In the event of loss or theft of the items supplied, the hirer must provide the following:
 - (a) A police report in the case of theft;
 - (b) A signed statutory declaration in the case of loss.
8. The item/s shall remain the sole and absolute property of the owner and the hirer shall not sell or offer for sale, assign, mortgage pledge, underlet, lend or otherwise part with possession of the item/s or any part of the item/s, and shall not, without written consent from the owner, remove the item/s from the delivery address. The hirer will protect the item/s against distress, execution or seizure and indemnify the owner against all losses.
9. The interest of the hirer under this agreement shall not be transferred except with prior written consent of the owner. It shall be the hirer's duty to obtain execution by any such transferee of any document required by the owner in connection with any transfer.
10. Subject to any contrary statutory provisions this agreement contains the whole of the agreement between the parties and the owner shall not be responsible for any undertaking, representation or warranty given orally or otherwise by the owner or any of its officers, servants and agents which is not specified in this agreement.
11. The owner may forthwith determine the agreement without notice and it shall be lawful for the owner to retake possession of the said item/s and for that purpose to enter into or upon any premises where the same may be and the determination of the hiring under this condition shall not affect the right of the owner to recover from the hirer any monies due to the owner under this agreement or damages for breach thereof; if the hirer should:-
 - (a) Neglect to pay the rental or other monies owing under this agreement for a period of 7 days;
 - (b) Abandon the item/s;
 - (c) Vacate the premises where the item/s are located without obtaining consent to a transfer of their interests;
 - (d) Allow a receiver or administrator to be appointed in respect of his business;
 - (e) Commit an act of bankruptcy;
 - (f) Enter into any composition or arrangement with creditors;
 - (g) (Being a company) allow a winding up petition to be presented against it or enter into compulsory or voluntary liquidation (not being voluntary liquidation only for the purposes of amalgamation or reconstruction);
 - (h) Do or cause to be done any act by which the owner's rights in the said item/s may be prejudiced or put in jeopardy.
12. The hirer shall not bring or maintain or be a party to or assert any action, claim, counter-claim or set-off at law or in equity at variation from or inconsistent with any of these conditions.
13. The person signing this document for and on behalf of the hirer hereby covenants with the owner that they have the authority of the hirer to make this contract on the hirer's behalf and is empowered by the hirer to bind the hirer to this contract and hereby indemnifies the owner against all losses and costs involved by the owner arising out of the person so signing this contract failing to have such power and/or authority.
14. Payments for events cancelled upon delivery or in less than 48 hours' notice will not be refunded.
15. The contract and these conditions shall be governed by and construed and take effect in accordance with the laws of the State of New South Wales and the Commonwealth.

I have read, understood and agree to the above terms and conditions:

Full name of Hirer _____

Signature of Hirer _____

Date _____

Thank you for choosing Tiny Tots Toy Hire!