

## Kapiti Castles Terms & Conditions

### Definitions

- 1.1. The "Client" means the person/s, organization or company booking the equipment, act or entertainment with the "Company."
- 1.2. The "Company" mean Kapiti Castles Limited (including Kapiti Castles, Kapiti Test & Tag, Kapiti Celebrants, Accelerate Photo-Agency).
- 1.3. 'Dry' hire is the hire of equipment for the 'client' to operate and supervise themselves.
- 1.4. 'Wet' hire is the hire of equipment or entertainment accompanied by a representative of the 'company' to supervise the use of the booked equipment. All equipment will be presumed Dry hire unless specified.
- 1.5. The "Booking form" means either the online booking form on the website, the email booking form sent to clients, or the booking form completed via our telephone operators & admin team.

### Bookings, General terms, Delays, Breakdowns & refunds.

- 2.2. All equipment always remains the property of the company.
- 2.3. By placing an order with us either verbally or via e-mail regardless of whether a booking form has been returned or booking fee paid it is deemed that the customer has read, understood, wholeheartedly agreed to and is bound by all our terms and conditions of hire.
- 2.4. In the event of traffic or other uncontrollable circumstances preventing us from being able to fulfil our contracted obligations, our liability shall be limited to a refund of any monies paid concerning the contracted event on a pro-rata reduction in the hire fee in the development of delayed start (based on event start time only). No further compensation will be paid irrespective of any loss of earnings or additional expenses incurred as a result of the hire. Delivery fees are also not covered by our pro-rata reduction policy.
- 2.5. Any delays to start times will be compensated for in time where possible and not money. i.e., if we start an event 1hr late, we will add the shortfall in time to the end of your event so please bear this in mind when scheduling entertainment times and be as flexible as possible to avoid disappointment. This will generally be capped at 1hr unless agreed on site on the day. Any delays longer than 1 hour can be reimbursed on a pro-rata basis.
- 2.6. In the event of any mechanical breakdown of equipment during your event preventing us from being able to fulfil our contracted obligations, our liability shall be limited to a refund of any monies paid concerning the contracted event on a pro-rata reduction in the hire fee (based on event start & finish time only). No further compensation will be paid irrespective of any loss of earnings or additional expenses incurred as a result of the hire. Delivery fees are also not covered by our pro-rata reduction policy.
- 2.7. Pro rata reductions & refunds are also limited to the specific items at fault, not the package. This includes generator failure being limited to the cost of the generator only, not the things being powered by it. If this causes any concerns, please be sure to book backup generators. Backup generator hire is strongly recommended for large events where possible.
- 2.8. Electrical breakdowns that fall short of the power requirements will not be refunded under any circumstances. Nor will the company or any of its employees be held liable for any losses arising as a result. Should you not have a standard power supply available within 25 meters of an electronic or inflatable item, you may be required to hire a generator. Please contact us if you have any concerns & please make sure you read and understand each piece power requirements in full to avoid disappointment.
- 2.9. If you are unhappy with your entertainment on arrival or the time in which it arrived, please contact the office immediately. Do not sign the driver's paperwork without placing your concerns in the comments box at the bottom right-hand side of the disclaimer. Once payment has been made and a signature obtained to say that you are happy with the goods on the day, it is impossible for us to negotiate on price afterward and as such, no compensation can be offered.
- 2.10. When submitting a booking form, our booking system will show the availability of items only. Not the capacity to be able to deliver them. In some instances, certain things may be available at certain times of the day when our drivers and vehicles are free, which doesn't suit your requested delivery slot. However, we will make you aware of this within 24hrs should you book with us.

- 2.11. Please ensure you have read and understood our health & safety section with regards to your requirements before placing an order. All our documentation is available online to view before you place an order or via email if not active online. Should a booking be cancelled in advance or on the day of the event due to issues surrounding our health & safety policy, insurance, disclaimers or other documentation, standard cancellation fees apply. If in doubt over our terms & conditions, please contact us for verification.
- 2.12. Please be aware that Kapiti Castles Limited do not provide any form of 1st aid and that all events booked must have a dedicated 1st aider supplied by yourself. In the case of more significant events, we recommend contacting the local Ambulance service for the game to be coordinated as smoothly and as safely as possible. Kapiti Castles Limited and its employees accept no responsibility for issues arising as a result of lack of on-site 1st aid.
- 2.13. All entertainment delivered to the site will be inspected and will be signed for by someone from the erection team and by the customer, venue, client or representative to ensure they are pleased with delivery and that the goods were received in good working order & fit for purpose.
- 2.14. Please be aware that If the person who booked the entertainment is not available to sign for the goods and no alternative representative appointed at the time of booking, we will not be able to leave the equipment and must go promptly to attend any other reservations we may have unless a representative comes forward to sign our documentation. We also reserve the right to appoint a representative on your behalf if required.
- Once this has been signed at the start of the event, nothing further can be considered. This document is also a liability waiver and must be signed before the event start time.
- 2.15. Any delays associated with any documents will come from the hire period and may be chargeable. Should this cause a delay, no reimbursement will be given in terms of money, time or another commodity. In addition to the above, the on-site disclaimer/ waiver can be viewed in advance if required on request if you, your guests or your organization has any concerns.
- 2.16. Any problems or damages occurring on the hire should be reported to the office as soon as possible. There is always someone available throughout the duration of your hire, including all late nights but excluding overnight hires. Once a problem or damage has been reported, the office will advise if the items are safe to use but please DO NOT use the items until advice has been received from the office as they may lead to a severe accident. Please bear in mind that weekend and summer times there is a high volume of calls so keep trying. Any equipment that has not been reported damaged and any damage to persons and or property will not be considered as a result of failing to report. The telephone number is (022) 099 0843 for telephone calls only.
- 2.17. Any equipment delivered in error delivered faulty, incomplete or missing regardless of fault or blame will result in the client been given the option to substitute the item/ items.
- 2.18. If delivery is accepted and signed for then, this is deemed the outcome and cannot be compensated for if it was received on delivery. Sadly, changing your mind after arrival will also result in a higher charge. Any items substituted accidentally or delivered incorrectly that go unnoticed by either party will, unfortunately, must remain on site until agreed times. If a thing offered in error is more expensive than the original, there will be no charge from our company. If the items produced are cheaper than a partial refund may be offered. No further compensation will be considered in either case.
- 2.19. If the client accepts no substitution then, unfortunately, we will only offer a 50% reduction on that item to cover costs even if we are 100% at fault. Unfortunately, these things will happen from time to time, and it never has attention to let anybody down. We have full, and strength in house regimes protect ourselves from these incidents; however certain things may occasionally slip through the net.
- 2.20. If a piece of entertainment is imperative to your event, then we strongly suggest booking a spare. In the game of substitution be made Kapiti Castles Limited reserve the right to substitute for equipment with anything up to double the value of your entertainments as a gesture of goodwill, and no further compensation will be offered.
- 2.21. Should substitution be rejected then as above we will only offer a 50% reduction hire fee, and in line with the rest of our terms and conditions no further compensation will be provided, and in booking our entertainment, you accept to absolve us from any legal issues that may arise.
- 2.22. Any damages occurring to equipment may be charged for in full if signed for as delivered in good condition.

- 2.23. Regardless of fault or blame, our service contract to you is that we will endeavour to send someone out to you within 2hrs + travel time to correct any issues that may have occurred. We will attempt to bring a replacement although this may not be like for like due to limited availability on the day. Unfortunately, we are aware that this 2hrs may not be perfect for scheduled parties, however, if you're even is time sensitive, we strongly advise having an event supervisor/ Event manager on site to assist in all technicalities.
- 2.24. All participants must always wear appropriate clothing, and this includes covering ALL areas of exposed skin. Socks must be worn at all time, along with long sleeve & long leg garments to protect users. No responsibility can be taken for users not wearing suitable clothing on the day and or being supervised correctly. PVC products can become hot and can cause friction burns if not used successfully.
- 2.25. Please be aware that our insurance policy runs out mid-season and as such there may be delays in us being able to issue certificates as confirmation. Please be aware that this is most likely to occur at the end of May and at the beginning of June. If this presents an issue, please contact us in good time for confirmation. If in serious doubt, then it may be a good idea to contact your insurers. Kapiti Castles Limited accepts no responsibility for any delays occurring as a result of the above.
- 2.26. On booking and hiring any of our equipment you are entering into a nondisclosure agreement and as such any form of slander or discussion on the internet in places such as Google, Facebook or any other social media sites. Infringements may result in legal action or an invoice for defamation to the value of \$250 per violation.
- 2.27. In addition to the above, should you resort to social media, we will cease all communications.

## Cancellations

- 3.1. Cancellations Policy: Once you have placed an order you have entered into a contract. However, we understand that cancellations are needed to be made from time to time, our cancellation terms are outlined below and are designed to be very reasonable. The policy is only in place to protect both our and your best interests and ensure that our out of pocket expenses are covered. It is not designed to be profitable on our part;
- 3.2. Orders up to \$100: Cancellations are accepted. All we ask is that you cancel the order before 12noon on the Friday before your event. Should your order be cancelled after 12noon on the Friday before your event or on the day of the game (including refusal of delivery on arrival) your order will be subject to a 100% cancellation fee (Reduced to 75% if paid within 7 days) to cover cost already laid out for your booking such as the testing and organizing of your entertainment, loading up, vehicle & generator hire and staff commitments which will now have to be paid for regardless of whether your event goes ahead or not. All payments made will be treated as a booking fee and not a deposit and as such, non-refundable. Any cancellations made on site, after the entertainment, has been erected or even semi-assembled will be subject to 100% cancellation fee. (No reduction is offered)
- 3.3. Orders between \$100 and \$300: Cancellations are accepted but must be made at least seven days in advance of the event in order not to incur a cancellation charge. Cancellations made between 7 days in advance of the event and up until 12noon on the day before your event will be subject to a 50% cancellation fee (Reduced to 25% if paid within seven days) to cover our costs. Should your order be cancelled after 12noon on the day before your event or on the day of the event (including refusal of delivery on arrival) your order will be subject to a 100% cancellation fee to cover cost already laid out for your booking such as the testing and organizing of your entertainment, loading up, vehicle & generator hire and staff commitments which will now have to be paid for regardless of whether your event goes ahead or not. All payments made will be treated as a booking fee and not a deposit and as such, non-refundable. Any cancellations made on site, after the entertainment, has been erected or even semi-assembled will be subject to 100% cancellation fee (Reduced to 75% if paid within seven days)
- 3.4. Orders between \$300 and \$600: Cancellations are accepted but must be made at least 14days in advance of the event in order not to incur a cancellation charge. Cancellations made between 14 days in advance of the event and up until 12noon on the day before your event will be subject to a 75% cancellation (Reduced to 50% if paid within seven days) fee to cover our costs. Should your order be cancelled after 12noon on the day before your event or on the day of the event (including refusal of delivery on arrival) your order will be subject to a 100% cancellation (No reduction offered) fee to cover cost already laid out for your booking such as the testing and organizing of your entertainment, loading up, vehicle & generator hire and staff commitments which will now have to be paid for regardless of whether your event goes ahead or not. All payments made will be treated as a booking fee and not a deposit and as such, non-refundable. Any cancellations made on site, after the entertainment, has been erected or even semi-assembled will be subject to 100% cancellation fee (No reduction is offered) All long-distance deliveries outside of our hometown may also attract a vehicle hire fee which will be payable on top of any cancellation charges.

- 3.5. Orders over \$600: Unfortunately, all orders over the value of £400 are subject to a 75% cancellation fee regardless of when the request or cancellation is made due to the large amount of preparation and event management that will have taken place already that must be recovered. Should your order be cancelled after 12noon on the day before your event or on the day of the event (including refusal of delivery on arrival) your order will be subject to a 100% cancellation fee (Reduced to 75% if paid within 7 days) to cover cost already laid out for your booking such as the testing and organising of your entertainment, loading up, vehicle & generator hire and staff commitments which will now have to be paid for regardless of whether your event goes ahead or not. All payments made will be treated as a booking fee and not a deposit and as such, non-refundable. Any cancellations made on site, after the entertainment, has been erected or even semi-assembled will be subject to 100% cancellation fee (No reduction is offered)
- 3.6. Cancellations on arrival due to not fitting, unsuitable locations or unacceptable ground conditions: All sizes, dimensions & ground types are displayed on our website. Should we arrive on the day and the items not fit in your chosen venue or event area or the ground be deemed unsuitable, your order will be subject to a 100% cancellation fee to cover cost already laid out for your booking such as the testing and organizing of your entertainment, loading up, vehicle & generator hire and staff commitments which will now have to be paid for regardless of whether your event goes ahead or not. No exceptions. We will try our best to provide an alternative or accommodate the relocation of the entertainment. However, our event staff will only have a finite amount of time allocated to your booking and must keep a tight schedule in order not to disrupt other reservations on that day. All payments made will be treated as a booking fee and not a deposit and as such, non-refundable.
- 3.7. Cancellations outside our Home City area of Kapiti: All delivery locations outside of our home city area may also be subject to additional hire vehicle fees in addition to the above.
- 3.8. Refusal of delivery: Should our team arrive at your venue and for whatever reason you cancel the booking your order will be subject to a 100% cancellation fee (Reduced to 75% if paid within 7 days) to cover cost already laid out for your booking such as the testing and organizing of your entertainment, loading up, fuel costs, vehicle & generator hire and staff commitments which will have to be paid for regardless of whether your event goes ahead or not.
- 3.9. Wet or bad weather is not a valid reason for turning us away without notice and the cancellation charge will still apply.
- 3.10. The only way in which to avoid a penalty is to provide our delivery team with a copy of your Cancellation Confirmation. Failure to pay on the day will result in your case being presented to Credit Recoveries Limited as outlined below. A no-show is also treated as a refusal of delivery. Any cancellations made on site, after the entertainment, has been erected or even semi-assembled will be subject to 100% cancellation fee (Reduced to 75% if paid within seven days)
- 3.11. Testing related cancellations: Please note that equipment testing associated cancellations will be subject to a 100% cancellation fee (Reduced to 75% if paid within 7 days) Any cancellations made on site, after the entertainment has been removed from the vehicle(s) will be subject to 100% cancellation fee (Reduced to 75% if paid within 7 days).
- 3.12. The brand we choose to use is the Kapiti Test & Tag and New Zealand Inflatable Hirers Alliance. While we do not participate in any other scheme directly due to it not encompassing our entire entertainment stock, please contact us for details. The ONLY legal requirement for the safety inspecting of bouncy castles, inflatables, and our equipment is to comply with The Provision and Use of workSAFE New Zealand, (2015). As part of this testing, the tester must be able to demonstrate that the equipment is manufactured following the latest New Zealand "LBI" regulations, which ensures equipment is safe in design and manufacture and fit for purpose as well as providing the apparatus are in a good state of repair.
- 3.13. All Cancellations must be made in writing via letter or email regardless of how the entertainment was booked and within the timescales outlined above.
- 3.14. Cancellations left on a voice mail are not acceptable as they may not be picked up until after your event. It would be best if you spoke with a human being during regular working hours (Mon-Sun, 7 am - 7 pm). Failure to do so may result in a cancellation charge.
- 3.15. Due to the high number of fraudulent cancellation claims, we must make it sufficiently clear that sending an email or letter to us is not proof of delivery. In the case of email, if no confirmation is received from us within 24hrs & in the case of a letter, no response is received within ten days, please contact us immediately via telephone to verify your request has been accepted. If no verification can be proved or cancellation number produced, then you will still be charged the appropriate fee as outlined above.

- 3.16. No cancellation is final until we have sent you a cancellation notice via email. If you haven't received the email, please call us for verification to avoid disappointment and charge.
- 3.17. All booking amendments will be treated in the same manner as cancellations. The cancellation fees apply to the original booking price only. Amending a package to a lesser amount will not eradicate the cancellation charge, and the highest cost will be applicable.
- 3.18. All cancellations are issued with a unique cancellation number for verification purposes. Any cancellation claims made without a cancellation number will still be subject to charges.
- 3.19. All bookings in our system are categorised as confirmed unless stated otherwise.
- 3.20. Failure to adhere to the payment terms & conditions will result in your file being passed over to Credit Recoveries Limited for action. Credit Recoveries Limited is a dedicated debt recovery agent that will act on our behalf to recover any outstanding payments and will represent us in the event of court proceedings taking place. Should Credit Recoveries Limited be instructed to work on our behalf, they will automatically increase the outstanding balance of the invoice.

## Equipment

- 4.1. The company reserves the right to substitute hired equipment with equipment of a similar type and value without notice in the event of previous damage or loss of booked equipment. Due to the nature of inflatables, they are incredibly susceptible to puncture, and substitution is quite likely. Please do not advertise or rely on the equipment if it is the focus of your event and always have back up entertainment in place. If such a puncture should occur in an untimely fashion before your event, and we are unable to repair it in time, we will endeavour to supply a substitute item. Should this occur, we will contact you as soon as we can with an alternative. At this point, you also have the right to cancel without charge. No further compensation will be paid irrespective of any loss of earnings or additional expenses incurred as a result of the other or cancelled hire so; please bear this in mind.
- 4.2. All sizes quoted are approximate.
- 4.3. All goods always remain the property of the company.
- 4.4. The company reserves the right to amend or alter any product specifications without prior notice.

## Photographs & pictures

- 5.1. The company reserves the right to use any images of our equipment regardless of who took the photo and where it was displayed. We would not seek permission to use these photographs or images if they were made by yourself or the guests. We reserve the right to use these in any further marketing as we see fit.
- 5.2. The company also reserves the right to use aerial drones to capture images at your event. We will accept a booking as confirmation that you are ok with this unless specifically requested. We will not ask for further permission so please bear this in mind.
- 5.3. Please be aware that in entering into a contract with and paying our invoice, you permit for Kapiti Castles Limited to retain the legal and moral rights to all photographs taken of equipment that was hired from us and indemnify us from any legal issues arising as a result. That means that in utilizing one of our items, you agree to allow us to use any photographs taken by you as a customer or use any pictures in your possession. This includes but is not limited to your customers, events without any further express permission from yourselves after purchase.
- 5.4. We also retain the right to take pictures from any internet source we choose, i.e., any of your website, flyers and social media accounts, etc without asking permission. We then retain the right to publish these on our marketing materials such as website etc. and distribute them to new customers as we see fit.
- 5.5. Please only use photographs from our website for advertising purposes that don't contain people as this may be our previous customers if unsure which is which please call us on the number displayed on this website.
- 5.6. Please be aware that we rely heavily on the pictures acquired in the manner outlined above and the products are subsidized accordingly to reflect the lack of a photography shoot. Should you not wish to indemnify us or agree to the above, please inform us at the time of order & please be aware that there will be a \$35 waiver charge.

- 5.7. Many of the products on this website are stock images for advertising and marketing purposes only. Not all products are for hire by Kapiti Castles Limited.

### Site Location, Facilities & Conduct

- 6.1. Hired equipment will be set up in one location only as agreed on arrival and will not be moved once unloaded and erected. Do not under any circumstances attempt to relocate or reposition the equipment once installed for any reason no matter how simple task may look. This is dangerous and may result in injury. All our staff is fully trained professionals. Any damages or injuries arising as a result not be dealt with by our company and will be passed directly to the event organizer/organization or individual who booked the event.
- 6.2. The company reserve the right to refuse delivery if the venue or site is deemed to be unsuitable by our delivery personnel or if the client has failed to notify the company of any delivery obstructions such as stairs or excessive loading distances from our vehicle to the installation site. In such a case no refund will be given, and the full hire fee will be due. All delivery fees are heavily subsidized to attract workers into certain areas. Any failed deliveries will be subject to return delivery fees more in line with staffing costs, hourly rates, fuel costs, and other expenses incurred and may be way above the original delivery fees.
- 6.3. The client is responsible for ensuring that proper security and crowd control measures are in place before the start of the event. This includes the safe provision of Generator fencing and hoarding etc. we provide the entertainment only unless our services as supervisors/ event managers are provided. Full guidance and safe operation sheets can be provided in advance should you require. If no guidance is requested, it will be presumed that you are aware of the requirements and as such we will not accept any liability for loss or damage. The client is also fully responsible for any damages to personal or physical goods or property located within the installation area. This includes but is not limited to damages arising as a result of power or equipment failure.
- 6.4. The company reserves the right to cease operation and remove hired equipment from the site if at any time a representative of the company feels that guests or clients conduct endangers the safety of the guests, clients, themselves or the safety of the hired equipment. In such cases, no refund will be given, and full contracted fees will be due to the company.
- 6.5. Dress Code; Due to the ever-changing workload of our entertainment staff throughout the day, it has been difficult choosing an appropriate uniform. When we work for entertainment agencies, they often prefer us to use unmarked vehicles and clothing, when we work for corporate functions were frequently requested to wear their corporate dress code to match other suppliers, outdoor events are usually Hi-Viz provided by the organizer and there is a whole host of other dress codes varying massively from wedding functions to private parties. As such, we now request that all clients inform us of what dress code they require, or we will select a system that works for us ourselves.
- 6.6. Supervision; At least two responsible adults must supervise all inflatables at all time per exit and entrance at all time. Please ensure these adults have adequate insurance in place and suitable experience. Should you not wish to take the risk, we can provide proper insured staff on request at an extra cost. We must also insist that there is one member of the team in place to monitor lousy weather conditions, with attention to the Beaufort Scale.
- 6.7. Bad weather; Please bear in mind that all our items are weather sensitive. Inflatables being more sensitive than most. Our policy is that we will turn up regardless of the weather conditions and install the equipment as agreed, however safety is paramount, and although items may be fixed, they may not be suitable for use during some states such as wind, rain and other potentially dangerous factors. We will not compromise on safety, and our decision is final, regardless of the loss of revenue or expense on your part.
- 6.8. Please remember that inflatables shall not be used in wind conditions above 36kph and wet conditions. The hirer will remain responsible for suitable action to be taken to avoid injury unless our staff has been provided to assist at an additional cost.
- 6.9. We recommend having an anemometer on the day. If you don't have one, please let us know in advance, and we will be happy to provide one on the day for you free of charge.
- 6.10. Items where supervision is required by us, the minimum order is for 2 hours, should an event end early the price will still stand and will not be dealt with pro-rata. The full balance for the 2 hours will be expected.
- 6.11. Underground Services; Please ensure that all areas allocated for entertainment erection have no underground services such as gas, electricity or telecoms present. Our anchorage methods include 30cm anchor stakes on grassed areas, and as such we request a minimum clearance of 500mm underground.

- 6.12. Should you be in any doubt, please contact us to, and we can arrange for a site survey to be undertaken by an engineer. This will attract a substantial extra cost of \$45 + GST.
- 6.13. Power; Please ensure that both yourself and the venue you intend to use is fully aware of the power requirements of every item you hire from us in advance to avoid disappointment. If you are unsure of anything at all, please feel free to contact us in advance to discuss this with you or consult an electrician. Any electrical breakdowns that occur as a result and that fall short of our power requirements will not be refunded under any circumstances. Nor will the company or any of its employees be held liable for any losses arising as a result.
- 6.14. Face paints are 100% banned. All brands react with PVC & cause severe staining and PVC burns. Food & drink is also banned on our equipment.
- 6.15. Please ensure it is the responsibility of the client to provide all core staff in the running of an event. We can provide suitable insured team on request but please bear in mind staffing does come with its inherent reliability issues.
- 6.16. When booking staff, please ensure our staff is a luxury and not a necessity and not the only team on the day. Our team is merely extra to facilitate your staff. If our staff are unwell or unable to attend the event for any reason, no compensation will be offered or awarded for lack of attendance other than a refund of that staffing fee paid. Kapiti Castles Limited will not be held liable for any knock-on effects and do not rely solely on our staff under any circumstances.

### Liability & Insurance

- 7.1. The company's liability insurance covers the use of the equipment only — not the participants themselves. You as a hirer must ensure that you have adequate insurance to cover your guests. Please consult with your insurers as you may still be covered under your existing policy.
- 7.2. The client agrees to indemnify the company for any damage or theft of the company's equipment while on hire. All responsibility is down to the client, i.e., the person who hired the inflatable. Standard insurance does not include theft of goods on hire.
- 7.3. The company accepts no liability for any damage or loss of personal property and or any injury arising from the use of the hired equipment. All responsibility is down to the client.
- 7.4. Any equipment booked on 'dry hire' is not covered by the company's insurance policy and the client is responsible for suitable insurance cover. All responsibility is down to the client.
- 7.5. Despite carrying public liability and product liability insurance, every organization will require a different level of cover so please feel free request our insurance policy, and for further explanation, please contact free to speak to one of our event coordinators.
- 7.6. Supervision; At least two responsible adults must supervise all inflatables at all time. Please ensure these adults have adequate insurance in place and suitable experience. Should you not wish to take the risk, we can provide proper insured staff on request.
- 7.7. Adult; while we do have adult units, these units still attract an 80 KG weight limit for maximum efficiency and safety.
- 7.8. Legal fees: On the rare occasion that we enter a legal dispute for any reason, our charges for involvement are as listed below. All expenses are chargeable to the relevant person. These fees cover anything from formal correspondence to attending legal meetings or court and are based on real-time costs to the business & the standard charge out rate to clients. Travel and other expenses will also be chargeable at the appropriate rates. All fees and expenses will be filed for recovery by the opposition in ALL cases.

<b>Staff type</b>	<b>Charge Out rate</b>
Office Staff Time	\$35 per hour
Factory Staff Time	\$40 per hours
Design Staff Time	\$25 per hour
Company Directors Time	\$80 per hour
3rd party bookkeepers time	\$100 per hour
Legal Advice Time	\$250 per hour
Solicitors Time	\$350 per hour
barristers time	\$1500 per hour

## Problems & Complaints

- 8.1. If you are unhappy with our services, please contact the office as soon as you can after delivery has been made, either by telephone or by email during the event or at the time of the problem. Problems are much more difficult to resolve after an event has passed especially when we haven't been given the opportunity to put things right on the day.
- 8.2. Reporting an incident after an event can make a complaint very difficult to deal with although we will do our best to put things right.
- 8.3. Please remember that on booking and hiring any of our equipment you are entering into a non-disclosure agreement and as such, any form of slander or discussion on the internet while a complaint is being dealt with in places such as google, Facebook or any other web or social media sites is not allowed. Infringements may result in legal action or an invoice for deformation to the value of \$250 per violation.
- 8.4. In addition to the above, should you resort to social media, we will cease all communications.
- 8.5. Complaints raised must be done so in writing. While we are happy to discuss this via telephone amicably; all official correspondence will be issued in writing to keep an accurate and correct record for both parties.
- 8.6. All complaints are treated as an official complaint from day one, and all claims are directed to Mrs. Suzanne Panter who will deal with your criticism swiftly and efficiently. Mrs. Panter can be contacted on our company email address [admin@kapiticastles.co.nz](mailto:admin@kapiticastles.co.nz)

## Refusal of collection

- 9.1. In the rare event that you are unhappy with your entertainment for whatever reason, there is no valid reason for holding our equipment to ransom. If a customer does hold an item to payment, we will have no option to contact the police. Withholding equipment is a criminal offense despite whether you are happy with our service.

## Staffing

- 10.1. All our inflatables attractions always require 2 supervisors per entrance/ Exit to be present to ensure maximum safety.
- 10.2. This staff can be provided by ourselves, yourselves or a mixture of both. Please note that our team is in place to supervise the equipment only. Our team are not babysitters and are in no way responsible for the organization, safety, and well-being of the participants or their property.
- 10.3. Please ensure these adults have adequate insurance in place and suitable experience. Should you not wish to take the risk, we can provide proper insured staff on request at an extra cost of \$25 per hour. We must also insist that there is one member of the team in place to monitor lousy weather conditions, with attention to the Beaufort Scale.
- 10.4. When booking STAFF, please ensure our staff is a luxury and not a necessity & NOT the only team on the day. Our staff is merely extra to facilitate your team. If our staff are unwell or unable to attend the event for any reason, no compensation will be offered or awarded for lack of attendance other than a refund of that staffing fee paid. Kapiti Castles Limited will not be held liable for any knock-on effects and do not rely solely on our staff under any circumstances.

## Health & Safety

- 11.1. Please email us in advance of your event should you require a copy of our staff training records, risk assessment, method statement, Insurances, environmental policy, and other documents. Do not contact on the day of your event as we are swamped and are usually on site ourselves to ensure everything runs smoothly where access to records is not always possible.
- 11.2. We can supply risk assessments for use with your requirements. All our risk assessments are retitled for the appropriate equipment, they are a generic risk assessment and will need re-drafting by yourself at the installation location. It is impossible to cater for all instances without seeing the site, and we must insist that

you do carry out your risk assessment using the form we provide as a guide only. We can carry out a full site survey and tailored risk assessment for you at an additional cost of from \$120 per item + Travel.

### **Adverse weather conditions**

- 12.1. Please bear in mind that all our items are weather sensitive. Our policy is that we will turn up regardless of the weather conditions and install the equipment as agreed and will not breach our contract with yourselves, although items may be fixed, they may not be suitable for use during some conditions such as wind, rain and other potentially dangerous factors. We will not compromise on safety, and our decision is final, regardless of the loss of revenue or expense on your part.
- 12.2. Please note that our service is to provide the goods to you as promised, we cannot and will not be held responsible for the weather on the day. No reduction is that our fees will be offered. We will help where we can on site to find an alternative location or alternative equipment; however, this must all occur in your allocated time slot (usually 30 minutes) We will not accept responsibility for any loss of revenue or additional expenses as a result of the weather. No items are to be used in wet weather and above a wind speed of 36 kph.
- 12.3. Where the weather is particularly hot during summer months and heat waves, for example, the fabric of castles and mats gets very, very hot in the sun. Make sure the children are wearing socks so as not to burn the soles of their feet. Have a shade erected or position the inflatable, so the sun is not shining directly into the castle. Remember our erectors will not know your hot spots during the predetermined hire period so please let them know on delivery, and they will be happy to help. Do not be tempted to douse the inflatable in water as this will cool the castle very temporarily but then cause the rays to be magnified under the sun's rays. If the inflatable does get too hot, please ensure no one uses the inflatable to reduce the risk of burns to children's skin. Please always remember to use care and caution in hot weather and call for guidance if required.

### **GST**

- 13.1. All our current prices are displayed on the website.
- 13.2. We will endeavour to ensure that the prices shown on this website are correct. If for any reason the cost of any item is incorrect at the time you place an order with us, we will contact you at the earliest possible opportunity to advise you of this. At this point, you have the right to change or cancel your order. Any payments made or due will be adjusted or refunded to account for any changes or refunds as the circumstances dictate. Delivery charges to your area- please phone or email.
- 13.3. You affirm that you understand that all transactions are subject to plus the current rate of GST if you are a New Zealand Customer.
- 13.4. All prices whenever quoted either on the website, in correspondence or verbally are including GST at the current rate.

### **Delivery & collections**

- 14.1. All delivery and collection times are approximate and are subject to change without prior notice. Please ensure that you allow plenty of time before and after your party start time to ensure that everything runs smoothly on the day (we usually recommend 2hrs before just in case) and we could collect anything up until midnight of the same day.
- 14.2. In the event of traffic or other uncontrollable circumstances preventing us from being able to fulfil our contracted obligations, our liability shall be limited to a refund of any monies paid concerning the contracted event on a pro-rata reduction in the hire fee in the fact of delayed start (based on event start time only). No further compensation will be paid irrespective of any loss of earnings or additional expenses incurred as a result of the hire.
- 14.3. In the event of any mechanical breakdown of equipment during your event preventing us from being able to fulfil our contracted obligations, our liability shall be limited to a refund of any monies paid concerning the contracted event on a pro-rata reduction in the hire fee (based on event start & finish time only). No further compensation will be paid irrespective of any loss of earnings or additional expenses incurred as a result of the hire.

- 14.4. Should something drastic happen on our vehicles and in the event, we are unable to collect our equipment from your premises you will be informed, however, the company will accept no liability or responsibility for loss or damage to property or the surface the inflatable is erected on. The company accepts no liability for any damage or loss of personal property and or any injury arising from the use of the extended hire.
- 14.5. All items delivered to you are left in your care while we are absent until we can collect the item(s) you have hired. In some cases, this may not be as agreed due to circumstances out of our control. Please ensure that all equipment is kept in a safe and secure location, especially in peak season where collections can be as late as 12midnight and beyond due to the high volume of work we undertake. If no one is available to answer or the time is too late, we will enter your property on the presumption of pre-approved permission and may not knock or contact you to do this depending on whether the collection staff deems this appropriate.
- 14.6. Should any item(s) or equipment left in your care either through normal hire circumstances or extended hire circumstances be lost, stolen or damaged? Payment for repair or replacement will be expected in full and will be invoiced accordingly, along with any loss of earning arising as a result.
- 14.7. Suitable access to the setup area must always be provided. Should you choose to accept delivery of any of our entertainment without proper external access to the setup area, it may be necessary for you to invite us to your property. Should you choose to ask us to deliver the item to your property. This company and or its employees will not accept any liability for any loss or damage to persons or property under any circumstances. Some of our items by their very nature may be wet, dirty, very bulky and have sharp objects that may damage doors, wallpaper, cupboards. As such delivery in this method is strongly not advised and all responsibility for any damages occurring, as a result, remain with the person who placed the order for booking or the owner of the damaged property although due care will always be taken.
- 14.8. Please note that despite our best efforts to collect equipment on time, sometimes we require access to our equipment 24hrs a day. We do make every effort to obtain the equipment in a timely fashion. However, some things are just out of our control. As and when it is required, we will need access to your property at any time before, during or after your event. We do require 24hr access to not let the following customer down, and you agree to permit this at time of booking.

### **Prices, Booking fee & Balance Payments**

- 15.1. Certain hires are subject to a booking fee of at least 20% (booking fee is non-refundable).
- 15.2. The company does not offer a credit of any kind so please don't ask. We have been caught out by some more substantial, so-called reliable companies and as such payment terms are strictly in advance or on delivery.
- 15.3. Advertised prices are subject to change without prior notification.
- 15.4. The company reserves the right to charge late fees on all overdue accounts at 2% per week.
- 15.5. All prices are subject to GST at the current rate.
- 15.6. Please be aware that all bookings are subject to a minimum booking fee for delivery. These fees are as follows: Minimum Booking fee: \$120
- 15.7. Please be aware that your booking may be rejected if it does not meet our minimum booking requirement.

### **DISCLAIMER**

- 16.1. While we endeavour to deliver all our entertainment on time and in good condition, on infrequent occasion's things, don't always go as planned due to circumstances out of control.
- 16.2. As you will be aware, Kapiti Castles Limited offer an overnight hire service which sometimes requires us to collect items from the previous hire just before delivering it to your venue. In extreme cases, we sometimes find that the entertainment is wet or dirty and may have to be wiped over and dried out once we reach your venue so please ensure you have allowed plenty of time for us to carry out these duties before your party starts. We usually recommend 2hrs just in case.
- 16.3. In addition to this, we very occasionally find that the entertainment has been damaged and unreported by the previous hirer and as such we may have to (without warning) substitute your leisure for something similar to ensure that we don't let you down on the day.

- 16.4. Notwithstanding the above, our staff will work tirelessly until the equipment is satisfactory and endeavour to keep you updated. Should you still not find the material to be adequate, you still have the right to refuse delivery on the day or request a substitution. However, our drivers keep a very tight schedule, and all requests must be made before the driver leaving the site.
- 16.5. All sizes are measured in meters and converted to the nearest rounded unit. All dimensions are taken directly from the manufacturer's guidance and are approximate.
- 16.6. Some of the products advertised on this site may not belong to Kapiti Castles Limited. We often advertise products on this site to gain public interest and opinions rather than risk the purchase of unpopular products. Should a product be popular, we will endeavour to either buy this product or make it available for hire for you.

**Please do not book with Kapiti Castles Limited unless you agree to be bound by these terms & conditions above.**