

These Terms and Conditions together with the Booking Confirmation, Safety Rules and Risk Assessment/Installation Specifications constitute the whole of the Contract with you, the "Hirer".

1. DEFINITIONS

1.1. Additional Costs means any additional costs as set out in the Hire Contract or as incurred in accordance with clauses 7.3 and 8.2, including but not limited to, costs for extended hire periods, additional delivery fees, and costs related to damage or loss of equipment;

1.2. Business Day means any day that is not a Saturday, Sunday, or public holiday in Queensland, Australia;

1.3. Conditions of Hire means these Conditions of Hire, including any amendments or additions as agreed in writing between the parties;

1.4. Delivery Fee means the delivery fee set out in the Hire Contract, which covers the cost of transporting the Equipment to and from the Hirer's specified location;

1.5. Deposit means the deposit noted on the Hire Contract, which is required to secure the booking of the Equipment;

1.6. Brizzy Jumping Castles means Eetlust Pty Ltd ABN 53 119 209 755 trading as Brizzy Jumping Castles, and its subsidiaries, successors, assigns and associated companies and their servants and/or agents, and when used, the words "we", "us", and "our" are references to Don't Stop The

Party;

1.7. Dry Hire means the hiring of the Equipment to the Hirer without the provision of persons to operate the Equipment;

1.8. Equipment means all equipment hired by Brizzy Jumping Castles to the Hirer at the Hirer's request, as specified in the Hire Contract;

1.9. Fee means the fee(s) set out in the Hire Contract, including any Additional Costs and/or Delivery Fee, and any increase in the Fee in accordance with clause 7.3;

1.10. GST means Goods and Services Tax;

1.11. Hirer means the person or entity hiring the Equipment, and when used, the words "you" and "your" are references to the Hirer;

1.12. Hire Contract means the Hire Contract listing the equipment to be hired and the Fee, a copy of which is annexed hereto. These Conditions of Hire form part of the Hire Contract;

1.13. Hirer Effective Control means actual physical control and use of the Equipment at relevant times. Where the Equipment is provided to the Hirer on a Dry Hire basis, it will be deemed to be under the Effective Control of the Hirer. Where the Equipment is provided to the Hirer on a Wet Hire basis, it will be deemed to be under the Effective Control of The Owner;

1.14. Installation Included means the Equipment will be installed or arranged as required;

1.15. Site means the designated place, venue, or location at which the Equipment is to be delivered to and at which place the Hirer is to take possession of the Equipment;

1.16. Supply Only means the Equipment is delivered to one location without the

requirement to set up, install, layout or arrange. All Equipment must be returned to the same location ready for collection;

1.17. Wet Hire means the hiring of the Equipment and the provision of persons to operate the Equipment and provide the Services in respect thereto.

2. HIRE PERIOD

2.1. The Hire Period

2.1.1. Is the period of hire specified in the Hire Contract; and

2.1.2. in the case of:

2.1.2.1. Brizzy Jumping Castles delivering the Equipment to the Hirer, commences from the time the Equipment leaves Brizzy Jumping Castles premises, and ends when the Equipment is returned to Brizzy Jumping Castles premises or collected by Brizzy Jumping Castles; and

2.1.2.2. the Hirer collecting the Equipment from Don't Stop The Party's premises, commences from the time Don't Stop The Party makes the Equipment available for collection from its premises, and ends when the Equipment is returned to Brizzy Jumping Castles premises

2.2. If the hiring of the Equipment extends beyond the Hire Period, except as provided for in clause 2.3, the Hirer is charged Additional Costs as calculated in accordance with clause 8.2. These additional costs include, but are not limited to, an extra daily hire fee, additional delivery and collection fees, and any other costs incurred due to the extended hire period.

2.3. The Hire Period may be extended by mutual agreement between the parties in writing, which agreement must specify any increase to the Fee and any changes to the Delivery Schedule or Delivery Address, if applicable. The agreement should be documented and signed by both parties to ensure clarity and enforceability.

2.4. In the event that the Equipment is not returned or made available for collection by the end of the Hire Period, the Hirer must notify Brizzy Jumping Castles immediately and provide an estimated return time. Failure to do so may result in additional charges and potential legal action.

2.5. The Hirer acknowledges that the Hire Period includes the time taken for delivery, setup, and collection of the Equipment, and agrees that no deductions to the Fee will be made for any time the Equipment is not in use during the Hire Period.

3. SECURITY INTEREST

3.1. These Conditions of Hire constitute a security agreement, and the Hirer grants a security interest in all Equipment hired to the Hirer under these conditions. This clause 3 (Security Interest) applies primarily to commercial hires or long-term hires, and Brizzy Jumping Castles generally will not register a security interest on the PPSR for short-term consumer or residential hires.

3.2. Without limiting clause 3.1 and the operation of these Conditions of Hire generally, the Hirer grants a purchase money security interest in all Equipment supplied to the Hirer in favour of Brizzy Jumping Castles.

3.3. The Hirer must immediately upon request by Brizzy Jumping Castles, sign any documents, provide all necessary information, and do all things required by Don't

Stop The Party to ensure that Brizzy Jumping Castles' purchase money security interest is a perfected security interest. This includes but is not limited to, registering the security interest on the Personal Property Securities Register (PPSR).

3.4. The Hirer must not enter into any security agreement that allows any other person to have or to register a security interest in relation to the Equipment until Brizzy Jumping Castles has a perfected security interest and if applicable, a perfected purchase money security interest.

3.5. In accordance with section 115 of the PPSA, for any Equipment hired that is not predominantly used for personal, domestic, or household purposes:

3.5.1. The Hirer and Brizzy Jumping Castles hereby agree to contract out of sections 95, 96, 118, 121(4), 125, 129(2), 129(3), 130, 132(3)(d), 132(4), 135, 142, and 143 of the PPSA; and

3.5.2. The Hirer waives any rights the Hirer may have to:

3.5.2.1. receive any notices the Hirer may be entitled to receive under sections 95, 118, 121, 129(2), 130, 132(3)(d), 132(4) or 135;

3.5.2.2. receive a copy of any financing statement or any financing change statement registered by Brizzy Jumping Castles, or any verification statement confirming such registration, in respect of any security interest Brizzy Jumping Castles may have in the Equipment;

3.5.2.3. apply to a court for an order concerning the removal of an accession under section 97; and

3.5.2.4. object to a proposal of Brizzy Jumping Castles to dispose or retain any collateral under sections 130 and 135.

3.6. For the purposes of this clause: "PPSA" means the Personal Property Securities Act 2009, and the expressions "accession", "collateral", "financing statement", "financing change statement", "security agreement", "security interest", "perfected security interest", "purchase money security interest" and "verification statement"

have the meanings given to them by the PPSA, and references to sections are sections of the PPSA.

3.7. The Hirer acknowledges and agrees that these Conditions of Hire create a registrable security interest in favour of Brizzy Jumping Castles, and the Hirer must not do anything to adversely affect the registration or priority of Don't Stop The

Party's security interest. The Hirer must inform Brizzy Jumping Castles of any changes to their details that could affect the security interest registration.

4. TITLE

4.1. Title to the Equipment at all times remains with Brizzy Jumping Castles. The Hirer acknowledges that they have no right, title, or interest in the Equipment except as a bailee for the duration of the Hire Period.

4.2. The Hirer must not do or permit anything to be done that might prejudice or jeopardize the title of Brizzy Jumping Castles in the Equipment. This includes, but is not limited to, not selling, assigning, sub-letting, pledging, mortgaging, or otherwise dealing with the Equipment in

any manner inconsistent with the rights of Brizzy Jumping Castles.

4.3. The Hirer must immediately notify Brizzy Jumping Castles if any of the Equipment is lost, stolen, or damaged and must cooperate with Brizzy Jumping Castles in recovering or replacing the Equipment.

4.4. If any third party attempts to assert any rights or interests in the Equipment, the Hirer must inform the third party of Brizzy Jumping Castles' ownership of the Equipment and notify Brizzy Jumping Castles immediately.

4.5. The Hirer agrees to take all necessary steps to ensure that the title of Don't Stop The Party in the Equipment is protected and acknowledged in all dealings concerning the Equipment.

4.6. Upon the expiration or termination of the Hire Contract, the Hirer must return the Equipment in the same condition as it was at the commencement of the Hire Period, except for fair wear and tear. Failure to return the Equipment may result in legal action and the Hirer will be liable for all costs incurred by Don't Stop The Party in recovering the Equipment.

5. DELIVERY

5.1. If Brizzy Jumping Castles agrees to deliver the Equipment to the Hirer:

5.1.1. The Hirer and Brizzy Jumping Castles hereby agree to contract out of sections 95, 96, 118, 121(4), 125, 129(2), 129(3), 130, 132(3)(d), 132(4), 135, 142, and 143 of the PPSA; and

5.1.2. Delivery is taken to be when the Equipment leaves Don't Stop The Party premises;

5.1.3. Delivery will be to the location nominated by the Hirer for the Delivery Fee. The Hirer must ensure that the nominated location is accessible and safe for the delivery of the Equipment;

5.1.4. Brizzy Jumping Castles will use its best endeavours to have the Equipment delivered to the Hirer prior to the commencement of the Hire Period, but Brizzy Jumping Castles is not liable for any loss as a result of any delay in delivery, late delivery, or non-delivery of the Equipment due to circumstances beyond its reasonable control, including but not limited to, traffic delays, weather conditions, or equipment failure;

5.1.5. The Hirer must be present at the delivery location to receive and inspect the Equipment. Any discrepancies or damages must be reported to Brizzy Jumping Castles immediately upon delivery. If the Hirer is not present, the Equipment will be deemed to have been delivered in good condition.

5.2. If the Hirer collects the Equipment from Brizzy Jumping Castles:

5.2.1. delivery is taken to occur when the Equipment is collected from Don't Stop The Party;

5.2.2. the Hirer must inspect the Equipment upon collection and report any discrepancies or damages to Brizzy Jumping Castles immediately. If no report is made, the Equipment will be deemed to have been collected in good condition.

5.3. The Hirer is responsible for ensuring that the Equipment is ready for collection at the

end of the Hire Period. The Equipment must be returned in the same condition as it was delivered, except for fair wear and tear. The Hirer will be liable for any additional costs incurred by Brizzy Jumping Castles due to delays or issues with the collection of the Equipment.

5.4. If the Equipment is to be delivered or collected at a location other than Don't Stop The Party premises, the Hirer must provide clear and accurate instructions for the delivery and collection. Any additional costs incurred due to incorrect instructions will be charged to the Hirer.

5.5. The Hirer acknowledges that Brizzy Jumping Castles may substitute any portion of the Equipment hired with the nearest type of Equipment without liability, as long as the substitution does not materially affect the functionality or purpose of the Equipment hired.

6. SUBSTITUTION

6.1. Brizzy Jumping Castles has the right to substitute any portion of the Equipment hired with the nearest type of Equipment without liability to the Hirer, provided that the substituted Equipment is of comparable quality and functionality and does not materially affect the purpose for which the original Equipment was hired.

6.2. In the event that a substitution is necessary, Brizzy Jumping Castles will make reasonable efforts to notify the Hirer in advance of the delivery or collection. The Hirer has the right to inspect the substituted Equipment upon delivery or collection and must immediately notify Brizzy Jumping Castles of any concerns or objections.

6.3. If the Hirer is not satisfied with the substituted Equipment and the substitution materially affects the purpose for which the original Equipment was hired, the Hirer may request a reduction in the Fee or a full refund for the affected Equipment. Any such request must be made in writing and within 24 hours of the delivery or collection of the substituted Equipment.

6.4. Brizzy Jumping Castles reserves the right to make substitutions in cases of equipment failure, unavailability, or other circumstances beyond its control. The Hirer acknowledges that substitutions may be necessary to ensure the timely and effective delivery of services.

6.5. Any substituted Equipment provided under this clause is subject to the same terms and conditions as the original Equipment, including but not limited to, maintenance, care, and return obligations.

7. FEE

7.1. The Fee must be paid as follows:

7.1.1. the Deposit on the day you sign the Hire Contract, which is required to secure the booking of the Equipment; and

7.1.2. the balance 7 days prior to delivery or collection of the Equipment, unless otherwise agreed in writing by Brizzy Jumping Castles.

7.2. The Hirer authorises Brizzy Jumping Castles to automatically charge the balance due to the credit card provided by the Hirer 7 days prior to the commencement of the Hire Period. Brizzy Jumping Castles will notify the Hirer of the impending charge in writing at least 7 days prior to processing the payment.

7.3. Where the Hire Period is extended under clause 2.3, the Fee will increase as agreed

between the parties and the increased Fee must be paid at the time of the extension of the Hire Period. The parties must document the new Fee in writing and sign the agreement.

7.4. Additional Costs may apply when:

7.4.1. Erecting or dismantling the Equipment is required at higher or lower levels;

7.4.2. The Equipment is not properly packed and ready for collection when required;

7.4.3. Clearing and levelling of sites is required (in Brizzy Jumping Castles' sole opinion);

7.4.4. Additional delivery or collection trips are necessary due to incorrect information provided by the Hirer;

7.4.5. Delays caused when the Hirer is not present at the Site during the agreed delivery and/or collection times, or if Brizzy Jumping Castles determines that the Site is unsafe or inaccessible for the delivery or collection of the Equipment

7.4.6. The Equipment is returned late, dirty, or damaged, as specified in clauses 8.2 and 10.1

7.4.7. Additional Fees charged at \$95.00/hour between 7am - 5pm Monday to Saturday and \$150.00/hour at all other times

7.5. Postponement Policy (Inclusive of COVID-Related Postponements):

7.5.1. Due to the limited availability of Equipment and its allocation to specific bookings, the Hirer is requested to provide as much notice as possible in the event of a postponement to allow the Company the opportunity to re-hire the allocated Equipment.

7.5.2. Should the Hirer postpone all or part of their booking with more than 7 days available before the commencement of the Period of Hire, no charges apply and a gift card will be issued to the full value of the existing booking payments, for use within a period of 12 months.

7.5.3. Should the Hirer postpone all or part of their booking with less than 7 days available before the commencement of the Period of Hire, a 25% fee (of the total booking value) applies with a minimum of \$250.00. This fee includes but is not limited to unloading/reloading fees, shift changes, administration time, and loss of income for allocated hire equipment. We reserve the right to increase the postponement fee based on the size of the booking, which will be charged at \$95/hour for any additional labour.

7.5.4. Postponement fees are inclusive but not limited to postponements relating to acts of God, natural disasters, weather, sabotage, accident, trade or industrial disputes, terrorism or hostilities, and government-imposed shutdowns. The Owner reserves the right to waive the postponement fee at its own discretion.

7.6. Cancellation Policy (Inclusive of COVID-Related Cancellations):

7.6.1. Should the Hirer cancel part or all of their booking with more than 7 days available before the commencement of the Period of Hire, the 50% non-refundable deposit is forfeited and the remaining 50% balance (if paid) shall be refunded.

7.6.2. Should the Hirer cancel part or all of their booking with less than 7 days available before the commencement of the Period of Hire, any funds paid are forfeited.

7.6.3. Should the Hirer cancel part or all of their booking on the day or at the

commencement of the Period of Hire, any funds paid are forfeited and where a balance payable is due, those funds become immediately payable.

7.6.4. Cancellation fees are inclusive but not limited to cancellations relating to acts of God, natural disasters, weather, sabotage, accident, trade or industrial disputes, terrorism or hostilities, and government-imposed shutdowns. The Owner reserves the right to waive cancellation fees at its own discretion.

7.7. Alternative Payment Terms: By mutual agreement, the Company and the Hirer may agree to alternative payment terms, including payment via invoice after the hire period. Such agreements must be documented in writing and signed by both parties to be valid.

7.8. The Fee is payable even if the Equipment is collected or returned prior to the expiry of the Hire Period. No refunds or reductions will be given for early return of the Equipment.

7.9. Brizzy Jumping Castles will render a tax invoice in conjunction with processing payment. All tax invoices will be issued in accordance with the requirements of the Australian Taxation Office (ATO).

7.10. All tax invoices will be expressed and must be paid in Australian dollars. Payment methods accepted include bank transfer, credit card, or any other method agreed upon in writing by Brizzy Jumping Castles.

7.11. If the Fee is not paid by its due date, Brizzy Jumping Castles reserves the right to charge interest at the rate of 5% per annum above the rate then ruling for

180-day bank accepted bills by Brizzy Jumping Castles' bank. Interest will accrue daily from the due date until the Fee is paid in full.

7.12. In addition to the interest charges, the Hirer will be liable for any costs incurred by Brizzy Jumping Castles in recovering overdue payments, including but not limited to, legal fees, collection agency fees, and administrative costs.

7.13. The following additional fees may apply:

7.13.1. Time Restricted Delivery/Collection Fee: Applies where a set time window is required to deliver/collect the equipment.

7.13.2. Before/After Hours Delivery/Collection Fee: Applies where delivery/collection/installation/packdown is required before or after business hours, defined as 7am - 5pm Monday to Saturday and 8am - 4pm Sunday.

7.13.3. Last Minute Booking Fee: A 25% fee applies to all equipment booked within 7 days of the event start date due to additional labour, administration, and logistical requirements.

7.13.4. Postponement Fee: Applies where a booking has been postponed with less than 7 days' notice before the event start date.

7.13.5. Distance Fee: Applies where equipment needs to be transported to any location other than where our delivery vehicle can park. "Supply

Only" equipment will be delivered to a front door, garage, loading dock or any secure location adjacent to where our delivery vehicle can park

7.13.6. Stairs/Lift Labour Fee: Applies where equipment is required to be transported to an upper level, with fees incurred for multiple trips.

7.13.7. No DVA Labour Fee: Applies where marquees, outdoor dance floors, water slides, or any other Equipment requiring direct vehicle access to the setup point, is unable to

access the area.

7.13.8. Refundable Bond Fee: Applies to bookings containing linen, lighting, glassware, crockery, and cutlery, refunded once equipment is returned in original condition and quantity.

7.13.9. Recollection/Redelivery Fee: Applies where delivery or collection could not take place at the nominated time, requiring additional visits to the event location. Charges are processed on a per hour per person basis if redelivery or recollection cannot fall into another routed delivery.

7.13.10. Warehouse Pick Fee: Applies to any warehouse collections, noting that warehouse collections are generally not allowed.

7.13.11. Additional Labour Fee: Quoted at \$95.00/hour for 7am - 5pm Monday to Saturday and \$150.00/hour for 8am - 4pm Sundays, exclusive of product and/or installation fees.

8. RETURN OF EQUIPMENT AND LATE RETURN

8.1. Equipment must be returned to Brizzy Jumping Castles before 3.30pm on the last day of the Hire Period. The Hirer must ensure that the Equipment is in the same condition as it was at the commencement of the Hire Period, except for fair wear and tear.

8.2. Where Equipment is not returned prior to 3.30pm on the last day of the Hire Period, Brizzy Jumping Castles may, at its sole discretion, charge the Hirer Additional Costs. These costs will be calculated reasonably, taking into consideration the losses incurred by Brizzy Jumping Castles as a result of the late return, including but not limited to, additional hire fees, costs for rescheduling deliveries, and any inconvenience caused to subsequent hirers.

8.3. In the event that Brizzy Jumping Castles agrees to collect the Equipment from the Hirer, the Hirer must make the Equipment available for collection, in a clean, dry, and properly packed condition from the location where the Equipment was delivered, unless otherwise agreed in writing by Brizzy Jumping Castles. The Hirer must also ensure that the Equipment is easily accessible and that any obstructions are removed prior to collection.

8.4. If the Equipment is returned dirty or damaged, Brizzy Jumping Castles reserves the right to charge the Hirer for the cost of cleaning, repairs, or replacement. A minimum cleaning fee of 50.00 will apply to any Equipment returned in an unacceptably dirty condition (e.g., covered in mud, face paint, or food). The Hirer will be notified of any such charges and will be provided with an itemized invoice.

8.5. The Hirer is responsible for any loss or damage to the Equipment until it is returned to Brizzy Jumping Castles or collected by Brizzy Jumping Castles. The Hirer must take all necessary precautions to safeguard the Equipment during the Hire Period and until it is returned or collected.

8.6. In the event that the Hirer fails to return the Equipment or make it available for collection within 7 days after the end of the Hire Period, Brizzy Jumping Castles reserves the right to consider the Equipment as lost and may take legal action to recover the full replacement cost of the Equipment, in addition to any other costs incurred.

8.7. Brizzy Jumping Castles will provide a receipt to the Hirer upon return or collection of the Equipment, confirming the condition of the Equipment and noting any discrepancies or

issues identified. The Hirer should retain this receipt for their records.

8.8. If the Hirer disputes any charges related to the return or condition of the Equipment, the Hirer must notify Brizzy Jumping Castles in writing within 7 days of receiving the invoice, providing detailed reasons for the dispute. Don't Stop The Party will review the dispute and respond within 14 days.

9. ACCESS

9.1. The Hirer warrants that Brizzy Jumping Castles has permission to enter the property where the Equipment is to be used, both for delivery, installation, inspection, and collection during the Hire Period. The Hirer must ensure that access is unobstructed and safe for Brizzy Jumping Castles' personnel and vehicles.

9.2. The Hirer acknowledges that it is responsible for arranging power to any Equipment which requires electricity. The Hirer must ensure that the power supply is sufficient and compatible with the Equipment's requirements, and that it complies with all relevant safety standards and regulations.

9.3. The Hirer must inform Brizzy Jumping Castles in advance of any access restrictions, parking limitations, or other logistical issues that might affect the delivery, installation, inspection, or collection of the Equipment. Any additional costs incurred due to such restrictions or limitations will be charged to the Hirer.

9.4. If the Equipment is to be used at a location that is not owned by the Hirer, the Hirer must obtain all necessary permissions and permits from the property owner or manager for the use of the Equipment and for Brizzy Jumping Castles to access the property. The Hirer must provide proof of such permissions and permits to Brizzy Jumping Castles upon request.

9.5. The Hirer must ensure that the site is prepared and ready for the installation and use of the Equipment. This includes but is not limited to, ensuring that the ground is level and stable, removing any obstacles or hazards, and providing any required Facilities as defined in the Hire Contract.

9.6. Brizzy Jumping Castles reserves the right to refuse delivery or installation of the Equipment if the site is deemed unsafe or unsuitable. In such cases, the Hirer will be responsible for any additional costs incurred, including but not limited to, re-delivery fees and staff time.

9.7. During the Hire Period, Brizzy Jumping Castles may need to access the property for inspection or maintenance of the Equipment. The Hirer agrees to provide reasonable access for such purposes and will cooperate with Don't Stop The Party to ensure that the Equipment remains in good working order.

9.8. The Hirer is responsible for securing any permits or approvals required by local authorities for the use of the Equipment at the site. This includes but is not limited to, noise permits, road closures, and event permits. The Hirer must provide proof of such permits and approvals to Brizzy Jumping Castles upon request.

10. OBLIGATIONS OF HIRER

10.1. The Hirer must:

10.1.1. not sell, transfer, assign, lease, part with possession or otherwise dispose of the Equipment;

10.1.2. not create, incur, assume or suffer to exist any mortgage, lien, charge or encumbrance of any kind on or in the Equipment;

10.1.3. not remove, conceal, change, alter or deface any name, name plate, identification number, trademark, or any other identifying mark or number on the Equipment;

10.1.4. not remove, or allow to be removed, the Equipment from the location specified to Brizzy Jumping Castles without Brizzy Jumping Castles' prior written consent;

10.1.5. immediately inform Brizzy Jumping Castles of any seizure or attempted seizure of the Equipment, or of any material loss or damage to the Equipment;

10.1.6. comply, in all respects, with the instructions and recommendations of the manufacturer and/or Brizzy Jumping Castles relating to the Equipment and its use, including any safety instructions provided;

10.1.7. operate and maintain the Equipment in accordance with manuals, methods and standards for Equipment of such type;

10.1.8. ensure that the Equipment is only operated by competent and properly qualified, certified, licensed and/or trained personnel; and for all dry hires of inflatables, provide constant and active supervision by a competent adult (18 years or older) at all times while the Equipment is in use, and strictly enforce all safety rules and capacity limits;

10.1.9. except for fair wear and tear, always keep and maintain the Equipment properly serviced, in proper working order and condition and in good and substantial repair. This includes performing regular maintenance and inspections as recommended by Don't Stop The Party or the manufacturer;

10.1.10. properly and thoroughly dry and clean the Equipment prior to the expiry of the Hire Period. Any cleaning guidelines provided by Don't Stop The Party must be followed to avoid additional cleaning fees;

10.1.11. immediately notify Brizzy Jumping Castles of any damage to the Equipment. The Hirer must provide a detailed report of the damage, including photographs if possible;

10.1.12. otherwise take all such steps as may be necessary to safeguard and protect the title and the rights of Brizzy Jumping Castles in the Equipment;

10.1.13. ensure that the Equipment is stored in a secure and weather-protected environment when not in use;

10.1.14. not use the Equipment for any unlawful purpose or in any manner that could harm the Equipment or any person.

10.2. The Hirer must further comply in all respects with all applicable laws, regulations, requirements, and rules relating to the registration, licensing, use, and safe and lawful operation of the Equipment. The Hirer is responsible for obtaining any necessary permits or licences for the operation of the Equipment.

10.3. Where the Equipment includes a marquee with a floor area of more than 500m², the Hirer must ensure that it has obtained development approval as required by Building Regulation 2006 (Qld) or similar legislation (whichever is applicable), except

where Brizzy Jumping Castles agrees in writing to obtain such approval. At all times, the cost of obtaining any approvals will be borne by the Hirer.

10.4. The Hirer must not make any modifications, alterations, or additions to the Equipment without the prior written consent of Brizzy Jumping Castles. Any approved modifications must be carried out by qualified professionals and at the Hirer's expense. All modifications, alterations, or additions will become the property of Brizzy Jumping Castles unless otherwise agreed in writing.

10.5. The Hirer must allow Brizzy Jumping Castles or its representatives to inspect the Equipment at any reasonable time during the Hire Period. The Hirer must provide access to the Equipment and any necessary assistance to facilitate the inspection.

11. ACKNOWLEDGMENTS OF HIRER

11.1. The Hirer acknowledges that: -

11.1.1. prior to entering into the Hire Contract, it has satisfied itself as to the suitability of the Equipment for the Hirer's purposes and has conducted its own inspection of the Equipment where necessary;

11.1.2. it has read, understood, and wishes to be bound by the full terms, conditions, and effect of these Conditions of Hire;

11.1.3. the person who made the Offer to Hire was authorised to do so and has the necessary authority to bind the Hirer to the Hire Contract;

11.1.4. all conditions and warranties, express or implied, whether arising by virtue of statute or otherwise as to the condition, suitability, capacity, quality, fitness, safety of, or title to the Equipment are hereby expressly negated and excluded. Brizzy Jumping Castles gives no condition, warranty, or undertaking and makes and has made no representation in relation to the condition or suitability of the

Equipment or its title, quality, fitness, or safety other than as set out in these Conditions of Hire;

11.1.5. it has received adequate verbal and/or written instructions on the correct use and maintenance of the Equipment, including any safety guidelines provided by Brizzy Jumping Castles;

11.1.6. the use, operation, and possession of the Equipment is at the Hirer's risk. The Hirer is responsible for ensuring that all users of the Equipment are adequately trained and informed of the proper use and safety procedures;

11.1.7. its obligations to pay the hire charges and to comply with these Conditions of Hire continue to the extent permitted by law, despite the occurrence of any defect in, or total or partial breakdown of, the Equipment or any damage to or loss of the Equipment;

11.1.8. it must carry out its own risk assessment and ensure that all safety measures are in place before using the Equipment. Don't Stop The Party is not responsible for any risk assessment carried out by the Hirer;

11.1.9. it has had the opportunity to seek independent legal advice regarding the terms and conditions of the Hire Contract and has either obtained such advice or has chosen to

waive that right.

11.2. The Hirer must further comply in all respects with all applicable laws, regulations, requirements, and rules relating to the registration, licensing, use, and safe and lawful operation of the Equipment. The Hirer is responsible for obtaining any necessary permits or licences for the operation of the Equipment.

11.3. Where the Equipment includes a marquee with a floor area of more than 500m², the Hirer must ensure that it has obtained development approval as required by Building Regulation 2006 (Qld) or similar legislation (whichever is applicable), except where Brizzy Jumping Castles agrees in writing to obtain such approval. At all times, the cost of obtaining any approvals will be borne by the Hirer.

11.4. The Hirer must not make any modifications, alterations, or additions to the Equipment without the prior written consent of Brizzy Jumping Castles. Any approved modifications must be carried out by qualified professionals and at the Hirer's expense. All modifications, alterations, or additions will become the property of Brizzy Jumping Castles unless otherwise agreed in writing.

11.5. The Hirer must allow Brizzy Jumping Castles or its representatives to inspect the Equipment at any reasonable time during the Hire Period. The Hirer must provide access to the Equipment and any necessary assistance to facilitate the inspection.

12. WARRANTY AND INDEMNITY

12.1. To the extent permitted by law, you hereby indemnify and agree to keep indemnified, Brizzy Jumping Castles and its officers, directors, employees, agents, successors, and assigns against all actions, claims, demands, losses, damages, and suits (including, but not limited to, court and legal costs on a solicitor and client basis) which are made or brought by any person against Don't Stop The

Party arising out of or consequential to the Hire Contract, including but not limited to:

12.1.1. any injury to or death of any person, or damage to property, arising from the use, operation, or possession of the Equipment;

12.1.2. any breach by you of the Hire Contract or these Conditions of Hire;

12.1.3. any act or omission, including any negligence, unlawful conduct, or wilful misconduct, by you or your officers, directors, employees, agents, successors, and assigns in relation to the Equipment.

12.2. You hereby indemnify, and agree to keep indemnified, Brizzy Jumping Castles from and against all actions, claims, demands, losses, damages, and liabilities arising out of or consequential upon:

12.2.1. any breach by you of the Hire Contract or these Conditions of Hire;

12.2.2. any act or omission, including any negligence, unlawful conduct, or wilful misconduct, by you or your officers, directors, employees, agents, successors, and assigns relating to the subject matter of the

Hire Contract;

12.2.3. any failure by you to comply with any applicable laws, regulations, and requirements in relation to the use, operation, or possession of the Equipment;

12.2.4. any claims made by third parties arising from the use, operation, or possession of the Equipment by you or any person acting on your behalf.

12.3. Brizzy Jumping Castles provides no warranties or guarantees in relation to the Equipment, except those warranties which are required by law and which cannot be excluded. To the extent permitted by law, all other warranties, conditions, and guarantees are expressly excluded.

12.4. The Hirer acknowledges that they have relied solely upon their own judgement and skill in selecting the Equipment for the purposes required by the Hirer, and not upon any representation or warranty made by Brizzy Jumping Castles.

12.5. In the event that any condition or warranty is implied into these Conditions of Hire by law and cannot be excluded, the liability of Brizzy Jumping Castles for breach of such condition or warranty shall be limited, at the option of Brizzy Jumping Castles, to:

12.5.1. the replacement of the Equipment or the supply of equivalent Equipment;

12.5.2. the repair of the Equipment;

12.5.3. the payment of the cost of replacing the Equipment or of acquiring equivalent Equipment; or

12.5.4. the payment of the cost of having the Equipment repaired.

12.6. The indemnities provided in this clause shall survive the termination or expiration of the Hire Contract.

13. LIMITATION OF LIABILITY

13.1. Except as otherwise provided in these Conditions of Hire, the Hirer agrees that Brizzy Jumping Castles is not liable for any direct, indirect, incidental, special, or consequential loss or damage to the Hirer or any property of the Hirer, including but not limited to, loss of profits, revenue, business, opportunity, or savings, arising from the use or inability to use the Equipment under any circumstances whatsoever, even if Brizzy Jumping Castles has been advised of the possibility of such damages.

13.2. To the full extent permitted by law, the Hirer releases and discharges Don't Stop The Party and its agents and employees from all claims and demands on Don't Stop The Party for any loss, damage, or injury whatsoever and whenever caused to the Hirer, its agents, employees, or third parties, whether by way of death or injury to any person, accident or damage to property, delay, financial loss, or otherwise arising directly or indirectly from or incidental to:

13.2.1. a breakdown of or defect in the Equipment;

13.2.2. any accident involving the Equipment;

13.2.3. the use, operation, repair, maintenance, or storage of the Equipment;

13.2.4. any act or omission of the Hirer or any third party.

13.3. Where clauses 13.1 and 13.2 cannot legally operate and to the extent permitted by law, Brizzy Jumping Castles' liability for breach of any warranty or any term implied by law or statute into the Conditions of Hire is limited, at the option of

Brizzy Jumping Castles, to:

13.3.1. the replacement of the Equipment or the supply of equivalent Equipment;

13.3.2. the repair of the Equipment;

13.3.3. the payment of the cost of replacing the Equipment or of acquiring

equivalent Equipment; or

13.3.4. the payment of the cost of having the Equipment repaired.

13.4. The Hirer agrees that any claim for loss or damage made against Don't Stop The Party must be notified in writing within 7 days of the occurrence of the event giving rise to the claim, and any legal proceedings must be commenced within 6 months of the occurrence of the event giving rise to the claim. Failure to do so will result in the Hirer forfeiting any right to make a claim against Don't Stop The Party.

13.5. Nothing in these Conditions of Hire excludes or limits any liability which cannot be excluded or limited by law, including but not limited to, liability for death or personal injury caused by the negligence of Brizzy Jumping Castles.

13.6. The Hirer acknowledges that it has read and understood these Conditions of Hire, including the limitation of liability clauses, and agrees to be bound by them.

14. INSURANCE

14.1. The Hirer must, at its own expense, maintain throughout the Hire Period insurance for:

14.1.1. the loss of or damage to the Equipment for not less than the current market value of the Equipment. The insurance policy must cover all risks including, but not limited to, theft, fire, storm, and accidental damage; and

14.1.2. all third-party and public liability risks in respect of the use of the Equipment for an amount not less than \$10,000,000.00. This insurance must cover all liabilities arising from the use, operation, and possession of the Equipment by the Hirer or any third party.

14.2. The Hirer must:

14.2.1. Ensure that Brizzy Jumping Castles is recorded as owner of the Equipment in any insurance policy relating to the Equipment, and that such interest is noted on the insurance certificate;

14.2.2. Upon request by Brizzy Jumping Castles, deliver to Brizzy Jumping Castles a copy of each insurance policy duly certified by the insurer in respect thereof and a certificate of currency in respect thereof. The certificate must clearly state the insured value, coverage details, and policy period;

14.2.3. Ensure that the insurance policy contains a clause that the insurer will provide at least 30 days' written notice to Brizzy Jumping Castles before any material alteration, cancellation, or expiration of the insurance policy;

14.2.4. Not do or permit to be done anything that might invalidate the insurance policy or reduce its coverage;

14.2.5. Promptly notify Brizzy Jumping Castles of any event that may give rise to a claim under the insurance policy and provide all necessary information and assistance required to process any such claim.

14.3. In the event of any loss or damage to the Equipment, the Hirer must:

14.3.1. Immediately notify Brizzy Jumping Castles of the loss or damage;

14.3.2. Take all reasonable steps to prevent further loss or damage;

14.3.3. Follow the insurer's procedures for making a claim and cooperate fully with

Brizzy Jumping Castles and the insurer in the investigation and settlement of any claim;

- 14.3.4. Hold any insurance proceeds received on trust for Don't Stop The Party and promptly pay or apply such proceeds as directed by Don't Stop The Party to repair or replace the Equipment.

15. LOSS OR DAMAGE

15.1. The Hirer is responsible for all loss of or damage to the Equipment during the Hire Period, irrespective of the cause, except for fair wear and tear. This includes, but is not limited to, damage caused by accident, misuse, neglect, theft, vandalism, or any other act or omission.

15.2. If either:

- 15.2.1. the Equipment (or any part thereof) is lost, stolen, destroyed, damaged beyond repair, or rendered permanently unfit for normal use for any reason whatsoever; or
- 15.2.2. the Equipment (or any part thereof) is seized, requisitioned, or disappears, resulting in the loss of possession by the Hirer;

then:

15.2.2.1. The Hirer must immediately inform Brizzy Jumping Castles of the loss, theft, or damage;

15.2.2.2. The Hirer must pay to Brizzy Jumping Castles on demand any amount owing to Brizzy Jumping Castles in respect of the loss or damage;

15.2.2.3. The Hirer must pay to Brizzy Jumping Castles all monies subsequently received by the Hirer under any insurance policy or from any other person in respect of the loss or damage;

15.2.2.4. Notwithstanding anything else in this Hire Contract, the Hirer must pay to Brizzy Jumping Castles the full replacement or reinstatement cost (whichever is applicable) of the Equipment within 7 days of such loss or damage.

15.3. In the event of loss or damage to the Equipment, the Hirer must:

15.3.1. Take all reasonable steps to prevent further loss or damage;

15.3.2. Promptly notify the police and obtain a police report in the case of theft or vandalism;

15.3.3. Cooperate with Brizzy Jumping Castles and the insurer in the investigation and settlement of any insurance claim;

15.3.4. Provide Brizzy Jumping Castles with a written report detailing the circumstances of the loss or damage, including any police report or other relevant documentation.

15.4. If the Equipment is damaged but repairable, the Hirer must pay the cost of repairs as reasonably determined by Brizzy Jumping Castles.

15.5. The Hirer must continue to pay the Fee and all other monies owed to Don't Stop The Party, notwithstanding any loss of or damage to the Equipment, until the Equipment is repaired or replaced, or the Hire Contract is otherwise terminated.

15.6. Any replacement Equipment provided by Brizzy Jumping Castles due to loss or damage of the original Equipment will be subject to the same terms and conditions as the original Equipment.

15.7. The Hirer authorises Brizzy Jumping Castles to charge any costs associated with loss of or damage to the Equipment, including but not limited to, repair costs, replacement costs, and any additional fees, to the credit card provided by the

Hirer. Brizzy Jumping Castles will notify the Hirer of the charges in writing before processing the payment.

15.8. If the Hirer does not have a credit card on file or if the credit card cannot be charged for any reason, the Hirer is still liable for all costs associated with the loss of or damage to the Equipment. The Hirer must provide an alternative method of payment within 7 days of receiving a demand from Don't Stop The

Party.

15.9. In the event that the Hirer fails to pay the required fees within the specified time, Brizzy Jumping Castles reserves the right to pursue legal action to recover the owed amounts, including but not limited to, engaging a collection agency or initiating court proceedings. The Hirer will be liable for all additional costs incurred by Brizzy Jumping Castles in recovering the owed amounts, including legal fees and collection agency fees.

15.10. The obligations and liabilities of the Hirer under this clause shall survive the termination or expiration of the Hire Contract.

16. TERMINATION

16.1. Brizzy Jumping Castles may terminate the Hire Contract immediately and repossess the Equipment if:

16.1.1. you breach or are in default under any of these Conditions of Hire and fail to remedy the breach or default within five (5) Business Days of receiving a notice of breach or default from Brizzy Jumping Castles; or

16.1.2. you become bankrupt or have an administrator, receiver, liquidator, or other external controller appointed; or

16.1.3. you make any false statement, misrepresentation, or omission that materially affects the Hire Contract or the rights of Don't Stop The Party; or

16.1.4. you use the Equipment for any unlawful purpose or in a manner that endangers the safety or integrity of the Equipment or any person.

16.2. In the event of the Hire Contract being terminated under this clause 16, you must promptly make the Equipment available for collection by Brizzy Jumping Castles on a date and at a time specified by Brizzy Jumping Castles. The Equipment must be in the same condition as it was at the commencement of the Hire Period, except for fair wear and tear.

16.3. In the event that you breach clause 16.2, you consent to Brizzy Jumping Castles or its agents gaining entry to any premises where the Equipment is located, whether you are present or not, and to use such force as is necessary to repossess the

Equipment. You agree to indemnify Brizzy Jumping Castles for any costs, damages, or expenses incurred in repossessing the Equipment.

16.4. You will make no claim against Brizzy Jumping Castles or its agents for damage arising out of or in connection with repossessing the Equipment under clause

16.3, provided that Brizzy Jumping Castles and its agents act reasonably and do not cause wilful damage.

16.5. Termination of the Hire Contract does not affect the rights and obligations of the parties that have accrued prior to termination. The Hirer remains liable for all

Fees and other amounts payable under the Hire Contract up to and including the date of termination.

16.6. Upon termination of the Hire Contract, Brizzy Jumping Castles may take any necessary steps to mitigate its losses, including but not limited to, hiring out the

Equipment to another party or selling the Equipment. The Hirer will be liable for any shortfall between the amounts recovered by Brizzy Jumping Castles and the amounts owed by the Hirer under the Hire Contract.

16.7. Brizzy Jumping Castles reserves the right to terminate the Hire Contract without notice if the Equipment is at immediate risk of damage, loss, or if the safety of any person is at risk. In such cases, the Hirer must immediately make the

Equipment available for collection.

16.8. The obligations and liabilities of the Hirer under this clause shall survive the termination or expiration of the Hire Contract.

17. G.S.T

17.1. Unless otherwise stated, any amount payable under these Conditions of Hire in respect of a taxable supply represents the value of that supply (inclusive of GST).

17.2. For the purposes of this clause, "GST" means Goods and Services Tax as defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and related legislation.

17.3. If the Hirer is required to pay an amount of GST in addition to the Fee or any other amount payable under these Conditions of Hire, the supplier will provide the Hirer with a tax invoice that complies with the requirements of the A New Tax

System (Goods and Services Tax) Act 1999 (Cth) and related legislation.

17.4. If there is a change in the rate of GST or any other tax or levy imposed by the government that affects the amounts payable under these Conditions of Hire, the parties agree to adjust the payments accordingly to reflect the new rate or tax.

17.5. Any reference in these Conditions of Hire to fees, charges, or other amounts payable by the Hirer to Brizzy Jumping Castles are inclusive of GST unless expressly stated otherwise.

17.6. If the Hirer fails to pay any amount of GST when due, Brizzy Jumping Castles reserves the right to charge interest on the overdue amount at the same rate specified in clause 7.8 of these Conditions of Hire, from the due date until the payment is made in full.

17.7. The obligations of the parties under this clause will survive the termination or expiration of the Hire Contract.

18. FORCE MAJEURE

18.1. If Brizzy Jumping Castles is unable at any time to perform any of its obligations whether wholly or partly by reason of any cause beyond its control (including without limitation, acts of God, inclement weather, strikes, lockouts, lockdowns, fires, riots, civil commotion or unrest, interference by civil or military authorities, pandemics, or acts of war), Brizzy Jumping Castles may give written notice to that effect to the Hirer, giving full particulars of such force majeure. In such case, the obligations of Brizzy Jumping Castles under the Hire Contract shall, to the extent that they are affected by the force majeure, be suspended during the term of the force majeure event.

18.2. Weather and Wind Policy: Brizzy Jumping Castles operates with a strict safety threshold for wind speeds. If wind speeds are forecast to exceed, or actually exceed, 30 km/h, Brizzy Jumping Castles reserves the unilateral right to cancel, delay, or pack down the Equipment without penalty. The Hirer must immediately cease using the Equipment and evacuate all users if wind speeds reach or exceed 30 km/h during the Hire Period.

18.3. During the period of suspension, Brizzy Jumping Castles shall not be liable for any loss or damage suffered by the Hirer because of any delays or inability to perform caused by such force majeure events.

18.4. If the force majeure event continues for more than thirty (30) days, either party may terminate the Hire Contract by giving written notice to the other party. Upon such termination, Brizzy Jumping Castles will refund any amounts paid in advance by the Hirer for the period during which the services could not be provided due to the force majeure event, less any expenses already incurred by Don't Stop The

Party in relation to the Hire Contract.

18.5. Notwithstanding clause 18.4, the Hirer remains liable for any charges for services or Equipment provided up to the date of termination and any other amounts payable under these Conditions of Hire.

18.6. Each party must use its best efforts to mitigate the effect of the force majeure event and to perform its obligations under the Hire Contract as soon as reasonably practicable.

18.7. The Hirer acknowledges that events such as inclement weather, lockdowns, and pandemics may impact the ability to use the Equipment and that such events are considered force majeure under this clause.

18.8. This clause does not apply to obligations to pay money, which are not excused by force majeure.

18.9. The obligations and liabilities of the Hirer under this clause shall survive the termination or expiration of the Hire Contract.

19. NOTICES

19.1. All notices and consents required or permitted to be given under the Hire Contract must be in writing and may be given by one or more of the following modes: personal service, pre-paid postage, email, or facsimile transmission at the addresses of the parties as notified to one another or to such other address as the party to be served may designate to the other party or parties by written notice.

19.2. Notices will be deemed to have been duly given:

19.2.1. If delivered by personal service, on the day of delivery;

19.2.2. If sent by pre-paid postage, three (3) Business Days after the date of posting within Australia, or ten (10) Business Days if posted internationally;

19.2.3. If sent by email, on the day the email is sent, provided that no bounce-back or delivery failure notification is received by the sender;

19.2.4. If sent by facsimile transmission, on receipt by the sender of a transmission control report showing the successful transmission of the entire notice to the correct facsimile number.

19.3. The addresses for service of notices are those set out in the Hire Contract, or such

other address as either party may notify to the other in writing.

19.4. Each party must promptly notify the other party in writing of any change to their contact details, including address, email, and facsimile number.

19.5. For the avoidance of doubt, notices given by email must be sent to the email address specified by the receiving party. Both parties agree to maintain a valid and operational email address for the duration of the Hire Contract.

19.6. Any notice given under the Hire Contract that is received on a day that is not a Business Day, or after 5:00 pm on a Business Day, will be deemed to have been received on the next Business Day.

19.7. The provisions of this clause apply to all communications and documentation required or permitted to be given under the Hire Contract, including but not limited to, notices of breach, termination, or any other formal notices.

19.8. Notices and consents given in accordance with this clause are deemed to be duly given and effective despite any change in contact details of which no notice has been given.

19.9. The obligations and liabilities of the Hirer under this clause shall survive the termination or expiration of the Hire Contract.

20. ASSIGNMENT

20.1. Brizzy Jumping Castles may assign the benefit and the burden (if any) of the Hire Contract to a third party without any notice to the Hirer. The Hirer hereby consents to such assignment and agrees to be bound by the terms and conditions of the Hire Contract as assigned.

20.2. The Hirer may not assign, transfer, sublet, or otherwise deal with the Hire Contract or any of its rights or obligations under the Hire Contract without the prior written consent of Brizzy Jumping Castles. Any purported assignment without such consent is void and of no effect.

20.3. If Brizzy Jumping Castles assigns the Hire Contract, it will remain liable for the performance of its obligations under the Hire Contract up to the date of assignment. The assignee will assume all rights and obligations of Don't Stop
The Party from the date of assignment.

20.4. Brizzy Jumping Castles will provide the Hirer with the contact details of the assignee and any relevant information regarding the assignment, upon request.

20.5. In the event that the Hirer wishes to assign its rights or obligations under the Hire Contract, the Hirer must provide Brizzy Jumping Castles with a written request specifying the proposed assignee and the reasons for the assignment. Don't Stop
The Party may grant or withhold its consent at its sole discretion.

20.6. The Hirer remains liable for all obligations under the Hire Contract notwithstanding any assignment, unless and until Brizzy Jumping Castles provides written confirmation that the Hirer is released from such obligations.

20.7. Any attempted assignment, transfer, sublet, or other dealing in contravention of this clause shall entitle Brizzy Jumping Castles to terminate the Hire Contract immediately without notice and to repossess the Equipment.

20.8. The obligations and liabilities of the Hirer under this clause shall survive the termination or expiration of the Hire Contract.

21. MISCELLANEOUS

21.1. Governing Law: The Hire Contract will be governed by the laws of Queensland, Australia, and the parties submit to the jurisdiction of the courts of Queensland.

21.2. Severability: If any provision of the Hire Contract is held to be invalid, illegal, or unenforceable in any respect, the remaining provisions will not be affected or impaired thereby, and the invalid, illegal, or unenforceable provision will be reformed to the minimum extent necessary to make it valid, legal, and enforceable.

21.3. Waiver: The waiver of a breach of any term of the Hire Contract must be in writing and signed by the party waiving the breach. Such waiver will not be a waiver of any other breach of that term or the breach of any other term, and will not affect the enforceability of any other term.

21.4. Entire Agreement: The Hire Contract, including these Conditions of Hire, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations, and warranties, whether written or oral, with respect to such subject matter.

21.5. Amendments: Any amendments or modifications to the Hire Contract must be in writing and signed by both parties to be effective.

21.6. Relationship of the Parties: The parties are independent contractors, and nothing in the Hire Contract will be construed to create a partnership, joint venture, agency, or employment relationship between the parties.

21.7. Notices: Any notice or other communication required or permitted to be given under the Hire Contract must be in writing and delivered in accordance with the provisions of clause 19 (Notices).

21.8. Counterparts: The Hire Contract may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

21.9. Headings: The headings in these Conditions of Hire are for convenience only and do not affect the interpretation of the Hire Contract.

21.10. Survival: The provisions of the Hire Contract that by their nature should survive termination or expiration of the Hire Contract, including but not limited to, provisions regarding indemnity, limitation of liability, and governing law, will survive any termination or expiration of the Hire Contract.

21.11. No Third-Party Beneficiaries: The Hire Contract is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of the Hire Contract.

22. EQUIPMENT PHOTOGRAPHY

22.1. Equipment-Centric Photography:

The Company reserves the right to take photographs during events to document and showcase our equipment, setup, and services. These photographs will primarily focus on the quality and presentation of our products.

22.2. Privacy Protection:

The Company will make every reasonable effort to avoid capturing identifiable images of event attendees. This includes taking precautions to ensure that faces, personal

belongings, or any other identifying features are not discernible in the photographs.

22.3. Respect for Privacy:

The Company is committed to respecting the privacy and preferences of our customers and their guests. We will not engage in any photography practices that are intrusive or that may cause discomfort to individuals present at the event.

22.4. Use of Photographs:

Photographs taken by the Company may be utilised for marketing, promotional, and portfolio purposes, including but not limited to social media, websites, brochures, and advertisements. By agreeing to these Conditions of Hire, the

Hirer consents to the use of such photographs for these purposes.

22.5. Opt-Out Option:

If the Hirer or any event attendees prefer not to have photographs of the Equipment taken at the event, the Hirer must notify the Company in writing prior to the commencement of the Hire Period.