



These terms and conditions are the standard terms of hire for all equipment owned and operated by Kapiti Castles Limited.

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Customers are responsible for regularly reviewing the terms and conditions available on our website for any updates or changes. Any modifications or updates to these terms and conditions will be posted on our website, and customers will be considered to have accepted the revised terms by continuing to engage with our services after the changes are made.

## THE CONTRACT

- 1.1 These terms and conditions govern the hire of equipment and services provided by Kapiti Castles Limited. If you have any questions or need clarification, please get in touch with us at (022) 099 0843 or email [admin@kapiticastles.co.nz](mailto:admin@kapiticastles.co.nz).
- 1.2 Information provided by Kapiti Castles Limited, such as the website, sales and marketing materials, or price lists, does not constitute a formal offer. Your booking is an offer that we may accept or decline at our discretion.
- 1.3 A binding contract is formed once you make an Online, Phone, or Email Booking or pay in part or whole. We'll confirm the booking by email upon acceptance. By booking with us, you agree to these terms.
- 1.4 No signature is needed for this contract to take effect. When we send the booking confirmation, it's considered accepted and binding.
- 1.5 Your personal information (like your name and address) will be collected and handled as per our privacy policy (Page 7). We may use it to provide services, process payments, and update you on new products. Your data will only be sold or shared if needed for your booking.
- 1.6 If any part of this contract is deemed unlawful or invalid by a legal authority, those parts will be void, but the rest of the agreement remains valid and enforceable.

## COMMUNICATION

- 2.1 You can reach Kapiti Castles Limited by phone at (022) 099 0843 or via email at [bookings@kapiticastles.co.nz](mailto:bookings@kapiticastles.co.nz) during our office hours from 10:00 am to 4:00 pm, Monday to Friday. Customers with equipment on hire will receive an emergency contact number for emergencies outside these hours upon booking and delivery.

## PHOTOGRAPHY/VIDEOGRAPHY RELEASE

- 4.1 By engaging our services, you agree that Kapiti Castles Limited retains the right to capture, use, and publish any photographs, videos, or media captured at the event featuring our inflatables, regardless of the photographer or videographer. This includes images taken by our staff or attendees, contractors, or third-party individuals and covers any media captured on, in, or around our inflatables. These images and videos may be used for promotional purposes, including but not limited to our website, social media channels, marketing materials, and advertising campaigns. Kapiti Castles Limited reserves the right to edit, alter, copy, exhibit, publish, or distribute these images or videos without compensation to individuals featured in said media. If you do not wish to grant this release, please notify us in writing before the event. Your participation serves as an agreement to this release, and any objections must be provided in advance and acknowledged in writing by Kapiti Castles Limited.

## CUSTOMER OBLIGATIONS

- 5.1 When booking, the Customer must provide essential information per the online booking form for timely completion. Please do so to avoid booking acceptance delays. Transfer of obligations under the terms and conditions of the contract requires prior approval.
- 5.2 The venue must have accessible unloading/loading areas, car parking, and necessary access for safe setup and operation. Any issues like stairs, lifts, or specific timings should be communicated before booking. Parking costs and fines at the provided location are the Customer's responsibility. Kapiti Castles Limited reserves the right to access the site where the equipment is being used at any time during the hire period without requiring prior approval.
- 5.3 The setup area, including accessways, must be clear and safe. Kapiti Castles Limited may void a booking if the venue is deemed unsafe. We are not responsible for any damage before, during, or after the booking.
- 5.4 The Customer is responsible for understanding and conveying safety rules to participants. Kapiti Castles Limited is not liable for damages or injuries. The Customer must supervise equipment usage, prevent harm, and ensure participant behaviour. We reserve the right to void a booking at any time due to abusive behaviour, intoxication, or dangerous conditions. The booking balance remains payable. Supervision of equipment operation is required by someone 18 years or older. The Customer or their appointed representative must attend a safety briefing and sign documentation.
- 5.5 The equipment must be used only as described in the contract, terms, and conditions. Sub-hiring or unlawful use is prohibited. Equipment hired from Kapiti Castles Limited remains the property of Kapiti Castles Limited throughout the hire period and after that. If the equipment is retained beyond the agreed period, the Customer must ensure its safety and security.
- 5.6 For powered items, the Customer must provide a suitable 10Amp mains power supply within 25 meters for each item. Additionally, the Customer must inform Kapiti Castles Limited of underground services in the setup area. Our equipment uses pegs that are 400mm in length, and we assume that all cables and pipes will be buried at a depth 400mm unless otherwise advised.
- 5.7 Participants must not wear shoes, carry sharp objects, or have food, drink, alcohol, or drugs near the equipment. Smoking is strictly prohibited, and intoxicated participants are not permitted. Kapiti Castles Limited may apply an equipment cleaning charge of \$120 per item at its discretion.
- 5.8 The Customer is responsible for obtaining necessary documentation (risk assessments, insurance, testing) before booking.
- 5.9 The Customer is responsible for inspecting the equipment upon collection or delivery. Any missing items or visible damages should be reported to Kapiti Castles immediately before departure or delivery before the operators leave the site. Kapiti Castles will make reasonable efforts to replace or repair missing or damaged items; however, the equipment is the Customer's responsibility from collection or delivery until its return. The Customer is liable for any loss or damage to the equipment while on hire, excluding fair wear and tear determined by Kapiti Castles Limited. Charges for loss or damage are the Customer's responsibility, excluding pre-existing issues.

## HIRE PERIOD

- 6.1 The Customer selects the hire period during booking, confirmed in the booking details. Extending the hire period is possible, subject to Kapiti Castles Limited's discretion and additional charges based on commitments.
- 6.2 The hire period starts and ends as specified in the booking confirmation. Customers must allow for delivery and setup, of 20 minutes per inflatable item or 10 minutes per non-inflatable item and the same for pack-down within their booked times. Earlier collections or Late returns on self-service hires may incur additional per-day charges.
- 6.3 Booking online shows item availability, not delivery or operational availability. If circumstances change, items become unavailable, or time slots differ, the Customer can cancel within 24 hours at no charge. Refunds for payments made can be issued as per the refund policy.
- 6.4 Booking equipment safety staff from Kapiti Castles Limited are solely responsible for safe operation of the equipment and not for entertainment or child supervision, unless requested in advance. If operators are unavailable due to illness or any other reason, Kapiti Castles Limited will not offer compensation beyond a refund of the staffing fee paid. Kapiti Castles Limited shall not be held responsible under any circumstances.

## FEES AND PAYMENTS

- 7.1 For bookings beyond our standard delivery zone or requiring additional staff commitment, a deposit of \$120 may be required at Kapiti Castles Limited's discretion. Full payment or a deposit is required to secure the booking. Advance payments (including deposits, layby payments, and the total balance) are non-refundable. These cover irrecoverable costs incurred by Kapiti Castles Limited, such as pre-event preparations and administrative efforts.
- 7.2 All payments Kapiti Castles Limited requests must be received within three working days. Please meet this deadline to avoid the booking being voided.
- 7.3 The equipment price and total booking value are provided in the booking confirmation. Customers still determining these details should request a quote before confirming the booking.
- 7.4 Specific circumstances may necessitate a security deposit. This deposit covers instances where equipment is not returned, lost, stolen, or damaged. Any additional charges beyond the security deposit remain the Customer's responsibility.
- 7.5 All prices include a 15% GST. Changes in GST rates between the booking date and payment receipt will be payable by the Customer if payments still need to be completed.
- 7.6 Refunds are at Kapiti Castles Limited's discretion and are contingent on the notice period and unrecoverable costs. The refund schedule is outlined in the refund and cancellation section. Booking Add-Ons, such as the damage waiver, are non-refundable.
- 7.7 Late payments post-event may incur fees and administration charges, calculated per calendar month at \$35 for each period beyond the due date. If payment extends beyond 60 days, the booking may be referred for external collection or retained by Kapiti Castles Limited.

## CANCELLATIONS

8.1 Should circumstances change and the Customer needs to cancel the equipment hire, the following cancellation schedule applies:

Cancellations made up to	30 Days	Before the event start date incur a charge of	0%
	20 Days		15%
	14 Days		30%
	7 Days		60%
	2 Days		80%

8.2 All payments received will be subject to the stated cancellation charges. The cancellation charge remains payable to Kapiti Castles Limited even if no partial payment has been received.

8.3 Cancellations must be communicated in writing (email) to Kapiti Castles Limited and are considered accepted upon receipt of the cancellation notice.

8.4 If a postponement is preferred over cancellation, we'll collaborate to reschedule, subject to availability and staffing. No cancellation charges apply for postponements, and payments can be initially transferred to the new date. Additional postponements incur a \$35 administration charge each.

8.5 Refusal of delivery upon arrival for any reason obliges the Customer to pay the total booking value. The Customer bears responsibility if the equipment doesn't fit or the location is unsuitable. In such cases, the total booking value is payable by the Customer.

8.6 If a booking is cancelled and our Equipment Safety Staff have been booked in addition to the inflatable items or other equipment, the payment for the Equipment Safety Staff is still due. This is to cover the costs of staffing and preparation already incurred by Kapiti Castles to ensure the safety and enjoyment of your event. The full amount for the Equipment Safety Staff must be paid regardless of the cancellation notice period.

## REFUNDS

9.1 Advance payments are generally non-refundable. However, customers may apply for a refund under specific circumstances, subject to the discretion of Kapiti Castles Limited. These circumstances include adherence to our cancellation policy, adjustments reducing the booking value, overpayments, or pricing errors. Please note that Booking Add-Ons, such as the damage waiver, are non-refundable.

9.2 To request a refund, customers must apply online within three working days of the issue. Approval and processing of refunds may take up to 14 working days.

- Refunds via bank transfer (cash refund) incur an administration charge of \$120.
- Refunds issued as gift certificates or credit vouchers do not incur any administration charges.

9.3 When our Equipment Safety Staff are included in a booking that has received a refund request, the Equipment Safety Staff fee is non-refundable and will be deducted from the total refund amount, regardless of the refund method.

## WEATHER

- 10.1 Weather-related cancellations are the Customer's responsibility and are accepted only when communicated via email, phone call or text within 24 hours before the booking start time, but no later than 2 hours before. Cancellations outside this period follow the standard policy, and refunds align with our cancellation and refund policy.
- 10.2 Weather cancellations apply to the weather on the booking day or a reliable forecast within 24 hours, considering the following criteria:
- Wind Speed/Gusts: Over 25KPH
  - Moderate to Heavy Rain: 20+mm per hour
  - Temperature Below 10 degrees or Above 28 Degrees
- 10.3 Kapiti Castles Limited assumes that each event proceeds as planned unless communicated prior. However, unless a prior cancellation occurs, the equipment will be installed. Usage might not be safe under adverse weather conditions. Kapiti Castles can deem that the equipment is unsafe to be installed upon arrival to the delivery site.
- 10.4 Kapiti Castles Limited is not liable for the weather on the booking day. No full or partial refunds are offered if the equipment cannot be used post-delivery or collection during a self-service hire due to weather conditions. Kapiti Castles Limited is not responsible for revenue loss or additional expenses due to weather-related circumstances.
- 10.5 Outdoor equipment usage is prohibited during moderate to heavy rain exceeding 30mm per hour or wind speeds exceeding 28 kph.

## FORCE MAJEURE

- 11.1 Kapiti Castles Limited shall not be held liable for any failure or delay in meeting obligations due to circumstances beyond its reasonable control, including but not limited to: Traffic Delays, Fire, Explosion, Floods, Storms, Earthquakes, Pandemic/Epidemic, Weather affecting delivery schedules or equipment operation, Acts of Terrorism/War, Power Failure, Government Actions, Industrial Action/Protests
- 11.2 If equipment is damaged or if staffing capabilities are affected, Kapiti Castles Limited will inform the customer promptly. The customer can cancel the booking within 24 hours of notification without incurring charges. In case of delays or missing equipment, compensation will be provided in the form of extended time, capped at one hour, at the end of the hire. If time compensation is unsuitable, a pro-rata refund may be applied for, limited to specific items. Kapiti Castles Limited will not be liable for any loss of earnings or additional expenses incurred due to the delay.

## SPECIAL OFFERS, DISCOUNTS, PROMOTIONAL CODES

Name	Value	Terms & Conditions
Indoor Booking Offer (10%)	10%	Valid for indoor bookings between June 1 <sup>st</sup> & August 31 <sup>st</sup> . Bookings must be made via <a href="http://www.kapiticastles.co.nz/book-now">www.kapiticastles.co.nz/book-now</a> . Applicable across the entire hire range listed at <a href="http://www.kapiticastles.co.nz/hire-options">www.kapiticastles.co.nz/hire-options</a> . Minimum booking total of \$120 required for discount to apply. Not applicable for travel charges or staff costs. Cannot be combined with other discounts. Can be removed or adjusted at any time.
Charity Rate Discount (\$50)	\$50	Valid for registered charities with confirmation on charity letterhead. Maximum discount for three items exceeding \$120 each. Applicable only via <a href="http://www.kapiticastles.co.nz/book-now">www.kapiticastles.co.nz/book-now</a> . Not valid for travel charges or staff costs. Can't be combined with other discounts. Subject to adjustment or removal.
Vouchers	Multi	\$20, \$50, \$100 Vouchers. Apply towards the entire hire range at <a href="http://www.kapiticastles.co.nz/hire-options">www.kapiticastles.co.nz/hire-options</a> . Valid for bookings made via <a href="http://www.kapiticastles.co.nz/book-now">www.kapiticastles.co.nz/book-now</a> . No minimum spend requirement. Not applicable for travel charges or staff costs. Cannot be combined with other discounts. Discounts may be removed or adjusted.
Item Hire Discounts	Multi	Two, Three, Four Item Hires (5%, 10%, 15%). Applicable per item for minimum spends of \$120 each. Valid for bookings at <a href="http://www.kapiticastles.co.nz/book-now">www.kapiticastles.co.nz/book-now</a> . Not for travel charges or staff costs. Can't be used with other discounts. Discounts may be removed or adjusted.
Offer of the Month	\$50	Valid for specific items visible at <a href="http://www.kapiticastles.co.nz">www.kapiticastles.co.nz</a> . Apply only via <a href="http://www.kapiticastles.co.nz/book-now">www.kapiticastles.co.nz/book-now</a> . Not for travel charges or staff costs. Cannot be combined with other discounts. Single-item discount.
Loyalty Discounts (\$20)	\$20	Apply to the entire hire range at <a href="http://www.kapiticastles.co.nz/hire-options">www.kapiticastles.co.nz/hire-options</a> . For bookings made via <a href="http://www.kapiticastles.co.nz/book-now">www.kapiticastles.co.nz/book-now</a> . No minimum spend required. Not for travel charges or staff costs. Cannot be combined with other discounts. Discounts may be removed or adjusted.
Half Price & Promotional Free Hire (50% - 100%)	Multi	Valid across the entire hire range at <a href="http://www.kapiticastles.co.nz/hire-options">www.kapiticastles.co.nz/hire-options</a> . Apply only via <a href="http://www.kapiticastles.co.nz/book-now">www.kapiticastles.co.nz/book-now</a> . Minimum spend requirement for Half Price offer: \$255. Not for travel charges or staff costs. Cannot be combined with other discounts. Subject to discretion by Kapiti Castles.
<i>Kapiti Castles Limited reserves the right to cancel or modify any discount offer at any time without prior notice.</i>		

## PRIVACY POLICY

Kapiti Castles Limited values and respects the privacy of our customers and is committed to safeguarding personal information obtained during our services. We collect and handle personal data according to applicable privacy laws and regulations.

**Information Collection:** We collect personal information necessary for booking and operational purposes, including names, contact details, event location, and relevant hire requirements.

**Usage of Information:** The collected information is primarily used to process bookings, deliver services, and communicate with customers. We may also provide updates on services, special offers, or promotions unless specified otherwise by the Customer.

**Data Protection:** Kapiti Castles Limited employs security measures to protect personal information from unauthorized access, alteration, disclosure, or destruction. Access to this data is restricted to authorized personnel only.

**Third-Party Disclosure:** We do not sell, trade, or transfer personally identifiable information to external parties unless required for booking or service delivery. In such cases, third parties are required to comply with privacy laws and handle data securely.

**Data Retention:** Personal information is retained for as long as necessary to fulfil the purposes outlined in this Privacy Policy and to comply with legal obligations.

**Customer Rights:** Customers have the right to access, correct, or delete their personal information held by us. Requests or inquiries regarding data handling can be directed to our contact details provided.

**Consent:** By engaging our services, customers consent to the collection, processing, and usage of their personal information as described in this Privacy Policy.

**Policy Updates:** Kapiti Castles Limited reserves the right to update, modify, or amend this Privacy Policy anytime. Any changes will be reflected on our website or communicated directly to affected customers.

Customers acknowledge and accept the practices described in this Privacy Policy by engaging with Kapiti Castles Limited. For queries or concerns about our data handling practices, please get in touch with us using the provided information.