



## Terms & Conditions for Little Cubby Spaces Hire

Once the full payment has been received it is deemed and understood that the client fully agrees to and is then bound by the terms and conditions listed below and doing so enters into a contract with Little Cubby Spaces Limited.

### **Booking Terms:**

1.1 Our Cubby houses are designed and safety assessed for the age range of 12 months - 6 years ideally (some allowances can be made up to the age of 10 years - speak to our team before making a booking.) Children at 12 months plus can be accommodated with modifications, please let us know upon the time of booking and we can supply more age appropriate toys/props. The equipment is not for clients over the age of 10 years. Adults should not use at all.

1.2 Under NO circumstances should any of Little Cubby Spaces equipment be sub-contracted out to a third party or used for anything other than its hired purpose agreed with Little Cubby Spaces.

1.3 All equipment remains the property of Little Cubby Spaces at all times.

1.4 All booked equipment is subject to availability on the hire date which can be affected by breakdown, theft, stock replacement or rotation, etc. Little Cubby Spaces reserves the right to substitute any of the booked equipment at any time to another piece of equipment to a similar price as seen fit. Little Cubby Spaces will always advise of this as soon as possible.

1.5 When placing a booking please ensure you have checked and understood all the set up & delivery requirements, health and safety documentation from us and your venue if applicable. Copies of our testing and risk assessments are available to view on request. If you have any queries please contact us before booking.

1.6 A. Once set up, the client or the representative acting on their behalf must then sign for the delivery by signing our terms and conditions of hire and disclaimer form. By signing for the equipment, the client or the representative acting on their behalf are confirming that they are happy with the equipment, location and service and that everything has been left in full working order and is fit for purpose.

B. Once the equipment has been signed for any breakages, damages, losses, theft (including overnight) will then be liable by the client to the full value for either repair or replacement.

1.7 In the event that you are unhappy with any of the equipment provided then please make your delivery person/team aware and do not sign for any of the equipment until you are happy with the resolution offered by the company. Once the



equipment has been signed for, you are signing to confirm that you are happy and that any claim made after will not be accepted nor any refund offered.

1.8 The client must not refuse the collection of the equipment for any reason.

1.9 All company items and equipment are left in the responsibility and care of the client from the time they are delivered until the time that they are collected. If collection is delayed for any reason the client is still responsible until the items are collected.

### **Set Up & Using the Hire Equipment:**

2.1 All children must be supervised by an adult (18 years plus) whilst using the cubby spaces. Do not ever leave the child unsupervised in a cubby space. Although we have taken the safety of your children very seriously, we are still obliged to add some of the toys may not be suitable for children under three years old due to small parts. Please exercise caution for choking hazards at all times and supervise the cubby space.

2.2 The equipment is not for clients over the age of 10 years. Adults should not use at all.

2.3 The hire equipment/houses cannot be exposed to wet weather or water so the set up area may need to be revised subject to weather conditions for indoors/covered space. **Please ensure you have a wet weather option for set up before booking us for your event.** We will consult with the client 24 hours before the delivery day if the intention was an outside set up and weather is looking like rain. An option to rebook on another day can be offered. Tarpaulin will be provided for periods of unexpected wet weather for an outside set up, so the spaces must be covered immediately and toys brought under cover. Fortunately, our cubby spaces are designed for indoor or outdoor use so we can be quite flexible for set up. **We just require you to have a wet weather plan on standby.**

2.4 No smoking/fire/vaping to be used near the cubby spaces equipment/toys.

2.5 The houses, tables, chairs, benches are not for climbing on.

2.6 We have crafted our cubby houses with a lot of love and care so please treat them in the same way when hiring them and return in the same condition they were delivered.

2.7 All equipment must only be moved, assembled and disassembled by a member of the Little Cubby Spaces team. As a duty of care and effort to maintain the health



and safety of our customers, no third party is authorised to move, assemble or disassemble the Little Cubby Spaces equipment.

2.8 The cubby houses can be set up indoors and outdoors when set up requirements are fulfilled by client. We require the customer to provide easy access to the event space for delivery, no obstacles eg stairs or difficult terrain (please discuss with us before booking if unsure).

We also require a flat surface area for the set up of the equipment with a minimum requirement of space, as detailed on each Cubby Space web listing when you book. We cannot guarantee a complete set up if a reasonably flat ground space is not provided. Little Cubby Spaces will not be held responsible for failure to set up, due to unfit surfaces or insufficient space provided by the client. It is the client's responsibility to check this before the booking date.

Failure for the client to provide suitable space/ground, will be classed as a non refundable booking however we will endeavour to work with the client towards another set up in other areas to the best of our ability (perhaps partially). If you are unsure about your space, please send photos of the potential event space to install eg a garden and we will let you know if we deem it suitable or unsuitable. Ideally outside space needs to have reasonably level grassed area, free from any objects that may cause damage such as stones, wire, thorns etc and away from potential dangers such as electric cables, wire fencing, washing lines, trees etc.

The ideal indoor space is a flat surface again free from any obstructions and potential dangers, with a ceiling height clearance of 2 metres 40 cm or more.

Cubic metre space requirements for set up will vary depending on the cubby houses booked as they vary in size, please check the individual web listings.

2.9 In the event of any breakdown of equipment either before or during your event which prevents or limits us to fulfil our contracted obligations, our liability shall be limited to a pro rata refund of any monies paid in relation to the contracted item or equipment to which we are unable to provide. Where a break down occurs during an event, a pro rata refund for the remaining time booked will be applied based on the start and finish times we have from you. Any refund will also be limited to the specific item at fault and not the booking as a whole.

2.10 – All breakdowns or faults must be reported to the company ASAP via phone by the client and the equipment should then not be used from the discovery of the fault until the client is told it is safe to do so by the company. The company will then dispatch, where possible, someone to inspect the fault, provide a replacement subject to availability, and aim to fix or replace within 2 hours of reporting the fault. Any reduction of our fee is at the discretion of the company and limited only to the percentage of time the equipment is inoperable.



## **Delivery & Pick Up**

3.1 Our team will delivery and set up the Little Cubby Space so you do not have to lift a finger! Leave it all to us, and we'll create a really special play space for the little ones. Once the event is over, we will take care of all the disassemble and pack away. Easy peasey!

3.2 Our delivery & pick up services are free of charge to the areas of Central Napier, Taradale, Hastings, Clive, Haumoana, Te Awanga & Havelock North.

3.3 Outside of these areas, such as Waimarama, Waipawa, Waipukurau, rural areas of Central Hawke's Bay can be delivered to & picked up from, for a small charge of \$35. If you are unsure, please contact our team to discuss delivery areas further before booking.

3.4 All delivery and collection times are approximate and Little Cubby Spaces will always try its best to ensure delivery is made on time; however there may occasionally be situations and issues outside of the company's control such as traffic problems, delays at previous deliveries, vehicle breakdowns, etc. the company will not be held responsible or liable for any losses or costs incurred by yourselves or any forms of additional compensation. The company recommends that the client allows 1.5 hours either side of your delivery and collection to ensure the smooth running of your event.

3.5 On delivery, if the surface, space or venue isn't suitable the equipment will not be set up and a full charge will still be made from the client. This includes any provisions the client has failed to inform the company of such as steps, obstructions, narrow access, excess distance to site (over 50m) etc. Please let us know of any obstructions before delivery that we may need to navigate and best possible delivery point for the client's space. We will give you a call just before the event if we haven't heard from you just to get some delivery information and ensure everything sets up smoothly.

3.6 Where the delivery needs to go through a house, property or any other area we will take the utmost care; however, any damage caused will not be accepted as our responsibility (unless negligence has taken place on our part) and this will be down to **the client to repair, replace and take responsibility for.**

## **Cancellation Policy & Payment Policy**

4.1) Full payment is required to secure the booking for the hire date. This should be made online via our website.

4.2) All prices are inclusive of GST at the current rate.



4.3) a. Date changes can be made at the discretion of Little Cubby Spaces management, subject to availability and only made one time by the customer. Any further changes requested after one change, will be classed as a full non refundable cancellation and treated as a new booking, requiring a new payment.

b. If the first date change is requested within fourteen (14) days of the original Event Date booked, it will be subject to a charge fee of \$60 of the invoice. All date change fees must be paid in full and a new contract will be formed for new signatures with the new date and information related to the event.

4.4) A full refund will be given for bookings that are cancelled by the customer, with 14 days notice or more before the event date.

4.5) If cancellations are made by the customer with less than 14 days notice there is a cancellation charge of \$150.

4.6) **Cancellations due to bad weather**– Little Cubby Spaces will check the weather forecast 24 hours prior to the booking date and if rain, strong winds or both are forecast, we will contact the customer and discuss wet weather options available for their indoor/covered space. The customer will be asked if they have an indoor option available such as inside the house (play equipment may fit depending on space and ceiling height) If the client does not wish to have an indoor event or no suitable location can be sourced the client will be given the option to re-book another date. If rebooking is not chosen or no suitable indoor space is provided then the cancellation fee of \$150 will be applied and a refund of the remaining balance will be provided. If on the morning of the hire the weather is unsuitable for the equipment to be set up outdoors and the customer does not wish to re-book or have a suitable wet weather plan, they will be charged a \$150 cancellation fee.

**To avoid disappointment and cancellation, it is strongly advised that an indoor venue is booked or at least available as a back-up option especially during the Winter season. If you choose to plan your event outdoors then this is done at your own risk.**

4.7) If Little Cubby Spaces Limited has to cancel for reasons other than the weather the client will be offered a full refund or the option to re-book with a discount offered as a gesture of good will.



#### **4.8) Covid Related Cancellation Policy:**

In the event the customer is required to cancel or postpone due to Health Pandemic/Covid Alert Level Restrictions from the government, we can transfer your booking payment to another available date. If the customer opts to cancel instead of postpone due to a Government Covid Lockdown, we will refund all money paid to us. If your party has to be cancelled due to the customer or a member of your household/party guests displaying Covid symptoms, in isolation, waiting test results or have come in contact with anyone suspected of having Covid then you can re-book at no extra cost or receive a part refund minus the \$150 cancellation fee.

### **Health and Safety and Supervision**

5.1) Copies of our insurances, testing, risk assessments, disclaimers and all other documentation are available on request. Any restrictions placed by the customer after booking to which we weren't informed of at the time of booking will not be accepted and the customer will be expected to pay the full booking cost.

5.2) Written safety instructions and a safety briefing are given immediately before the hire begins. It is the responsibility of the hirer to ensure that these instructions are followed along with our terms and conditions for hire.

5.3) It is the responsibility of the person that is hiring Little Cubby Spaces equipment to ensure that all possible steps are taken to avoid damage to the equipment or injury to the users. All persons using the Little Cubby Spaces equipment do so at their own risk.

5.4) Please be aware whilst we have taken every precaution for the safety of your little ones, there are still choking hazards that could occur for children especially those under three years old and please provide appropriate adult supervision at all times.

### **Liability and Insurance**

6.1) The companies public liability covers the equipment only and not the users.

6.2) The customer agrees to indemnify the company for any damage or theft of the company's equipment whilst on hire. The customer is responsible for the cost of repair or replacement in full of our equipment whilst on hire.

6.3) The customer agrees to indemnify the company from any property damage claim.

6.4) The customer agrees to indemnify the company from any claim of accident or injury from users of the equipment.



## **Feedback/Concerns**

7.1) Our Little Cubby Spaces team want to create beautiful memories for our customers and their whānau and friends so if a customer has any problems during the event or are unhappy in any way they must report this ASAP via phone in order for us to try and put this right.

7.2) As a small family run business, we welcome any feedback to help us grow and improve our products and the experiences we are working to create. Please pop us an email or give us a call.