

Terms & Conditions

Eden Lawn Games

[www.edenlawngames.co.za](http://www.edenlawngames.co.za)

### **STANDARD TERMS AND CONDITIONS:**

Eden Lawn Games website allows customers to book jumping castles, play equipment, catering equipment and party décor. Our website also allows customers to purchase cakes & bakes, party supplies & boxes. All these can be booked/purchased from our website and will then be delivered to the address provided by the customer on an agreed time between Eden Lawn Games and the customer/hirer. Eden Lawn Games may, in its sole discretion, change this agreement or any part thereof at any time without notice.

#### **1. CONFIRMATION OF ORDER/BOOKING:**

In order to confirm your order/booking we require the deposit (min 50% of total balance) within 24 hours since you have made the booking despite the date falling on a weekend or public holiday. If for any reason you cannot make the deposit but do want the goods, then please send us an email at [info@rumblegrumble.co.za](mailto:info@rumblegrumble.co.za).

Bookings will be cancelled WITHOUT NOTICE after 24 hours if no proof of payment (POP) has been received.

If paid by credit card then you do not have to send any proof of payment. You do however have to send us proof of payment for normal eft or if you bank with Capitec Bank.

Eden Lawn Games do not hold bookings for any customer. No exceptions.

The customer/hirer will receive a confirmation email confirming that the booking has been finalised and is now booked for them. If no such email has been received then the booking is not confirmed. Please email us at [info@edenlawngames.co.za](mailto:info@edenlawngames.co.za) if you have not received the confirmation of booking email after maximum of 12 hours after you have made the booking.

#### **2. HIRER/CUSTOMERS RESPONSIBILITY:**

The onus rests on the customer to:

Check the space and access points of the property with the inflatable/equipment dimensions given on the website before booking.

Provide all correct contact details, address and party times when making the booking.

To read and accept our Terms and conditions, FAQ's as well as the specific rules to follow. (Specific rules to follow is at bottom of this T&C's)

To pay the deposit within 24 hours after making the booking.

To send us the POP and to confirm that we have received the deposit/POP if not paid via Credit card.

To cancel in appropriate time in case of rainy weather (See cancellations)

To be at the given delivery address to accept the goods as per the agreed delivery and collection times between the customer and Rumble Grumble Parties.

Upon delivery, the hirer/customer has to check that he/she has received all goods ordered/hired in good working condition. It will be required that the person receiving the goods will have to check that all goods were received in good working condition. If not, please do not use the equipment and report it to us immediately.

To inform all their guest of the "specific rules to follow".

To make sure that all pegs stay secure as the playing the games might loosen it. Re-peg if necessary.

To make sure that all the guest are using our equipment responsibly.

No shoes are allowed on the games.

Provide supervision at all times. The games should be folded and stored indoors, in provided containers outside the reach of children. Any other product should be stored out of reach of children if no supervision is able.

Keep ALL pets away from our equipment.

### 3. DELIVERY AND COLLECTION:

Delivery on can be done upon arrangement.

No customer will be allowed to collect any hired item from us unless agreed upon both parties. Please also see point 4 "Collection by Customer".

All goods will be delivered to the customer on the day of the function; on an agreed time between Eden Lawn Games and the customer.

All hired items will be collected on the same day on the agreed time between Eden Lawn Games and the customer.

If hirer/customer refuses to return rented items, the hirer/customer agrees that Eden Lawn Games and its agents may take all reasonable actions necessary to recover rented items without prior notice or legal process.

Eden Lawn Games will not be held responsible for any associated rental, stall fees, entry fees or any other such expenses that might be incurred as a result of the hire of equipment.

We try to deliver all hired equipment between 7am and 1 pm. Collections will take place between 3 pm and 6pm. We do not collect after 6pm on a Saturday and 5pm on Sunday. If your party is at a venue, we will try our best to accommodate your times accordingly as we are aware that you most likely only get the venue at certain times. Please note that if you have to be out by a certain time we have to collect at least 30 min prior to that time. Please provide us with you exact party times. Please do not put on extra time.

Next day collections on arrangement only and only if the unit is available.

WE ONLY DELIVER FOR EVENTS IN GEORGE AND SURROUNDING AREAS (within 10km of George limits) free of charge. R8.50 per kilometer will be charged if outside of this area with prior arrangement with Eden Lawn Games.

#### 4. COLLECTION BY CUSTOMER:

Collections take place strictly on the day of the event. Please note that we do not stay at the collecting premises. Thus you will have to arrange a meeting time. The same with collections.

The equipment must be returned the same day of collection in a CLEAN WORKING condition.

##### 4.1 What you will require when collecting:

A copy of I.D of person who booked the jumping castle.

R500 security and breakage deposit. This will be refunded to you when we receive the goods back in good, clean condition. If you chose to return the games the next day a full rental price will be charged. Note that this amount is not the total product cost. It's an additional amount that must be paid upon collection.

##### 4.2 When will I forfeit my R500 breakages deposit:

If you return the games late and dirty.

If the games or any other product that was given to you is damaged or lost.

If the games were booked out for the next day and you failed to bring it back, you will be charged an extra full days rental + business lost on the delivery we can't deliver to + damages to our business name as we can't deliver a product to a customer due to your negligence. To avoid this situation, please bring the games back as per the agreed date and time as stated on invoice in a clean working condition. All hired items need to return the same day of collection unless you book all the goods for two days.

#### 5. CANCELLATION POLICY ON HIRED ITEMS:

Only written cancellations will be accepted.

Cancellations must be made via SMS (084 210 6234) or email ([info@edenlawngames.co.za](mailto:info@edenlawngames.co.za)).

Refunds will only be done if 14 days' notice has been given.

We do not do last minute date changes as we lose out on a booking if you did not cancel at least 14 days before the party date. We ask for 14 days notice as it gives us reasonable time to try and book the goods out again thus resulting in no business loss. We understand that sometimes people get sick, something unexpected happens or there could be bad weather on your party day, but no refund will be made on date changes unless 14 days (or more) notice has been given.

We do not give refunds on any payments of any Hire fees made when booking; if 14 days' notice has not been given.

Refunds due to rain:

Refunds will only be given on inflatable rentals if you cancelled the Friday before the party (before 10 am). Weather forecast for weekends can be checked online from Thursdays already.

No other product booked will be refunded due to bad weather as these goods can be used indoors. Even if you decide to cancel your party due to the bad weather, then no refunds will be made on those items hired.

#### 6. REFUNDS:

All refunds will be processed and a credit will be automatically applied to your credit card or original method of payment within 7 – 10 working days. Please note that depending on your Credit Card Company or bank, it may take an additional 2-10 business days for the amount to reflect on your account.

All eft refunds carry an R10.00 (Ten Rand) cancellation fee. All credit card refunds carry an R50 (Fifty Rand) cancellation fee. This amount will be deducted from the amount that will be refunded to you.

All breakage deposits that we received in cash will be refunded to you via EFT within 7 days after you have returned the hired items back in clean, undamaged, working condition.

#### 7. RENTAL AGREEMENT BETWEEN CUSTOMER/HIRER AND EDEN LAWN GAMES:

All equipment to be used at own risk and Eden Lawn Games will accept no responsibility for injuries caused by using the equipment.

By paying the 50% deposit and/or by accepting delivery of rented items, the customer agrees to all terms and conditions.

The Hirer/Customer assumes full responsibility for all rented items, including their safe and proper use, operation, and return to Eden Lawn Games.

The Hirer/Customer agrees to indemnify and hold Eden Lawn Games harmless from any claims from customers use or misuse, including any third parties for loss, injury, and damage to persons or property arising out of the customer's negligence or operation including legal costs incurred in defence of such claims.

The Hirer/Customer acknowledges the possibility of injury and will provide adult supervision at all time.

The Hirer/Customer will be liable for any damage/theft of the equipment whilst in their care. All damages incurred to any hired equipment, inflatable's or other games while in possession of the hirer will be payable by the hirer unless mutually agreed upon in writing by both parties.

The Hirer/Customer agrees to pay all attorney fees and court costs incurred by Eden Lawn Games in enforcing these terms and conditions.

#### 8. SETUP:

Eden Lawn Games will set up all games if required on day of delivery.

#### 9. WEATHER:

No water shall be allowed on any games.

Do not use the games during rain.

If during operation the wind becomes excessive (25kph), please make sure the games are in a secured place and can't blow away. If stakes come undone, please secure them immediately.

Please see CANCELLATIONS POLICY if you wish to cancel due to rainy weather.

#### 13. PAYMENTS:

##### PAYMENT OPTIONS ACCEPTED FOR DEPOSITS:

EFT payments only. No credit card facilities available for "walk-in" customers.

Payment may be made via electronic fund transfer (EFT) into Eden Lawn Games bank account, the details of which will be stated on your invoice upon booking.

##### PAYMENT OPTIONS ACCEPTED FOR BALANCE DUE:

Balance payment strictly COD. We reserve the right to refuse to hand off any product if the full outstanding balance is not settled upon delivery of hired goods.

#### 16. CUSTOMER PRIVACY POLICY:

Eden Lawn Games shall take all reasonable steps to protect the personal information of customers. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000(PAIA). The PAIA may be downloaded from [http://www.polity.org.za/attachment.php?aa\\_id=3569](http://www.polity.org.za/attachment.php?aa_id=3569)

#### 18. RESPONSIBILITY:

Eden Lawn Games takes responsibility for all aspects relating to the transaction including sale of the goods and services sold on the website, customer services and support, disputes resolution and delivery of goods.

#### 19. COMPANY DETAILS:

This website is run by Eden Lawn Games based in South Africa trading as Eden Lawn Games. Contact details: 0767020925, [info@edenlawngames.co.za](mailto:info@edenlawngames.co.za). Physical address: 6 Karee Street, George, Western Cape, 6529. (Please note that we are not a walk in shop. This is a warehouse only. Viewings

by arrangements only. No cash payments allowed at this address. All bookings strictly to be done via EFT or you can mail us at info@edenlawngames.co.za)

#### Safety Rules To Follow:

A responsible adult must be in attendance and closely supervise all activity while any game or piece of our equipment is in operation.

You, the customer are responsible for providing such supervision during the entire time that our party rental equipment is in your possession.

Do not use the inflatable during periods of rain or excessive winds (25 km/h or greater). In the event of severe weather, (lightning, thunder, rain or high winds) instruct all occupants to immediately stop use and DO NOT allow use of games until the weather clears.

Remove shoes and other hard or sharp objects prior to using matt games like Snakes, Putt Putt Pool and Ladders and Twisties.

No hot objects are allowed in or near any games.

No Gum, No Face Paint, No Sweets, Food or Drinks are allowed on matt games like Snakes and Ladders, Putt Putt Pool or Twisties.

We take safety very seriously, you should too. Persons not following these safety rules should be immediately instructed to stop use of game.

If at any time during your rental, you are unable to provide the proper adult supervision that our equipment requires we recommend that you stop using it.