



# Terms and Conditions

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## 1. Definitions

**Giant Games** means the registered Family Partnership “A Saunders and D Saunders” (Australian Business Number 50 160 756 316) trading as “Giant Games” (Registered Business Name BN22419366), its Directors, Employees and Authorised Licensees.

**Hirer** means the person or entity entering into an agreement with Giant Games.

**Inclement Weather** means rain or showers, and/or wind conditions in excess of 20 nautical miles per hour (knots).

**Managed Hire** means the provision, delivery, assembly, onsite management, rules instruction and interpretation, security, disassembly, and removal of Giant Games

**Unmanaged Hire** means the provision, delivery, assembly, disassembly and removal of Giant Games (excluding onsite management, rules instruction and interpretation, and security).

**Event** means the date, time, duration and location of a confirmed booking

## 2. Bookings

An inquiry from a Hirer to Giant Games will result in a written quotation delivered to the Hirer. A quotation will not be considered a confirmed booking until such time as the Hirer confirms the quotation (in writing via email) and agrees to these Terms and Conditions.

A confirmed booking will be locked into the Giant Games schedule and a Tax Invoice will be issued by Giant Games to the Hirer approximately two weeks prior to the Event. Giant Games is registered to collect GST on behalf of the Australian Taxation Office.

## 3. Payment Terms

Unless other arrangements have been made, Giant Games requires payment in full prior to, or on, the Event day.

Payment by Electronic Funds Transfer (EFT) in advance, or credit card on delivery (Visa or Mastercard), is preferred. EFT details will be noted on the Tax Invoice.

Overdue payments will attract a surcharge of 2% of the Tax Invoice value per month or part thereof.

## 4. Cancellations and amendments

The following cancellation fees apply to an Event that is cancelled by the Hirer (except where Inclement Weather provisions apply – see point 5):

- If the Event is cancelled more than seven (7) days prior to the Event commencement – no cancellation fee
- If the Event is cancelled less than seven (7) days and more than 48 hours prior to the Event commencement – a cancellation fee equivalent to 50% of the Tax Invoice amount will apply
- If the Event is cancelled less than 48 hours prior to the Event commencement – a cancellation fee equivalent to 100% of the Tax Invoice amount will apply

Giant Games accepts that unavoidable circumstances may occur that require an amendment to the Event. These may require a change in the Event commencement time, a change in the Event date, or a change to the Event venue. Giant Games will accept reasonable amendments to an Event without financial penalty to the Hirer provided that Giant Games can accommodate the amended details. However Giant Games reserves the right to charge a cancellation fee (in accordance with the above) if the amendment cannot be accommodated (for example, if another Event booking has been confirmed for the amended date or time).

## 5. Inclement Weather

Giant Games understands that Inclement Weather can affect outdoor Events. In the case of Inclement Weather on the day of an Event being held outdoors, either the Hirer or Giant Games can cancel the Event without any cancellation fees being applicable.

To be clear, even if the Hirer wishes to continue an Event during Inclement Weather, Giant Games can still cancel their participation in the Event if they consider that there is risk of damage to the games or risk of injury to the Event participants as a result of the prevailing Inclement Weather conditions.

## 6. Venue

In accepting these conditions, the Hirer is confirming that the Event location conforms to the requirements of the games that have been booked. The specific requirements of each game can be found at <http://www.giantgames.com.au/giant-games-options.html>. If the booked Giant Games are not appropriate for the venue (due to size or venue surface), Giant Games reserves the right not to use certain games or replace with others more suitable (depending on availability)

Giant Games may agree to modify these requirements on written request (email) from the Hirer. In some circumstances, an Event venue inspection prior to the Event commencement may be required by Giant Games.

## 7. Vehicle Access and Parking

Giant Games owns and uses a commercially registered van (Hyundai iLoad) to deliver and pick up the hired Giant Games. It is the responsibility of the Hirer to ensure there is temporary parking at, or very close to, the Event location for the purposes of off-loading and re-loading the required games. This can be a commercial vehicle parking space or loading bay.

If this is a Managed Hire Event, the Hirer is also responsible for ensuring there is parking for the van close to the Event location for the duration of the Event. If this cannot be done, the Hirer must inform Giant Games, and an allowance for the cost of parking will be added to the quote and tax invoice.

Please note that if undercover parking is provided, we need a minimum ceiling height of 2.2 metres. The van registration number is 373 SFS (white Hyundai iLoad van).

## 8. Event inclusions

Unless otherwise specified, the following services will be provided by Giant Games to the Hirer:

### Managed Hire

- Provision of the agreed games
- Delivery to the Event location in sufficient time prior to the Event commencement to enable assembly of the games
- Assembly of the games
- Management of the games during the Event, including rules explanation, scoring (if required), re-assembly after the conclusion of a game, and security of the games equipment
- Public Liability Insurance
- Disassembly and removal of the Games upon the Event conclusion

### Unmanaged Hire

- Provision of the agreed games
- Delivery to the Event location in sufficient time prior to the Event commencement to enable assembly of the games
- Assembly of the games
- Public Liability Insurance
- Disassembly and removal of the Games upon the Event conclusion

Unless otherwise specified, the following services will be provided by the Hirer to Giant Games:

#### **Managed Hire**

- Access to the Event venue prior to the Event commencement in order to enable sufficient time to deliver and assemble the games
- Reasonably close vehicular access to the Event location (no more than 50 metres away)
- Parking for the Giant Games delivery van for the duration of the Event

#### **Unmanaged Hire**

- Access to the Event venue prior to the Event commencement in order to enable sufficient time to deliver and assemble the games
- Reasonably close vehicular access to the Event location (no more than 50 metres away)
- Security of the hired games
- The Hirer is to recompense Giant Games for any loss or damage to the games (excluding fair wear and tear)

## **9. Event Commencement**

Giant Games will exercise their best endeavours to be at the Event venue in sufficient time to enable delivery and assembly of the Games for the Hirer, however Giant Games cannot be held liable or responsible for delays in arriving at the Event venue due to events beyond their control, such as weather or traffic delays. Similarly, the Hirer will exercise their best endeavours to be at the Event venue in sufficient time to enable Giant Games access to the venue, however the Hirer cannot be held liable or responsible for delays in arriving at the Event venue due to events beyond their control, such as weather or traffic delays.

In either event, the Giant Games representative will contact the Hirer representative (and vice versa) in the circumstances where a delay may occur and make suitable arrangements.

## **10. Loss or Damage to Games (including parts)**

In the case of a Managed Hire, Giant Games will be fully responsible for any loss or damage to hired games (including parts) during the hire period.

In the case of an Unmanaged Hire, the Hirer will be responsible for any loss or damage to hired games (including parts), fair wear and tear excluded. This responsibility is during the period of time that the games are hired. Any loss or damage outside that time period (e.g. in transit to the event venue) will be the responsibility of Giant Games.