

SOFT PLAY TERMS OF USE

1. We do not permit any person to improperly use the Hire Items.
2. There is an age limit of up to 5 years on our soft play Hire Items. Please ensure that no one over this age uses the equipment.
3. Importantly, drinks, food, and chewing gum are strictly prohibited on or near the hire equipment at any time, to avoid damage and choking.
4. Face paints, coloured hair spray, glitter, confetti, string, bubbles, pens, crayons, paints, play-doh, are also strictly prohibited on our equipment at any time. If any stains are on the equipment as a result of this, an additional cleaning fee will be charged or you could be subject to an entire equipment replacement fee. Please note, face paint permanently stains our equipment and is not to be at your event while our soft play is being used.
5. All sharp objects such as shoes, badges, glasses and jewellery must be removed before entering our play zone.
6. All play equipment must remain within the play area. Please do not move any of the larger items within the area as they contain wood and could cause injury if incorrectly moved. All balls must be returned to the ball pit prior to the agreed collection time.
7. Parents/ Supervisors **MUST REMOVE THEIR SHOES** before entering the play zone. If our mats are damaged from high heels or shoes, \$60 will be taken from your security bond per mat that has been damaged.
8. If our equipment is left excessively dirty due to our guidelines not being followed, a \$50 per hour cleaning fee will apply from your security bond. If stains do not come off, additional damage fees or whole item replacement fees may be applicable.
9. Please ensure that a child's head is not completely submerged/covered under the balls in ball pit as this creates a risk of suffocation or other injury resulting from not being seen under the balls.
10. There are to be no acrobatics or gymnastics type activity performed on the soft play equipment at any time. Further, strictly no jumping, pushing, intentional colliding or any behaviour that is likely to result in injury to self or others.
11. No smoking, barbecues, lighters, toys, pets or animals to be on or near the hire equipment at any time.
12. Adults must not sit, stand or play on any of our soft play equipment.
13. It is recommended that shade is available for all outdoor setups, especially in warmer months. The external material of our equipment can get very hot, making burns possible.
14. For events where there is unexpected idle wait time, additional preparation of the play area such as moving furniture, an elevator, stairs or long distance from setup, an additional fee will apply.

JUMPING CASTLE TERMS OF USE

1. Small Castle:

- a. A maximum of FOUR (4) children are permitted on the jumping castle and ball pit at any one time, depending on maximum weight loads.
- b. Total maximum weight at any one time should not exceed 100kg.
- c. No one person weighing 80kg or more is permitted on the castle.
- d. Adults are permitted on the jumping castle(s) if supervising or assisting a child in need of care but must adhere to the maximum weight allowance.

2. Large Castle:

- a. A maximum of SIX (6) children are permitted on the jumping castle at any one time, depending on maximum weight loads.
 - b. Total maximum weight at any one time should not exceed 120kg.
 - c. No one person weighing 100kg or more is permitted on the castle.
 - d. Adults are permitted on the jumping castle(s) if supervising or assisting a child in need of care but must adhere to the maximum weight allowance.
3. All riders must remove shoes and socks before playing on the jumping castle.
 4. To avoid injuries; flips, wrestling and rough play is not allowed.
 5. A person over the age of 18 years MUST be present to supervise children on the jumping castle and soft play AT ALL TIMES. The safety of children is your responsibility at all times.
 6. No toys, face paint, jewellery, glasses, sharp or foreign objects of any kind are permitted on the castle(s).
 7. Face paints, coloured hair spray, glitter, confetti, string, bubbles, pens, crayons, paints, play-doh, are also strictly prohibited on our equipment at any time. Absolutely no pets, pens, textas, paint, dye, lollies, food, drinks, spray silly string, streamers, party poppers, glitter, water, sand, mud, dirt or other sticky substances are allowed on the jumping castle(s) at any time. If any of these items or any items are found to have been in or on the castle(s), an additional cleaning fee will apply. If any stains deemed by us to be severe are to be found on the castle, a damage or replacement fee may apply.
 8. If the castle(s) begins to deflate for any reason, immediately instruct children to carefully disembark through the main entrance.
 9. Should the blower motor stop, carefully check the on/off switch on the blower and the extension cord connections.
 10. If the motor is still running, check the air intake on the side of the motor for blockages, you must check the tubes at the back of the jumping castle(s) unit are attached tightly, straight and that the motor has

not tipped. If the above does not correct the problem, please call us immediately on 0431 957 156.

11. Should your booking be for a venue, public space, building or park, ensure you have permission to erect a jumping castle in the space you have advised us and there is adequate space and height for your selected castle(s). If we are unable to erect the castle(s), your booking will not proceed and your hire fee will be forfeited.
12. For events where there is unexpected idle wait time, additional preparation of the play area such as moving furniture, an elevator, stairs or long distance from setup, an additional fee will apply.
13. Ensure no child is behind the castle near the blower, or touching the weights or pegs.
14. You must be available onsite from the time specified by Bambino's Soft Play and Events for unit handover and safety instructions. You must be available and remain available onsite until Bambino's Soft Play and Events return for cleaning and pack up. Should the unit be switched off at the time of arrival and we are unable to reinflate the castle, our minimum cleaning charge (\$50) will apply to ensure the unit is in a hireable state for the next rental period.
15. Where it has been agreed for us to set up the castles before you arrive, you are only required to turn on the jumping castle.
16. You are not permitted to make any alterations to the jumping castle unit, nor attach anything to the equipment without prior written consent. For attachment or alteration requests, please contact us. Balloons must not be attached with wire or adhesives and must not be removed with scissors.

TERMS AND CONDITIONS

YOU (The Lessee) agree to the following terms and conditions of hire from BAMBINO'S SOFT PLAY AND EVENTS (The Lessor). The Lessee hereby acknowledges that he/she has read and understood the Terms and Conditions of Hire as outlined in this rental agreement. By proceeding with the booking, the Lessee accepts all terms of this rental agreement.

Agreement To Hire

These terms for the hire of goods and equipment are an agreement by you ("**you**", "**your**") to hire goods and equipment ("**Hire Items**") Faye Richardson t/as Bambino's Soft Play and Events (ABN 68 638 280 936) ("**we**", "**us**", "**our**"), be that agreement made by SMS, email, or any other method of communication (the "**Agreement**"). The hiring of the Hire Items is confirmed once you have executed the Agreement. However, where you fail to execute the Agreement but proceed to instruct us or pay the Booking Fee in Clause 2, you accept this Agreement. The cost of the Hire Items and related Services will be provided to you in the invoice ("**the Price**"). The Invoice will specify the Hire Items, the Price of the Hire Items and any services provided ("**Services**"), the scheduled date for delivery and installation of the Hire Items ("**Delivery Date**") and the date we will collect all Hire Items from you or the agreed location of the Hire Items ("**Collection Date**"). This Agreement and its Schedules will constitute the entire agreement between us and you and supersedes all previous arrangements or agreements with you.

1. BINDING CONTRACT

- 1.1. This Agreement is entered into and will be binding on us and you when book the Hire Items.
- 1.2. Until you have paid the full Price, we may at any time withdraw it by any means, including verbally, by email, SMS or letter to you. We may "hold" the Hire Items for you for a period of forty eight (48) hours, after which those Hire Items may be offered to another client.
- 1.3. If you do not execute the Agreement, but pay the Booking Fee in Clause 2 below, this will constitute acceptance of this Agreement.

2. TERMS OF PAYMENT

Booking Fee

2.1 The Booking Fee of 50% of your chosen Hire Items must be paid within forty-eight (48) hours after receiving the invoice. Such Booking Fee is non-refundable (except where otherwise outlined within these Terms). By paying the Booking Fee, you acknowledge and accept that the Booking Fee is not refundable and not transferable unless specified in this Agreement. A Booking is only made once a receipt of payment of the Booking Fee has been sent to us on email.

Final Payment

2.2. The remainder of the Price ("**Final of Remaining Payment**") is due seven days prior to the event when then invoice is due, by way of bank transfer. You will be required to pay a security "bond" before taking possession of the equipment. The amount of the bond is 50% of your total booking fee of Hire Items, excluding Balloon and Backdrop packages.

2.3. Intentionally left blank.

Other Charges

2.4. Without limiting any other clauses within the Agreement, extra fees may be charged, including:

- 2.4.1. A Service Fee for delivery set up and pack down outside of Canberra ACT;
- 2.4.2. A Cleaning Fee of \$50 per hour if required;

2.4.3. A Ball Fee of \$50 if a significant amount of balls are not returned to the Ball Pit; and A Mat Damage Fee of \$60 per damaged mat.

2.4.4 An Access Charge for stairs, elevators and/or long distance access from \$50 to \$150, depending on the information provided.

General Payment Terms

2.5. Where you pay through the assistance of a Third Party Payment Provider ('TPPP'), you acknowledge that you have read over those TPPP terms and conditions thoroughly. The TPPP or their bank or other financial institution may require you to pay processing fees or other fees and charges. Any such fees and charges are your sole responsibility and are not included in the invoice, or other paid services unless otherwise specified. We accept no responsibility for your use of any TPPP. You agree to keep your information including your email address and payment details up to date so that the TPPP and we can process payment and contact you as needed in connection with the provision of the Services.

2.6. If payment is not made in accordance with this Agreement, we are not obliged to deliver the Hire Items and may withhold delivery until such payment is made. You agree and acknowledge that we are not responsible in any way for any delay or change to your event as a result of any late or non-payments by you.

2.7. You acknowledge that through booking the Hire Items for the Delivery Date, you accept that we will suffer loss by declining other work for that date, from the date that you agree to this Agreement.

2.8. You will be required to pay a security "bond" before taking possession of the equipment. The amount of the bond is 50% of your total booking fee of Hire Items, excluding Balloon and Backdrop packages.

2.9. Where the Hire Items are returned in the condition it was provided to you, you will be refunded the bond upon return of the Hire Items within five business days. Where items are damaged or lost, and the bond is not sufficient to cover the loss or damage to the item, you will be liable for any costs above and beyond the bond amount in order to repair or replace the item. It is at our sole discretion as to whether to repair or replace.

3. THE HIRE ITEMS

3.1. In accordance with the terms of this Agreement, we will deliver the Hire Items on the Delivery Date to the address provided to us by you.

Delivered Items

3.2. You must:

3.2.1. You agree and acknowledge that we will not be held liable for any Hire Items that are delivered to, or left at, the wrong location;

3.2.2. Ensure that the Hire Items are kept in a safe environment and only used for the intended hire purpose.

3.2.3. Ensure that the Hire Items remain on the location it is placed, and installed by our crew unless otherwise agreed (for example, in inclement weather).

3.2.4. Ensure that when it is time for us to collect the Hire Items from the Site, they are all located in one place for ease of collection. Where this does not occur, further charges will apply.

3.3. You agree and acknowledge that if the Site is not as outlined by you, we may charge additional fees which will be immediately invoiced to you and payment will be required within three (3) business days of the date of the new invoice or may be claimed from the bond.

3.4. Any request to cancel or change the Hire Items must be submitted within forty-eight (48) hours via email and acknowledged by us. A change in the Hire Items will always be subject to availability. We reserve the right to accept or reject any such requests at our full discretion.

3.5. The Hire Items will, always, remain our property. You have no legal or equitable interest in the Hire Items or any part thereof. Your possession of the Hire Items (upon delivery) will be as a Bailee for the entire period from the time that you book the Hire Items up to the time in which the Hire Items are collected in accordance with our Collection Schedule ("**Period of Hire**").

3.6. Upon delivery, the Hire Items must be inspected by you to determine whether the Hire Items delivered are complete in accordance with this Agreement and are in good order and working condition. In the alternative, we will send you photos of the Hire Items at the location which you have requested the Hire Items to be delivered. You will on completion of the inspection of either the Hire Items at the physical location, or in the photos, satisfied yourself that the Hire Items are suitable, fit and merchantable and capable of meeting all the requirements of the Hire Items.

3.7. Any shortages or malfunctioning of the Hire Items must be notified by you to us, in writing, immediately following your discovery.

3.8. If inclement weather is predicted during the Period of Hire, it is your responsibility to make alternative arrangements as to the Hire Items' location. The alternative location must be ascertained prior to the Period of Hire. We reserve the right not to instal the Hire Items if we deem the site or weather not suitable.

3.9. During the Period of Hire, and for any period of time you are in possession of the Hire Items, you are a bailee of the Hire Items. In addition to all duties imposed at law upon bailees, it is an essential term of this Agreement that you will:

3.9.1. At all times, ensure that the Hire Items are supervised and not left unattended, whether it be prior to use, during use, or awaiting delivery;

3.9.2. Ensure there is adequate parking space for our delivery vehicle, as close as possible to the access point for delivery and collection of our the Hire Items;

3.9.3. Ensure that there is adequate space available for the setup of the Hire Items and also for the required clearance space around the setup;

3.9.4. Unless otherwise agreed, ensure that it is only our attendants that pack down the Hire Items, and where it is agreed that pack down is done by you voluntarily, we are not liable for any loss or damage suffered, including personal injury;

3.9.5. Ensure that you have checked the measurements carefully prior to confirming the use of the Hire Items as we reserve the right to remove certain items from use if there is not adequate space available (and the total Price must still be paid);

3.9.6. Ensure that you have the appropriate permission from the relevant Council or authority which allows you to place the Hire Items at your selected location (and in instances where you fail to do so, we will not be responsible for any fees, charges or fines incurred);

3.9.7. At all times exercise all reasonable care and diligence in the use of the Hire Items in accordance with Manufacturer's or Owner's specifications;

3.9.9. Where we are to collect the Hire Items at the expiration of the Period of Hire, you must make them available for collection in a clean state and in good order and working condition at the Site on the Collection Date;

3.9.10. Not, without our written consent provided prior to the Delivery Date, adhere anything to any Hire Item including but not limited to: vinyl, glue, tape, staples, stickers, balloons or decals. If prior written consent is provided, you must return the Hire Items to the condition they were in when delivered;

- 3.9.11. Be responsible for all accidental damage to the Hire Items, save and except where, in our reasonable opinion, such damage is caused by us;
- 3.9.12. Be responsible for all loss or damage to the Hire Items;
- 3.9.13. At no time during the Period of Hire part with possession of the Hire Items or in any way deal with them in a manner inconsistent with our rights as owner;
- 3.9.14. Ensure that the Hire Items are secure at all times and where being stored in unlocked premises, supply such security measures to ensure that the Hire Items are secure at all times;
- 3.9.15. Keep the Hire Items safe at all times during the Period of Hire;
- 3.9.16. Not remove or deface any label, Manufacturer's serial numbers or other marks identifying the Hire Items and/or our ownership of the Hire Items; and
- 3.10. In the event that the Hire Items or any part of them are lost, stolen or damaged during the Period of Hire in circumstances where you bear responsibility under this Agreement, you will be liable to us and will indemnify us for the cost and expenses of the replacement of such lost or stolen Hire Items and/or for the replacement of Hire Items which, in our sole determination, are damaged beyond repair and/or for the costs and expenses of repairing or re-instating damaged Hire Items.
- 3.11. In the event that you fail or refuse for any reason whatsoever to return or make available for collection the Hire Items to us at the expiration of the Period of Hire, then you will be in breach of an essential term of this Agreement and without prejudice to any other rights which we may have, either pursuant to this Agreement or at law, you will be liable to pay us on a Day-Rate basis for the hiring of the Hire Items for such further period or as otherwise notified by us.
- 3.12. For the purposes of clause 3.11 above, such further period of time will commence at the expiration of the Period of Hire and conclude at the earliest to occur of, the date when the Hire Items are returned to us in good working order and condition or the date when we receive from you the full monetary compensation for the loss or damage to the Hire Items. The loss or damage to the Hire Items will be the replacement cost of the Hire Items at that time or, where the Hire Items cannot be replaced, the cost of new substitute Hire Items that can substantially be used for the same purpose as the lost damaged or destroyed Hire Items. In addition, you fully indemnify us for any other liability, loss or cost that we might sustain as a consequence of us being unable to meet any other contractual obligation to supply those Hire Items (or any other item thereof).

4. SERVICES

- 4.1. Where we provide Services for you at the Site, each of the following are Essential Terms of this Agreement, which you must comply with. You must:
- 4.1.1. Ensure that we are able to access the Site at all times specified by us and at all other reasonable times so as to enable us to provide the Services;
- 4.1.2. Do all such things as are necessary to discharge your obligations under all applicable Occupation Health and Safety legislation, regulations and codes of practice so as to ensure that the Site and the Hire Items as installed are safe and free from defects and dangerous conditions;
- 4.2. You acknowledge that we may in providing the Services be dependent upon other contractors preparing the Site for the Hire Items or their installation. Whilst we endeavour to arrive in plenty of time to set up the Hire Items, we are not responsible for any delay incurred through unforeseen circumstances i.e. traffic problems, bad weather.
- 4.3. It is the exclusive responsibility of you to ensure that all required facilities are available and are in place, are safe and in good working order.

5. TAKING AND USING PHOTOS

5.1. You expressly grant us permission to use photos from your Event in various forms of advertising promoting our business. Where images are provided by your photographer, appropriate credit will be given but you must warrant that you have obtained permission from the copyright owner of the photo for its use.

5.2. We may use and publish photographs of all involved in the event for editorial, trade, advertising, website use, or any other purpose and in any manner and medium that they see fit to promote our services and inventory.

5.3. We may, at our cost and discretion, document aspects of your event with photography, video and or written word with our selected suppliers. We will be respectful of your privacy and anonymity by not including your name or photos of you and your guests if you do not wish for this information to be published. Should you find that we post photographs but wish for us to take them down, please inform us and we will use our best efforts to do so as soon as practicable.

5.4. All creative work and General Equipment provided by us must be credited accordingly. All publications (media, print, blog, social media) must credit us as the supplier for the concept & items hired within your quote/invoice. All subcontractors/third party suppliers must also credit accordingly when using our services or the Hire Items.

6. DEFAULT EVENTS

6.1. You will be in default if:

6.1.1. You breach any of your obligations under this Agreement and fail to remedy such breach within seven (7) days of being requested by us to do so;

6.1.2. You breach any essential term of this Agreement;

6.1.3. Where you are a corporation that is insolvent, is wound-up or goes into Liquidation or has an Administrator appointed to you or has a Receiver appointed over any of your assets;

6.1.4. Where you are a natural person, you become insolvent or make an assignment for the benefit of your creditors or commit an act of bankruptcy under the *Bankruptcy Act* 1966 (Cth) or are declared.

6.2. On the happening of a default event we may, without prejudice to any of our other rights either under this Agreement or at law and without previous notice to you, enter any Site where we believe the Hire Items to be located and re-possess them and you hereby agree not to make any claim or bring any action against us as a result of the re-possession of the Hire Items.

6.3. You agree to indemnify us and keep us indemnified against any loss or liability expense or cost which might be incurred by us in entering upon the Site and taking possession of the Hire Items or any item thereof. Such indemnity covers any liability to any third party for trespass or for damage to the Site occasioned through the entry upon the Site, the re-possession of the Hire Items or their removal from the area.

7. WARRANTIES

7.1. We warrant to you that the Hire Items will be provided using reasonable care and skill, however, subject to any condition, warranty or right implied or imposed by the Competition and Consumer Act 2010 (Cth) (CCA) or any other law which cannot by law be excluded by agreement, or any express provision in this Agreement, we give no warranties regarding any Hire Items supplied and all other implied or imposed conditions, warranties and rights are excluded. Where any condition, warranty or right is implied or imposed by law and cannot be excluded, we limit our liability for breach of that implied or imposed condition, warranty or right to the fullest extent permitted by law.

7.2. Subject to the qualifications in section 64A of Schedule 2 of the CCA or any other law, our liability for any breach of any implied or imposed condition, warranty or right in connection with the Hire Items is limited to one or more of the following (at the election of us):

7.2.1. The supply to you of substituted equivalent Hire Items; or

7.2.2. The payment of the costs of supplying to you substituted equivalent Hire Items; or

7.2.3. The repayment to you of the goods.

8. LIMITATION OF LIABILITY

8.1. Our liability is limited as follows:

8.1.1. We are not liable to you for any loss or damage which you might sustain as a consequence of you ordering the wrong Hire Items or insufficient quantities of the Hire Items or where the Hire Items are hired for a purpose which is outside of the Hire Items' function.

8.1.2. We will have no liability where the Site is not prepared for the delivery and installation of the Hire Items on the Delivery Date.

8.1.3. We have no liability to you for any damage or loss which you might sustain where the cause of that damage or loss is the negligence of you or any of your agents or guests.

8.1.4. It is your responsibility to ensure that the Site is safe and you indemnify us against any liability to any third party who suffers injury, loss or damage where such injury, loss or damage is caused wholly or partly as a consequence of any negligent act or omission or other failure on the part of you to ensure that the Site is safe.

8.1.5. Any indemnities or liabilities within these Terms will be reduced proportionately to the extent the liability was caused by our negligence.

9. CANCELLATION OR CHANGE OF DATE

9.1. You may cancel this Agreement at any time, by notifying us in writing and by doing so.

9.2. Where you wish to cancel, the following applies:

- Prior to seven (7) days notice: Booking Fee is credited to a date within twelve months from original Booking date;
- Less than seven (7) days notice: Booking Fee is non-refundable.
- Less than forty eight (48) hours notice: Full forfeiture of all hire fee minus the Security Bond (this will be returned by means of Bank Transfer)

9.3. Postponements are treated as cancellations, in accordance with Clause 9.2.9.4. You must have a wet weather plan which allows for an indoor option. Refunds will not be given in the event that wet weather impacts your event.

9.5. You agree and acknowledge that we have the right, at any time, to cancel this Agreement if we:

9.5.1. Consider that you are not meeting your contractual obligations; or

9.5.2. You, in our reasonable opinion, make unreasonable or excessive demands; and in both cases you will forfeit the monies paid.

10. FORCE MAJEURE

10.1. We will not be liable or responsible for any failure to perform, or the delay in performance of, any of our obligations under the Agreement that is caused by any act or event beyond our control. Examples include, but are not limited to, acts of God, flood, fire, warfare, government laws or regulations, electrical fire, strikes by vendors (known as '**force majeure circumstances**').

10.2. If a genuine force majeure circumstance occurs and means that the performance of our obligations under the Agreement has become impossible, we will contact you as soon as reasonably possible to notify you. The provision of the Hire Items will be suspended and the time for performance of our obligations under the Agreement will be extended for the duration of that force majeure circumstance. This clause does not apply in circumstances where an event outside of our control occurs, but the circumstances still make the booking possible (notwithstanding any inconvenience or hardship).

10.3. If you cancel the Hire Items or wish to vary the Agreement because the alleged event outside of our control causes mere inconvenience or changes the booking in a manner that does not suit you, any fees and charges that are deemed *non-refundable* remain so and we are only obliged to use our reasonable endeavours to provide an alternative date.

10.4. In genuine force majeure circumstances, we will endeavour to arrange a new time and date for the provision of the Hire Items after the event outside of our control is over. Parties must use all reasonable endeavours to mutually agree on a new date, but if the parties are unable to agree on an alternative date, we will treat the Agreement as being terminated by you at will and all monies paid to date, including the Booking Fee, will be forfeited. In force majeure circumstances, where an alternative date can be mutually agreed, we will credit, where possible, any amount paid already for that new date.

10.5. If you choose to have your Hire Items allocated again and an event beyond our control is reasonably foreseeable, then the Agreement is varied at your own risk and we will not be liable for any loss suffered as a result of the failure of your second allocation not being required. We are under no obligation to provide a further date as a result of any cancellation or postponement.

11. GST

Should any GST as levied under the GST Act and any other tax, fee, levy or duty imposed by any competent authority be payable on any of the Goods and Services supplied by Us, such tax, fee, levy or duty will be to Your account and shall be calculated using the rates and methods of assessment in force at the time of delivery.

12. SEVERABILITY AND WAIVER

11.1. If the whole or any part of a provision of this Agreement is or becomes invalid or unenforceable under the law of any jurisdiction, it is severed in that jurisdiction to the extent that it is invalid or unenforceable and whether it is in severable terms or not. This does not apply if the severance of a provision of this Agreement in accordance with that clause would materially affect or alter the nature or effect of the parties' obligations under this Agreement.

11.2. Our failure to exercise or enforce any one or more of our rights under this Agreement will not constitute a waiver of such rights unless such waiver is granted to you in writing.

13. AMENDMENTS AND VARIATIONS

We reserve the right to revise and update this Agreement by making any changes immediately without notifying you, except by providing you with the amended terms. We may revise these terms from time to time. The revised terms will take effect when we have provided them to you and your continued usage of our Hire Items after any changes to these terms will mean you accept those changes.

14. EXECUTION BY PARTIES

This Agreement must be executed by each authorised person named (unless the parties are an incorporated entity). In instances where it is signed by one authorised person, that authorised person acknowledges and warrants that they have the authorisation to execute accept the Agreement on behalf of the other authorised person. In doing so, they also warrant that the other person has read and understood this Agreement prior to providing permission to accept.