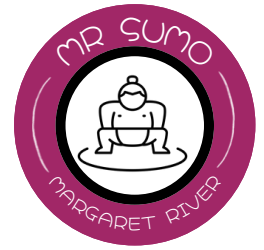


TERMS & CONDITIONS



Please read these Terms and Conditions carefully before signing as you as the hirer are agreeing to be bound by these Terms and Condition. The hirer must accept these Terms and Conditions before MR Sumo can provide the equipment for their use.

1.SITE & SETUP REQUIREMENTS

- 1.1. The operating surface must be level, flat, clean and dry, and free from sticks, stones, animal waste or sharp materials.
- 1.2. The sumo area must measure at least 5m x 5m, with 3m of clear space around it.
- 1.3. The equipment must not be set up on sand, red dirt, gravel, decking, or concrete.
- 1.4. Strictly no animals are allowed near the equipment at any time.
- 1.5. The hirer must provide safe access for delivery and collection at the agreed times and ensure the site is safe and compliant.

2. HIRER RESPONSIBILITIES

- 2.1. The hirer is responsible for the safe use, care, and supervision of the equipment for the entire hire period.
- 2.2. Adult supervision (18+) is required at all times while the suits are in use.
- 2.3. The hirer agrees:
 - To ensure all participants wear helmets and neck collars.
 - The participants are physically fit.
 - To use suits of appropriate size for participants.
 - Not to allow use under the influence of alcohol or drugs.
 - To comply with all relevant laws and local safety requirements.
- 2.4. The hirer is liable for any damage, loss, or theft of equipment during the hire period.
- 2.5. MR Sumo must be notified immediately of any accident, damage, or unsafe conditions.
- 2.6. The hirer understands that there are a number of risks, including but not limited to the risk of injury or death, from the use of the equipment and understand that they use the equipment wholly at their own risk.
- 2.7. The hirer must provide MR Sumo with the signed Risk Warning and Liability Waiver form prior to the day of hire.
- 2.8. The hirer understands that MR Sumo has no liability in relation to any of your participants who use the equipment during your hire period.
- 2.9. Equipment must be returned clean and undamaged. Cleaning or repair fees may apply otherwise.
- 2.10. Matches should last no longer than 3 minutes per bout with adequate breaks and hydration.

3. WEATHER, HAZARDS & SAFETY

- 3.1. The equipment must not be used during rain, wind, lightning, or extreme heat.
- 3.2. Keep the equipment away from pools, fire pits, BBQs, heaters, and sharp objects.
- 3.3. No use near roads, fences, trampolines, or stairs.
- 3.4. Do not drag suits on rough surfaces or allow contact with food, drinks, or mud.
- 3.5. Ensure a clear area for spectators to prevent collisions.

4. PAYMENT, CANCELLATION & RETURNS

- 4.1. Full payment is required to confirm your booking.
- 4.2. Cancellations made 4+ days before the event are refundable in full.
- 4.3. Cancellations within 4 days of the event will incur a 100% fee.
- 4.4. Late returns are charged at 100% of the daily rate per day.
- 4.5. MR Sumo may require a refundable security bond (held via credit card pre-authorisation).

5. RENTAL PERIOD & RETURNS

- 5.1. Equipment must be returned by the agreed date and time.
- 5.2. Late returns will be charged at 100% of the daily rental rate per day until returned.
- 5.3. Equipment returned more than 2 days late may be considered lost.

6. SECURITY DEPOSIT

- 6.1. A refundable security deposit may be required.
- 6.2. The deposit will be returned upon inspection and return of the equipment in good condition.
- 6.3. A Security Bond may be required to safeguard against the risk of loss or damage to the hire goods. Should a security bond be required the Hirer agrees to provide MR Sumo with a valid current credit card or debit card where requested and expressly authorises MR Sumo to place a pre-authorisation for the bond sum.
- 6.4. The Hirer further expressly authorises MR Sumo to debit the Hirer's nominated debit or credit card for any loss or damage to the equipment, extended booking fee or cleaning fee in accordance with the terms of this agreement. Cash Security Bonds may alternatively be accepted subject to MR Sumo's approval.

7. CANCELLATION POLICY

- 7.1. Cancellations made 4 days or more prior to the event: Full refund.
- 7.2. Cancellations within 4 days of the event: 100% of rental fee is due.
- 7.3. If customer cancels less than 4 days before start of a booked event, the full rental amount is due. However, MR Sumo will make every effort to reschedule for another convenient time, subject to availability.
- 7.4. If MR Sumo cannot provide the equipment due to unforeseen circumstances, MR Sumo may cancel the booking by notice in writing without penalty.

8. DAMAGE AND LOSS

- 8.1. The hirer must inspect the equipment on receipt and notify MR Sumo at the time if there is any equipment missing, damaged or unfit for use. Failure to do so will see the hirer responsible for any damaged or missing equipment.
- 8.2. The hirer accepts full responsibility for the equipment once they take possession of the equipment and is fully responsible for any damage, loss, or theft of the equipment during the hirer period.
- 8.3. In case of damage, the hirer will be charged for:
 - 8.3.1. Repair costs, or
 - 8.3.2. Full replacement cost if the item is beyond repair.
- 8.4. In case of loss or theft, the hirer will be charged the full replacement value of the equipment.
- 8.5. If the event the equipment becomes unsafe to use due to the development of an inherent fault or a fault not ascertainable at the start of the hire period, the hirer shall notify MR Sumo immediately and:
 - 8.5.1. immediately stop using the equipment; and
 - 8.5.2. take all steps necessary to prevent the equipment from sustaining any further damage or causing any injury to any person as a result of the condition of the equipment.

8.6. MR Sumo shall endeavor to repair the equipment or provide substitute equipment (if available). If repair is impractical or substitute equipment is not available, the hirer will be credited with a proportional amount for the faulty equipment.

9. DELIVERY AND COLLECTION

We offer free delivery and collection of our sumo suits to the following nearby locations: Margaret River, WA; Prevelly, WA; Gnarabup, WA; Witchcliffe, WA; Cowaramup, WA

For deliveries outside these areas, an additional delivery fee may apply to cover fuel and transport costs. Fees are calculated based on distance from Margaret River as follows:

Delivery Fee Schedule

0–15 km: Free

16–30 km: \$45/pick up and \$45/collection

31–50 km: \$80/pick up and \$80/collection

Over 50 km: Price on request

We strive to keep delivery costs fair and transparent. Please contact us for a quote if you're located outside our free delivery zone.

The hirer is responsible for having someone available to take delivery of the equipment at the nominated date and time. If the hirer fails to be there at that time, a delivery fee or an additional delivery fee may be charged to redeliver the equipment at another time.

10. FEES

Cleaning fee – \$70

Damage fee – To be quoted

Full replacement fee – \$1200

11. TERMINATION AND DEFAULT

If the hirer breaches any term of these Terms and Conditions, MR Sumo may, without prejudice, to any other remedy available to it:

- require the immediate payment of all money owing to MR Sumo by the hirer;
- the return of all equipment belonging to MR Sumo in the hirer's possession; and
- charge the hirer for the cost of replacing or repairing any damaged equipment.

12. RELEASE AND INDEMNITY

The hirer hereby agrees to release MR Sumo from and to indemnify and hold harmless MR Sumo in respect of any claim, action, demand, liability, loss, costs and expenses for damage or injury to person or property arising directly or indirectly from the use of the equipment, regardless of the basis.

GENERAL

1. The equipment remains the property of MR Sumo at all times.

2. No warranty is provided by MR Sumo for the equipment.

3. The law of Western Australia and where applicable the law of the Commonwealth of Australia governs these Terms and Conditions.

4. These Terms and Conditions can only be amended by MR Sumo.

5. The hirer is responsible for taking out at its own expense any appropriate insurance.