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# TERMS & CONDITIONS OF HIRE & USER GUIDE WITH SAFETY INSTRUCTIONS FOR SOFT PLAY AND BALL POND

# A responsible Adult (18 years old and over) must supervise the Equipment at all times!

It is the responsibility of the person who is hiring this Inflatable/equipment to ensure that all possible steps are taken to avoid any injury or damage to the Inflatable at all times.

Big on Bouncing Limited cannot accept any responsibility or liability for any accidents, injury or Loss sustained to any person's through the use of our equipment. Big on Bouncing Limited must also warn the hirer that if any accident occurs from the hirers neglect to the supervision then the hirer will be responsible and not Big on Bouncing Limited. It is strongly recommended that the hirer has adequate public liability insurance covering his or her liability arising from the use of the equipment.

Please read carefully and sign in the bottom box to signify that you acknowledge and accept these Terms & Conditions and our User Guide as supplied by Big on Bouncing Limited. The company accepts no responsibility for damage, theft or injury whilst our equipment is on hire to you. Please ensure the delivery driver has free and easy access to erect the Soft Play/Ball Pond onto a clean flat area. Please be advised that if we arrive and there is insufficient space, a gazebo or similar is not in position or the area is unsuitable (eg: sloping or is unclean) full payment still has to be made. Big on Bouncing Limited reserve the right to cancel any booking at any time, ie: in the event of bad weather (if more than light shower we may cancel for safety reasons).

- 1. Any damage to any equipment will have to be paid for by the hirer named in our agreement.
- 2. The payment will be the full amount of the cost of the hire of the equipment, either by direct or credit card no later than 4 days prior to the event or cash payable on the date of hire directly to the delivery person when our equipment is delivered. Any deposit requested will be returned at the time of collection providing all the equipment on hire is in a satisfactory condition ie: no damage to the equipment.
- 3. You ("the hirer") are fully responsible for injury, theft or damage occurred whilst the equipment is on hire and you are strongly advised to take out Public Liability Insurance covering the use of the equipment whilst it is on hire to you. Any theft of equipment the hirer will be charged in full for replacement equipment.
- 4. We will not be held responsible for any damage caused to any utility services (water mains, ceiling tiles, gas mains, drains or any other underground service, etc.).
- 5. Please ensure there is adequate access to the area of where the equipment is to be sited. If access is to be gained via your house, garage, etc. we cannot be held responsible for any damage caused and please advise us of this at the time of booking.
- 6. The Hirer is responsible for safe keeping of the equipment and you will be charged for any damage caused to it or for any items missing from it on its return.
- 7. You must ensure there is adequate <u>adult supervision at all times</u> when the equipment is in use. The equipment should not be left unattended. Children should not place Soft Play or Balls into their mouths at any time.
- 8. Shoes must be removed before use of the equipment.
- 9. No Smoking, Bonfires, fireworks or Barbeques near the equipment.
- 10. Drink, food, chewing gum, pets, sharp objects, large items of jewellery, belts, mobile phones, party poppers, silly string are **NOT** allowed on the equipment this will avoid choking and mess equipment returned in a dirty condition will be subject to a cleaning charge of £100.00.
- 11. No persons who have been face-painted can use the equipment due to the make-up staining equipment. Equipment returned in a dirty condition will be subject to a cleaning charge of £100.00.
- 12. Our Soft Play and Ball Pond are only suitable for outside use underneath a Gazebo or similar provided in position when we arrive. In the event of rain please cover the equipment. It is strongly recommended the equipment if has become wet is dried using a soft cloth i.e. towel, before commencing use again.

- 13. Ensure that no-one with a history of neck or back problems is **not** allowed to use the equipment or any person that is feeling unwell or who has had an operation within the last 12 months.
- 14. All equipment is checked on delivery and collection and your signing below indicates acceptance of the equipment as being in good, clean condition.
- 15. Only our delivery personnel are authorized to collect the hired equipment and under no circumstances should any of the equipment be handed over to anyone other than our delivery personnel.
- 16. The Soft Play/Ball Pond must be sited on a level area and at least 2 metres away from other obstacles.
- 17. Under no circumstances must this equipment be modified, repaired, moved or tampered with in any way. No additional equipment must be added to the Soft Play without the written permission of Big on Bouncing Limited.
- 18. Adults **must not** use the equipment; they are only allowed to supervise their children. We would recommend the soft play is for children's use up to the age of 5 with a maximum of 8 Children at a time.
- 19. Hirers are responsible for arranging adequate First Aid cover the duration of the hire.
- 20. The hirer shall not use the equipment for any purpose other than described in our Terms and Conditions. The hirer shall not sub-hire or use the equipment or allow the equipment to be used for any unlawful purpose or in any unlawful way.
- 21. Overnight hires are an additional cost of £50.00 and subject to availability and conditions. All overnight hires will be collected from 7.30am the following day. We will always require a £100.00 deposit for all overnight hires and two forms of identification, which is fully refundable on collection of the equipment and if the equipment is not damaged and it is as clean as it would have been delivered in. We can only offer overnight hires on our Inflatables to secure gardens, unfortunately we are unable to offer overnight hires in venues. The equipment whilst on hire is the full responsibility and Liability of the hirer. We reserve the right on delivery of the equipment to refuse to leave the equipment on overnight hire if the area is not secure and safe. If this decision has to be taken there will be no refund given for the hire.

#### **Cancellation Policy**

With effect from 1<sup>st</sup> December 2023 once a booking has been made with Big on Bouncing Limited either via telephone, email, via our website, via any of our social media accounts, text message or What's App the following Cancellation Policy will apply to all bookings, as you the hirer have entered into a Contract with Big on Bouncing Limited.

We offer a free of charge cancellation option in the event of heavy rain or high winds if the booking is outside only. Our Free weather cancellation does not cover hot weather. To take advantage of this option the hirer must telephone and email us no later Midday the day before the hire date. At this stage you will be able to rebook your Inflatable for a new date within 6 months of your original hire date, if you decide not to rebook the below cancellation policy will come into effect. If the booking is cancelled for any reason after the time of booking or after Midday the day before the hire date due to weather, the following Cancellation Policy will also be applied:

- Within 8 weeks prior to the event 25% of the order value
- Within 6 weeks prior to the event 50% of the order value
- Within 4 weeks prior to the event 75% of the order value
- Within 2 weeks prior to the event 100% of the order value

In the event of multiple items being booked for the same event and the hirer requests to cancel one or more of these items the cancelled items will be invoiced as per our Cancellation Policy above.

All cancellation Invoices will be sent to the hirer and payment will be required to Big on Bouncing Limited within 7 days of the date of the Invoice.

23) Once the equipment has been installed by Big on Bouncing staff, it must not under any circumstances be moved or adjusted at all.

Hirers are responsible for arranging adequate First Aid cover the event.

### **USER GUIDE TO BE FOLLOWED AT ALL TIMES**

| Equipment | Approx Size<br>12ft x 12ft | Up to<br>1.0m | 1.0m to<br>1.2m | 1.2 to<br>1.3m | 1.3m – 1.5m | 1.5m+ |
|-----------|----------------------------|---------------|-----------------|----------------|-------------|-------|
| Soft Play |                            | 8             | 0               | 0              | 0           | 0     |
| Ball Pond |                            | 3             | 0               | 0              | 0           | 0     |

## ADULT SUPERVISION IS NECESSARY AT ALL TIMES.

BIG ON BOUNCING LIMITED CAN NOT ACCEPT ANY RESPONSIBILITY FOR INJURY OR LOSS SUSTAINED TO ANY PERSONS THROUGH THE USE OF OUR EQUIPMENT. IF YOU ARE UNSURE OF ANYTHING THEN PLEASE CONTACT US IMMEDIATELY ON THE NUMBERS ABOVE.

#### **DISCLAIMER**

Please note that all persons using this Equipment do so at their own risk.

The person/s or organisation hiring this Inflatable equipment will be responsible/liable for any damage or injury occurring from or as a result of misuse or reckless use. The hirer is fully responsible for any equipment that is stolen whilst on hire to them and will be invoiced in full for any replacement equipment that is required.

These guidelines are for the safety of all people using this equipment, and it is sole responsibility of the hirer to ensure they are fully adhered to at all times.

Big on Bouncing Limited cannot accept any responsibility for any injury caused to anyone using this equipment.

Big on Bouncing's staff always carry an accident book. Any accident, however minor, must be entered in the book and signed by both the hirer and Big on Bouncing. If an accident does occur please request the accident book during the collection of the castle and notify Big on Bouncing as soon as possible so a written account of the accident can be recorded.

Please ensure on delivery or at time of booking to our staff if there are any underground pipes or cables in your garden or school field we need to avoid, as we are unable to be held responsible for any damage caused if we are not advised of this in advance of your booking or on delivery of the equipment.

I have read the above agreement and fully understand and accept the conditions as above. I am aware that whilst in my care I am fully responsible for the equipment and will pay for any loss or damage that may occur, this will include the equipment being returned in a an unacceptable condition, i.e.: If it is in a dirty or muddy condition, I will be expected to pay an additional cleaning charge.

| EQUIPMENT HIRED BY: Please print Name in full: |
|--|
| SIGNED BY:                                     |
| DATE:  |
| ADDRESS:                                       |

#### THE ABOVE IS TO BE COMPLETED ON DELIVERY OF OUR EQUIPMENT ON THE DAY OF HIRE.

By signing I agree that I am entering into a contract confirming that I am fully aware that I am responsible for any loss, theft, damage or injury and that I abide by the above conditions and understand what this contract specifies. This includes the equipment being returned in an unacceptable condition ie: if it is dirty or muddy condition I agree to pay an additional cleaning charge (Cleaning charge £100.00 per hour or part thereafter)