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TERMS & CONDITIONS OF HIRE WITH SAFETY INSTRUCTIONS & USER GUIDE FOR GLADIATOR DUEL

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.

<u>Please ensure that the following Safety Instructions and User Guide supplied by Big on Bouncing are always followed:</u>

If the Hirer is in any doubt as to the meaning of the following, a representative from Big on Bouncing should immediately be consulted on the contact details above.

THE HIRER will, during the period of the hiring, be responsible for the supervision of the equipment, its care, and safety from damage however slight of any sort, and the behaviour of all persons of all ages using the equipment whatever their capacity, including proper supervision of children to ensure young children use the equipment separately to older children or adults. **Adults and Children must not use the equipment at the same time.** A responsible adult must supervise the inflatable and equipment at all times. No person under the influence of alcohol and or/drugs and/or medicines should use, supervise or operate the inflatable or equipment.

USER GUIDE - MAXIMUM CAPACITY allowed to use this equipment at any time is 2, failure to observe this limit at any time during the hire period will render the hirer liable for associated repair costs, please see the user guide. **This must be either 2 children or 2 adults of a similar build**. The Gladiator Duel has a safety wall surrounding it. Please ensure that no-one sits or leans on the safety wall at any time. If anybody refuses to wear the required safety equipment then they will not be able to take part. No person without wearing a safety helmet must be allowed onto the equipment. The game must not be started until both partipants have their helmets on and are in position on the podium. No somersaults, back or front flips. No rough play, wrestling or kicks, climbing, hanging or sitting on the safety walls is dangerous and must not be allowed.

THE HIRER shall not use the equipment for any purpose other than that described in the hiring agreement, and shall not sub-hire or use the equipment or allow the equipment to be used for any unlawful purpose or in any unlawful way. The Hirer should not allow anyone onto the equipment wearing footwear, spectacles, carrying sharp objects, key-rings, mobile phones, metal studded clothing or any other similar items which could case damage to others or the equipment. If the equipment is returned in a dirty condition the hirer will be charged a cleaning fee of £100.00 per hour. No hosepipes and Washing up liquid are to be used on the Inflatable, this is a serious breach of our Terms & Conditions and can cause a serious injury to those using the equipment. A charge of £100.00 will be invoiced to the hirer if this is found to have happened whilst the equipment is on hire to them.

No smoking, bonfires or barbeques near the Inflatable.

Climbing, hanging or sitting on walls is dangerous and must not be allowed. No somersaults or front/back flips are allowed at any time on the Inflatable. This can cause a serious injury.

Children and Adults are not to push, collide, fight or behave in a manner likely to injure or cause distress to others. Please ensure that all participants are not attempting somersaults and are clothed appropriately and that they have nothing can fall out of their pockets.

No pets, toys or sharp instruments to be near or on the Inflatable.

If the Inflatable is not being used for any part of the day, please switch off the blower at the mains; please ensure everyone is off the inflatable before the hirer does this.

Do not allow anyone to bounce off the front safety step as you could easily bounce off the inflatable and get hurt. The step is there is assist users in getting on or off!

Ensure that no one with a history of back or neck problems, high blood pressure, joint or bone weakness is allowed on the Inflatable as indeed any Person who is feeling unwell or who has had an operation in the last 12 months. No one is allowed to use this inflatable if they are under the influence of alcohol or drugs.

Ensure that an area of 6 feet (2 metres) around the unit is completely clear.

The Inflatable should not be used if it becomes wet.

Do not allow anyone to be on the Inflatable during inflation or deflation as this is **DANGEROUS**

Remember, the Gladiator Duel is hired for fun, do not be overly aggressive or enthusiastic, hitting somebody excessively hard, hitting the head or face as this will not improve your experience using the Gladiator Duel but may hurt somebody seriously. The aim of the game is to force your opponent off the podium using the stick. Jabs to the face are strictly forbidden due to risk of injury.

In the event of heavy rain or high winds exceeding 38km/h (23.6 mph), Force 5 Beaufort Scale, the unit should be switched off at the mains and deflated immediately and then re-inflated once the winds or heavy rain subside. Beaufort scale description = Fresh Breeze – Small trees in leaf begin to sway). Rain water, including bubbling, can be dried off with a towel and the unit can be used again if it stops raining or the wind level falls below that described above.

In the event that the blower stops working, please ensure all users get off the equipment immediately. The blower may have a safety reset button, try pressing this, and make sure the blower tube or deflation tube has not come undone or something has not blown onto and is obstructing the blower. In the event that it overheats or loses power, switch the blower off at the mains and then switch it back on again 1 or 2 minutes later, and it should restart. If it does not, inform us immediately. No children should at any time be allowed to be near the electrics or blower of this equipment, it is the hirer's responsibility to ensure this happens at all times.

During your hire please ensure the hirer regularly checks all pegs are safely in place.

If the equipment is hired late or overnight the equipment should not be used in the dark unless there is sufficient lighting to light up the equipment.

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

No face paints, party poppers, coloured streamers or silly string are to be used on or near the equipment, these materials permanently stain the material and the hirer will be liable to compensate Big on Bouncing in the event of damage. Climbing, hanging or sitting on the safety walls is dangerous and is not permitted. Under no circumstances should the inflatable be moved or re-positioned by anyone other than a representative of Big on Bouncing.

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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.

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.

THE HIRER shall be deemed to have inspected the equipment (and accessories) and to have agrees that it is supplied in good condition unless he/she brings to the attention of Big on Bouncing when it is set up and checked by the hirer when coming into possession of the equipment any faults noted buy the Hirer.

THE HIRE PERIOD unless otherwise agreed is from delivery until 6.00pm or after at the discretion of Big on Bouncing any obstructions by the hirer or their guests using the equipment causing unnecessary delay will be charged at £50.00 per hour or part of.

PUBLIC LIABILITY INSURANCE is excluded in its entirety following any claim or injury to any third party or employee whether directly or indirectly related to the use of drugs and/or alcohol. Big on Bouncing excludes any liability for injury loss or damage caused to any person using the equipment contrary to the terms and conditions of this contract.

IMPORTANT NOTICE provided that the equipment is used in accordance with the above guidelines and conditions of hire, those using the inflatable should do so safely. However, accidents can happen. Big on Bouncing can accept no liability for injuries sustained or any other loss, however caused, in the absence of the negligence of Big on Bouncing or its employees. As the equipment will be in the hirers possession and control whilst in use rather than Big on Bouncing, any liability for injuries or other losses caused other than in the circumstances described above rests with the hirer. Accordingly, it is strongly recommended that the hirer has adequate public liability insurance covering his or her liability arising from the use of the inflatable.

OVERNIGHT HIRES are an additional cost of £50.00 and subject to availability and conditions. All overnight hires will be collected from 8.00am 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 would also request that the Inflatable is deflated and covered over when you have finished with the castle. We reserve the right on delivery of the Inflatable 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 1st 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.

ACCIDENT BOOK The delivery/collection staff always carries an accident book. Any accident, however minor, must be entered into the accident book and signed by both the hirer and Big on Bouncing. If an accident does happen please request the accident book during collection of the castle and notify Big on Bouncing as soon as possible so a written account of the accident can be recorded.

Please can each box be completed as and when you are setting up Equipment and this must be signed by the hirer before leaving the booking.

Equipment is completed pegged safely into the ground OR sand bags are safely placed on	
anchor points	
The extension lead is unravelled (as required) and tucked away safety out of danger to	
everyone. RCD in place (If applicable)	
Two forms of ID seen and noted.	
Blower straps tight and unit inflated	
Terms & Conditions & User Guide together with safety instructions are explained clearly by	
the driver to the hirer	
Both the inflatable and safety mats have been cleaned and dried (if applicable) with anti-	
bacterial solution and towels provided, and left clean for use	

Hirer: I declare that I have read and understood these terms and conditions of hire. I declare that I have also read and understood the Terms and Conditions with Safety/Operating instructions together with a copy of the User Guide of Inflatable Equipment and received a copy to retain together with any relevant operating and safety instructions supplied with the equipment, and I sign the contract fully aware of the implications and responsibilities placed upon me by doing so. The hirer also agrees to Hire the equipment listed above which is subject to the terms and conditions as above. All equipment will be returned in the same condition as at the start of hire:

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DATE OF HIRE:

HIRERS NAME - PLEASE PRINT:

ADDRESS:

Equipment Supplied: Please tick accordingly on installation of the Equipment.

GLADIATOR DUEL ELECTRIC BLOWER

ANCHOR STAKES (IF APPLICABLE) SAFETY BREAKER (IF APPLICABLE)

PUGEL STICKS X 2 HELMETS X 2

SAFETYMATS

EXTENSION CABLE SANDBAGS (IF APPLICABLE)