



# Terms and Conditions

## Terms & Conditions Hire Equipment

### Beckys Bouncers from Kool Events

Tel: 01480 390752

## TERMS & CONDITIONS

### TERMS & CONDITIONS APPLICABLE TO ALL HIRE EQUIPMENT

If the Hirer is in any doubt as to the meaning of the following, a representative from 'Beckys Bouncers' should be consulted.

**HIRE CONTRACT** All bookings made via the Beckys Bouncers website, affiliated companies or directly with a Beckys Bouncers representative are governed by these Terms and Conditions of Hire. It is the responsibility as the Hirer to read and understand these Terms and Conditions of Hire at the time of booking.

**PRICES AND PAYMENT** All prices are in UK Pounds and are inclusive of VAT where applicable, at the current rate. Some locations are subject to a delivery fee, details of which can be found on the Beckys Bouncers website or by contacting Beckys Bouncers directly.

Payments made by credit or debit card are subject to a 3% (three percent) administration charge. Cheque payments must be cleared at least 5 working days prior to the date of hire. Cheque payments on delivery on not acceptable unless agreed in advance with a Beckys Bouncers representative. Promotions are only available until the stated end date.

**AVAILABILITY** In the event of unavailability for whatever reason, a Beckys Bouncers representative will replace the unavailable item with the closest possible alternative and will make every effort to contact the Hirer to inform them at the earliest possible date.

**DELIVERY** Beckys Bouncers delivery vehicles are to be allowed drive on access to the exact location to where the equipment is to be installed, or if to a building, as close as reasonably possible to the installation location. Beckys Bouncers reserve the right to refuse delivery for any of the following reasons as deemed by Beckys Bouncers delivery personnel;

- If the venue or site is deemed to be unsuitable or due to insufficient space to install the equipment
- If it is found that the exact installation location is an unreasonable or an excessive loading distance from the delivery vehicle to the installation site
- If Beckys Bouncers delivery personnel are unable to access the installation location due to obstructions
- If the Hirer is unable to accept delivery upon the arrival of the Beckys Bouncers delivery personnel, Beckys Bouncers reserves the right to refuse a later delivery time and by association later collection time

Failure to comply will render the Hirer liable for 100% (one hundred percent) of the hire cost.

**THE HIRER** will, during the period of hiring, be responsible for the supervision of the equipment, its care and safety from damage however slight this may be, and the behaviour of all persons of all ages using the equipment whatever their capacity, including any supervision of children to ensure children under school age use the equipment separately to older children.

**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, nor allow anyone onto the equipment wearing shoes, spectacles, carrying sharp objects, key-rings, metal studded clothing or any other similar items which could cause damage to others or the equipment.

If the equipment is unnecessarily soiled on collection, the Hirer will be liable to pay a cleaning fee of £60 which is to be paid immediately, unless otherwise agreed. Descriptions of unnecessarily soiled includes but is not limited to:

- Users consuming food or drink on the equipment
- Party poppers, coloured streamers or silly string thrown or sprayed onto the equipment
- Users wearing facepaint on the equipment
- Wetting equipment by way of garden host, buckets of water etc...
- Deflating the inflatable during rain
- Leaving Sumo Suits outside during rain

**THE HIRER** shall be deemed to have inspected the equipment (accessories supplied) and to have agreed that it is supplied in good condition unless he/she brings to the attention of Beckys Bouncers at the time of set up and checked by the Hirer when coming in to possession of the equipment any faults noted by the Hirer.

**THE HIRER** is responsible for ensuring the equipment hired is suitable for the venue/location it is to be installed. This includes appropriate surface, floor space, ceiling height/clearance and power supply (if appropriate). Failure to comply will render the Hirer liable for 100% (one hundred percent) of the hire cost.

**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. Beckys Bouncers excludes any liability for injury loss or damage caused to any person using the equipment contrary to the terms and conditions of this contract.

**THE HIRE PERIOD** unless otherwise agreed, is from delivery which will be between 8 am and 12 noon and collection between 5pm and dusk or later at the discretion of Beckys Bouncers. If the Hirer has booked a hall and therefore requires specific a hire period, the hirer must advise Beckys Bouncers accordingly. Any obstruction by the Hirer or their guests causing unnecessary delay will be charged at £20 per hour.

**DAMAGE TO EQUIPMENT** If any of the hired equipment is damaged or lost during the period of hire any security deposit paid will be utilised in discharge of or in part payment for repairs/replacements or lost hire contract's. The Hirer shall indemnify Beckys Bouncers for the full cost of repair of any damage done to any equipment howsoever arising, which may occur during the period of the hiring as a result of the hiring. If the Hirer has made payment by credit or debit card, Beckys Bouncers reserves the right to make a charge to the credit or debit card used either for the deposit or payment for the hire of the equipment, or to send an invoice for the amount to the registered hire address on the contract. Should payment not be received as per the invoice sent, Beckys Bouncers reserves the right to take legal action and all costs will be passed on to the Hirer.

#### **ADDITIONAL TERMS AND CONDITIONS SPECIFIC TO CORPORATE AND COMMUNITY EVENTS**

- The Hirer is responsible for ensuring that suitable security and crowd control measures are in place prior to start of event
- Beckys Bouncers reserves the right to cease operation and remove hired equipment from site if at any time a representative of Beckys Bouncers feels that the Hirer and/or their guests conduct endangers the safety of the guests, Hirer themselves, Beckys Bouncers staff or the safety of the hired equipment. At no time will any level of abuse against Beckys Bouncers staff be tolerated. In all such cases no refund will be given and full contracted fees will be due to Beckys Bouncers
- If the Hirer wishes to charge their guests to use the equipment, they must provide a representative to manage any transaction. At no time will Beckys Bouncers personnel, apart from dealing with the contract balance of the hire of equipment, handle any other monies unless agreed in writing prior to the event. If the hirer requires Beckys Bouncers personnel to charge guests to use any of the equipment, an additional supervision fee of £20.00 per person per hour or part hour will be applied to the overall contact balance
- Free parking is to be supplied for Beckys Bouncers vehicles and Beckys Bouncers staff

- Beckys Bouncers accept no liability for any damage or loss of personal property and or any injury arising from the use of the hired equipment

### **Bouncy Castles (Child & Adult users)**

**MAXIMUM AGE** restrictions as determined by each individual Bouncy Castle can be found on the Beckys Bouncers website or by contacting Beckys Bouncers directly. Failure to observe the age restrictions at any time during the hire period will render the Hirer liable for associated repair costs where necessary.

**NUMBER OF USERS** restrictions as determined by each individual Bouncy Castle can be found on the Beckys Bouncers website or by contacting Beckys Bouncers directly. The Hirer is responsible for ensuring that the Bouncy Castle is not overcrowded and limiting numbers of users in accordance to age and size of users as determined to the restrictions specific to each individual Bouncy Castle.

### **Instructions for Child & Adult Bouncy Castles**

- Packed, a Bouncy Castle is approximately 3 feet across and between 70kgs and 120kgs in weight. Therefore Beckys Bouncers are unable to install a Bouncy Castle on any first floor or higher venues unless there is lift access
- The Bouncy Castle will need to be erected on a flat, level, clear and clean surface. The Hirer must ensure the installation area is clear of anything likely to damage or puncture the Bouncy Castle
- The Bouncy Castle is inflated using an electric powered fan. The Hirer is required to ensure that the venue/location has mains electric power supply within 50 metres of where the Bouncy Castle is to be erected. The Bouncy Castle requires the fan to be connected and kept running in order to stay inflated. Therefore do not disconnected from the power supply at any time
- Upon delivery Beckys Bouncers personnel will install the Bouncy Castle. Except in the event of extreme weather, for safety reasons the Hirer must not inflate or deflate the Bouncy Castle. Furthermore, once inflated the Hirer should do not attempt to move the Bouncy Castle as this may result in damage. If the inflatable fails for whatever reason, evacuate immediately to prevent injury
- The Hirer should never switch the blower on and off whilst the Bouncy Castle is in use
- Beckys Bouncers personnel will notify the Hirer when users can begin to use the Bouncy Castle
- A responsible adult must supervise users on the Bouncy Castle at all times
- No food, drink, sweets or chewing gum to be allowed on or near the Bouncy Castle to avoid choking to the users and unnecessary soiling. Any spillages must be cleaned and dried as soon as they occur. In the event that Beckys Bouncers are required to have the Bouncy Castle professionally cleaned before the next hire, the Hirer is subject to reimburse the incurred cleaning charge to be paid immediately, unless otherwise agreed
- No glass, drinking glasses or bottles to be used on or near the Bouncy Castle
- STRICTLY no alcohol or drug use on or near the Bouncy Castle. Beckys Bouncers will not be held liable for any damage, accidents or injury that occurs due to the consumption and effects of alcohol and/or drug use
- Shoes MUST be removed before using the Bouncy Castle. Parents/guardians who enter the safety mat area or walk over the padded floor tiles whilst supervising must remove their shoes, particularly heels. If damage does occur the Hirer will incur a repair or replacement charge to be paid immediately, unless otherwise agreed
- For hygiene reasons, socks should be worn at all times whilst using the Bouncy Castle
- The Hirer must ensure that all sharp objects, including but not limited to, badges, spectacles, earrings, jewellery etc... are removed prior to accessing Bouncy Castle to ensure it remains undamaged from but not limited to, scratches, tears, dirt (of any kind), detached from its connecting item (if applicable) and in the same working condition as delivered. If damage does occur the Hirer will incur a repair or replacement charge to be paid immediately, unless otherwise agreed
- No face paints, party poppers, confetti, coloured streamers or silly string to be used either on or near the Bouncy Castle as staining may occur for which the Hirer will be liable. If damage does occur the Hirer will incur a repair or replacement charge to be paid immediately, unless otherwise agreed.
- No acrobatics or gymnastics to be performed on the Bouncy Castle
- Users must NOT push, collide, fight or behave in a manner likely to injure or cause distress to others
- The Hirer must ensure that no overcrowding occurs on the Bouncy Castle and is required to limit numbers according to the age and size of users
- Climbing, hanging, or sitting on the walls is dangerous and must not be allowed
- The Hirer is responsible for ensuring that no-one with a history of back or neck problems uses the Bouncy Castle

- No furniture to be placed on the safety mats as this may cause damage
- No smoking or barbecues near the Bouncy Castle
- No pets or animals to be allowed on or near the Bouncy Castle as this can not only damage the equipment but is likely to cause distress to the animal
- The Hirer is responsible for the safe keeping of the Bouncy Castle and accessories which accompany the equipment, i.e. blowers, extension leads, mats etc... If on collection any loss or damage has been caused to the Bouncy Castle or associated equipment, the Hirer will incur a repair or replacement charge to be paid immediately, unless otherwise agreed
- If the Bouncy Castle is hired overnight, it and accessories which accompany the equipment, i.e. blowers, extension leads, mats etc... can only be installed in a lockable and secure area to avoid theft. If on collection any loss or damage has been caused to the Bouncy Castle or associated equipment, the Hirer will incur a repair or replacement charge to be paid immediately, unless otherwise agreed
- In the event of rain, the Bouncy Castle must remain inflated to prevent water damage occurring. All equipment must be towel dried thoroughly before use re-commences
- In the event of adverse weather conditions such as strong winds it is the Hirers responsibility to ensure users immediately cease using the Bouncy Castle and switch off the fan
- It is recommend that the Hirer occasionally checks that the Bouncy Castle remains securely pegged down, that the blower tube is securely attached to the blower and there are no obstructions to the blower inlet
- Only Beckys Bouncers personnel are authorised to collect the Bouncy Castle and accessories which accompany the equipment, i.e. blowers, extension leads, mats etc... Under no circumstances should any of the equipment be handed over to anyone other than a Beckys Bouncers representative

### **Instructions specific to Child Bouncy Castles**

All Bouncy Castle equipment has an age and weight limit for use. As such, a Bouncy Castle designed for children can not tolerate an adult's weight and size. If an adult uses a child's Bouncy Castle, the integrity of that piece of equipment will be compromised, thus making the possibility of the inflatable being unsafe for the next Hirer. Beckys Bouncers recognises that an adult may from time to time need to access the Bouncy Castle to assist younger children, but Beckys Bouncers asks that this it to a minimum

Therefore if it is found that adults have used the inflatable without good reason, the Hirer is liable for an initial charge of £60 to have the Bouncy Castle retested, plus the full cost of any repairs required due to the misuse and any loss of business whilst the inflatable is out of usage. The charge is to be paid immediately, unless otherwise agreed

### **Inflatable Slides & Obstacle Courses**

**MAXIMUM AGE** restrictions as determined by each individual Inflatable Slide and Obstacle Course can be found on the Beckys Bouncers website or by contacting Beckys Bouncers directly. Failure to observe the age restrictions at any time during the hire period will render the Hirer liable for associated repair costs where necessary.

**NUMBER OF USERS** restrictions as determined by each individual Inflatable Slide and Obstacle Course can be found on the Beckys Bouncers website or by contacting Beckys Bouncers directly. The Hirer is responsible for ensuring that the Inflatable Slide and Obstacle Course is not overcrowded and limiting numbers of users in accordance to age and size of users as determined to the restrictions specific to each individual Inflatable Slide and Obstacle Course.

### **Instructions for Child & Adult Inflatable Slides and Obstacle Courses**

- Packed, an Inflatable Slide and Obstacle Course is approximately 4 feet across and between 120kgs and 230kgs in weight. Therefore Kool Bouncers are unable to install on any first floor or higher venues unless there is lift access
- The Inflatable Slide or Obstacle Course will need to be erected on a flat, level, clear and clean surface. The Hirer must ensure the installation area is clear of anything likely to damage or puncture the Inflatable Slide or Obstacle Course
- The Inflatable Slide and Obstacle Course is inflated using an electric powered fan. The Hirer is required to ensure that the venue/location has mains electric power supply within 50 metres of where the Inflatable Slide or Obstacle Course is to be erected. The Inflatable Slide and Obstacle Course require the fans to be connected and kept running in order to stay inflated. Therefore do not disconnected from the power supply at any time
- Upon delivery Kool Bouncers personnel will install the Inflatable Slide or Obstacle Course. Except in the event of extreme weather, the Hirer must not inflate or deflate the Inflatable Slide or Obstacle Course. Furthermore, once inflated the Hirer should do not attempt to move the Inflatable Slide or Obstacle Course

as this may result in damage. If the inflatable fails for whatever reason, evacuate immediately to prevent injury

- The Hirer should never switch the blower on and off whilst the Inflatable Slide or Obstacle Course is in use
- Kool Bouncers personnel will notify the Hirer when users can begin to use the Inflatable Slide or Obstacle Course
- A responsible adult must supervise users on the Inflatable Slide or Obstacle Course at all times
- No food, drink, sweets or chewing gum to be allowed on or near the Inflatable Slide or Obstacle Course to avoid choking to the users and unnecessary soiling. Any spillages must be cleaned and dried as soon as they occur. In the event that Kool Bouncers are required to have the Inflatable Slide or Obstacle Course professionally cleaned before the next hire, the Hirer is subject to reimburse the incurred cleaning charge to be paid immediately, unless otherwise agreed
- No glass, drinking glasses or bottles to be used on or near the Inflatable Slide or Obstacle Course
- STRICTLY no alcohol or drug use on or near the Inflatable Slide or Obstacle Course. Kool Bouncers will not be held liable for any damage, accidents or injury that occurs due to the consumption and effects of alcohol and/or drug use
- Shoes MUST be removed before using the Inflatable Slide or Obstacle Course. Parents/guardians who enter the safety mat area or walk over the padded floor tiles whilst supervising must remove their shoes, particularly heels. If damage does occur the Hirer will incur a repair or replacement charge to be paid immediately, unless otherwise agreed
- For hygiene reasons, socks should be worn at all times whilst using the Inflatable Slide or Obstacle Course
- The Hirer must ensure that all sharp objects, including but not limited to, badges, spectacles, earrings, jewellery etc... are removed prior to accessing Inflatable Slide or Obstacle Course to ensure it remains undamaged from but not limited to, scratches, tears, dirt (of any kind), detached from its connecting item (if applicable) and in the same working condition as delivered. If damage does occur the Hirer will incur a repair or replacement charge to be paid immediately, unless otherwise agreed
- No face paints, party poppers, confetti, coloured streamers or silly string to be used either on or near the Inflatable Slide or Obstacle Course as staining may occur for which the Hirer will be liable. If damage does occur the Hirer will incur a repair or replacement charge to be paid immediately, unless otherwise agreed.
- No acrobatics or gymnastics to be performed on the Inflatable Slide or Obstacle Course
- Users must NOT push, collide, fight or behave in a manner likely to injure or cause distress to others
- The Hirer must ensure that no overcrowding occurs on the Inflatable Slide or Obstacle Course and is required to limit numbers according to the age and size of users
- Climbing, hanging, or sitting on the walls is dangerous and must not be allowed
- Users must travel in one direction and not try to climb up the slide
- Users must not jump from Inflatable Slides platform area
- The Hirer is responsible for ensuring that no-one with a history of back or neck problems uses the Inflatable Slide or Obstacle Course
- No furniture to be placed on the safety mats as this may cause damage
- No smoking or barbecues near the Inflatable Slide or Obstacle Course
- No pets or animals to be allowed on or near the Inflatable Slide or Obstacle Course as this can not only damage the equipment but is likely to cause distress to the animal
- The Hirer is responsible for the safe keeping of the Inflatable Slide or Obstacle Course and accessories which accompany the equipment, i.e. blowers, extension leads, mats etc... If on collection any loss or damage has been caused to the Inflatable Slide or Obstacle Course or associated equipment, the Hirer will incur a repair or replacement charge to be paid immediately, unless otherwise agreed
- If the Inflatable Slide or Obstacle Course is hired overnight, it and accessories which accompany the equipment, i.e. blowers, extension leads, mats etc... can only be installed in a lockable and secure area to avoid theft. If on collection any loss or damage has been caused to the Inflatable Slide or Obstacle Course or associated equipment, the Hirer will incur a repair or replacement charge to be paid immediately, unless otherwise agreed
- In the event of rain, the Inflatable Slide or Obstacle Course must remain inflated to prevent water damage occurring. All equipment must be towel dried thoroughly before use re-commences
- In the event of adverse weather conditions such as strong winds it is the Hirers responsibility to ensure users immediately cease using the Inflatable Slide or Obstacle Course and switch off the fan
- It is recommend that the Hirer occasionally checks that the Inflatable Slide or Obstacle Course remains securely pegged down, that the blower tube is securely attached to the blower and there are no obstructions to the blower inlet
- Only Kool Bouncers personnel are authorised to collect the Inflatable Slide or Obstacle Course and accessories which accompany the equipment, i.e. blowers, extension leads, mats etc... Under no circumstances should any of the equipment be handed over to anyone other than a Kool Bouncers

representative

### **Instructions specific to Child Inflatable Slides and Obstacle Courses**

All Inflatable Slides or Obstacle Courses have an age and weight limit for use. As such, Inflatable Slides and Obstacle Courses designed for children can not tolerate an adult's weight and size. If an adult uses a child's Inflatable Slide or Obstacle Course, the integrity of that piece of equipment will be compromised, thus making the possibility of the inflatable being unsafe for the next Hirer. Kool Bouncers recognises that an adult may from time to time need to access the Inflatable Slide or Obstacle Course to assist younger children, but Kool Bouncers asks that this it to a minimum

Therefore if it is found that adult's have used the inflatable without good reason, the Hirer is liable for an initial charge of £60 to have the Inflatable Slide or Obstacle Course retested, plus the full cost of any repairs required due to the misuse and any loss of business whilst the inflatable is out of usage. The charge is to be paid immediately, unless otherwise agreed

### **Sumo Suits (Child & Adult users)**

**MAXIMUM AGE** restrictions as determined by the size and weight of the Sumo Suit can be found on the Kool Bouncers website or by contacting Kool Bouncers directly. Failure to observe the age restrictions at any time during the hire period will render the Hirer liable for associated repair costs where necessary.

### **Instructions for Child & Adult Sumo Suits and arena**

- The Sumo safety mat arena will need to be installed on a flat, level, clear and clean surface. The Hirer must ensure the installation area is clear of anything likely to damage to safety mats and/or Sumo Suits
- Kool Bouncers personnel will notify the Hirer when users can begin to use the Sumo Suits and Sumo safety mat arena
- A responsible adult must supervise users at all times
- No food, drink, sweets or chewing gum to be allowed on or near the Sumo safety mat arena to avoid choking to the users and unnecessary soiling. Any spillages must be cleaned and dried as soon as they occur. In the event that Kool Bouncers are required to have the Sumo Suits and/or safety mats professionally cleaned before the next hire, the Hirer is subject to reimburse the incurred cleaning charge to be paid immediately, unless otherwise agreed
- No glass, drinking glasses or bottles to be used on or near Sumo safety mat arena
- STRICTLY no alcohol or drug use on or near the Sumo safety mat arena. Kool Bouncers will not be held liable for any damage, accidents or injury that occurs due to the consumption and effects of alcohol and/or drug use
- Shoes MUST be removed before using Sumo Suits and safety mat arena. Parents/guardians who enter the safety mat area or walk over the padded floor tiles whilst supervising must remove their shoes, particularly heels. If damage does occur the Hirer will incur a repair or replacement charge to be paid immediately, unless otherwise agreed
- For hygiene reasons, socks should be worn at all times whilst using the Sumo safety mat arena
- The Hirer must ensure that all sharp objects, including but not limited to, badges, spectacles, earrings, jewellery etc... are removed prior to accessing the Sumo Suits and/or safety mat arena to ensure it remains undamaged from but not limited to, scratches, tears, dirt (of any kind), detached from its connecting item (if applicable) and in the same working condition as delivered. If damage does occur the Hirer will incur a repair or replacement charge to be paid immediately, unless otherwise agreed
- No face paints, party poppers, confetti, coloured streamers or silly string to be used either on or near the Sumo Suits and/or safety mat arena as staining may occur for which the Hirer will be liable. If damage does occur the Hirer will incur a repair or replacement charge to be paid immediately, unless otherwise agreed.
- Protective safety equipment supplied with the Sumo Suits must be worn by users at all times
- No acrobatics or gymnastics to be performed on the Sumo safety mat arena
- Users must behave in a manner likely to injure or cause distress to others
- No furniture to be placed on the Sumo safety mat area as this may cause damage
- No smoking or barbecues near the Sumo Suits and/or safety mat arena
- No pets or animals to be allowed on or near the Sumo Suits and/or safety mat arena as this can not only damage the equipment but is likely to cause distress to the animal
- The Hirer is responsible for the safe keeping of the Sumo Suits, safety mat arena and protective safety equipment, i.e. helmets, gloves, neck braces, mats etc... If on collection any loss or damage has been caused to the Sumo Suits, safety mat arena and protective safety equipment, the Hirer will incur a repair or replacement charge to be paid immediately, unless otherwise agreed

- If the Sumo Suits and safety mat arena are hired overnight, they and the protective safety equipment, i.e. helmets, gloves, neck braces, mats etc... can only be installed in a lockable and secure area to avoid theft. If on collection any loss or damage has been caused, the Hirer will incur a repair or replacement charge to be paid immediately, unless otherwise agreed
- Only Kool Bouncers personnel are authorised to collect the Sumo Suits and safety mat arena protective safety equipment, i.e. helmets, gloves, neck braces, mats etc... Under no circumstances should any of the equipment be handed over to anyone other than a Kool Bouncers representative

## Soft Play and Play Equipment

**MAXIMUM AGE** restrictions apply of which full details can be found on the Kool Bouncers website or by contacting Kool Bouncers directly. The Soft Play and Play Equipment is strictly for use by children under the age of 6 years. Under no circumstances should adult's play on the Soft Play or Play Equipment as this will, in time, result in damage to the Equipment or injury to the individual(s) / children. Failure to observe the age restrictions at any time during the hire period will render the Hirer liable for associated repair costs where necessary.

## Instructions for Soft Play and Play Equipment

- Soft Play and Play Equipment is suitable for indoor use only. If on delivery the Hirer advises the Kool Bouncers personnel that the equipment to be install outside, Kool Bouncers will refuse delivery. However, the Hirer will be charged the contract balance
- It is the Hirers responsibility to check the site measurements for the required package, and also to ensure there is adequate space surrounding the play equipment. If sufficient space is not available at the venue site for the package ordered, Kool Bouncers reserves the right to remove certain items, at their discretion, for health and safety reasons. However, the Hirer will be charged the contract balance
- The Soft Play and Play Equipment package will need to be installed on a flat, level, clear and clean surface. The Hirer must ensure the installation area is clear of anything likely to damage to the Soft Play and Play Equipment
- Adult's must not lean or sit on any Soft Play, Ball Pool walls, Play Equipment and/or Bouncy Castle
- 45-60 minutes is required for the Kool Bouncer delivery personnel to install a Soft Play and Play Equipment package and 30-45 minutes to remove the equipment
- ~~A £20 refundable deposit is payable on delivery (in additional to the package price) to ensure the Hirer collects and bags all Ball Pool Balls before Kool Bouncers staff arrive to collect equipment. If balls are not collected and bagged, the deposit will not be returned~~
- The Hirer must ensure that Soft Play and Play Equipment hired is not scattered around the venue. Prior to the agreed collection time, the equipment must be collected and placed back to the set up area so Kool Bouncers personnel do not spend time looking for items
- Kool Bouncers personnel will notify the Hirer when users can begin to use the Soft Play and Play Equipment
- A responsible adult must supervise users at all times
- No food, drink, sweets or chewing gum to be allowed on or near the Soft Play and Play Equipment to avoid choking to the users and unnecessary soiling. Any spillages must be cleaned and dried as soon as they occur. In the event that Kool Bouncers are required to have the Soft Play and/or Play Equipment professionally cleaned before the next hire, the Hirer is subject to reimburse the incurred cleaning charge to be paid immediately, unless otherwise agreed
- No glass, drinking glasses or bottles to be used on or near the Soft Play and/or Play Equipment
- STRICTLY no alcohol or drug use on or near the Soft Play and/or Play Equipment. Kool Bouncers will not be held liable for any damage, accidents or injury that occurs due to the consumption and effects of alcohol and/or drug use
- Shoes MUST be removed before using the Soft Play and Play Equipment. Parents/guardians who enter the safety mat area or walk over the padded floor tiles whilst supervising must remove their shoes, particularly heels. If damage does occur the Hirer will incur a repair or replacement charge to be paid immediately, unless otherwise agreed
- For hygiene reasons, socks should be worn at all times whilst using the Soft Play and Play Equipment
- The Hirer must ensure that all sharp objects, including but not limited to, badges, spectacles, earrings, jewellery etc... are removed prior to accessing the Soft Play and/or Play Equipment to ensure it remains undamaged from but not limited to, scratches, tears, dirt (of any kind), detached from its connecting item (if applicable) and in the same working condition as delivered. If damage does occur the Hirer will incur a repair or replacement charge to be paid immediately, unless otherwise agreed
- No face paints, party poppers, confetti, coloured streamers or silly string to be used either on or near the Soft Play and/or Play Equipment as staining may occur for which the Hirer will be liable. If damage does

occur the Hirer will incur a repair or replacement charge to be paid immediately, unless otherwise agreed.

- No acrobatics or gymnastics to be performed on the safety mat arena
- Users must behave in a manner likely to injure or cause distress to others
- No furniture to be placed on the Sumo safety mat area as this may cause damage
- No smoking or barbecues near the Soft Play and/or Play Equipment
- No pets or animals to be allowed on or near the Soft Play and/or Play Equipment as this can not only damage the equipment but is likely to cause distress to the animal
- The Hirer is responsible for the safe keeping of the Soft Play and Play Equipment. If on collection any loss or damage has been caused to the Soft Play and Play Equipment, the Hirer will incur a repair or replacement charge to be paid immediately, unless otherwise agreed
- If the Soft Play and Play Equipment are hired overnight, it can only be installed in a lockable and secure area to avoid theft. If on collection any loss or damage has been caused, the Hirer will incur a repair or replacement charge to be paid immediately, unless otherwise agreed
- Only Kool Bouncers personnel are authorised to collect the Soft Play and Play Equipment. Under no circumstances should any of the equipment be handed over to anyone other than a Kool Bouncers representative

## **Fun Foods**

The term Fun Food Equipment includes but is not limited to the hirer of Chocolate Fountain, Candy Floss Machine, Popcorn Machine, Slush Puppy Machine

## **PAYMENTS**

- The full balance of the contracted balance must be received by Kool Bouncers 7 days prior to the Event.
- In the event of any or all of the contracted balance not being received by Kool Bouncers 7 days prior to the Event, Kool Bouncers reserves the right to treat non payment as a cancellation and no refund will be payable.
- Cash payment at the Event is at the discretion of Kool Bouncers and must be agreed in advance However must be paid prior to the Kool Bouncers personnel commencing installation of the Fun Food Equipment.
- Should payment not be received as per the invoice sent or agreed, Kool Bouncers reserves the right to take legal action and all costs will be passed on to the Hirer.

## **HIRER OBLIGATIONS**

- For Chocolate Fountain hire, the Hirer must provide a sturdy round table no less than 4ft wide and access to a 240V mains socket within 6 feet. If the Chocolate Fountain is to be located in the middle of an open area, extension leads may be required. The Hirer is required to supply the extension leads and tape to the floor. Kool Bouncers accepts no responsibility for accidents
- The Hirer must provide Kool Bouncers personnel access to the venue at least 2 hour prior to the hire start time
- If the number of guests specified at the time of booking is exceeded, without prior notification Kool Bouncers, no liability will be accepted for any decision to shorten the dipping time due to shortage of dipping food
- The Hirer will be responsible for claims against Kool Bouncers for any spillage on items of clothing, furniture, carpet or anything else caused by others, other than Kool Bouncers personnel
- The Hirer is responsible for any damage caused to the Fun Food Equipment. The Hirer will be charged the full cost of any repair or replacement required should the damage be due to the negligence of the Hirer or their guests with charges to be paid immediately, unless otherwise agreed.
- If Kool Bouncers performance of any of its obligations under the Agreement is prevented or delayed by an act or omission by the Hirer, the Hirer shall reimburse Kool Bouncers for any costs or losses sustained or incurred by Kool Bouncers, arising directly or indirectly from the act or omission by the Hirer

## **KOOL BOUNCERS OBLIGATIONS**

- Kool Bouncers will provide the Service and Fun Food Equipment as agreed
- If Kool Bouncers cannot honour the Agreement, the Hirer is due a full refund including deposit excluding subsequent claims for incidental damages will not be accepted

## **BREAKDOWN**

In the unlikely event that the Fun Food equipment breakdown or fails to operate when operated by a Kool Bouncers representative, Kool Bouncers will refund to the Hirer 25% of the full contract balance

- If a breakdown occurs after the Kool Bouncers representative has installed the Fun Food equipment in a working order, Kool Bouncers will refund to the Hirer 0% of the full contract balance

## **CANCELLATION**

- All deposits are non-refundable
- Cancellations must be made in writing to Kool Bouncers
- If the Hirer cancels 14 days prior to the Event, the full contract balance will be refunded less the deposit amount
- If the Hirer cancels within 14 days of the Event, 10% of the contract balance will be refunded less the deposit amount
- If the Hirer cancels within 7 days of the Event, 0% of the contract balance will be refunded less the deposit amount
- Claims for refunds will not be accepted

## **FOOD ALLERGY**

- Kool Bouncers shall not be held responsible for nut allergies for the Hirer or their guests. All food items associated with Fun Food equipment and dipping food may contain traces of nut.
- It is the responsibility of the Hirer to inform their guests that traces of nut may be present in the food items associated with Fun Food equipment and dipping food

## **GENERAL**

- Kool Bouncers personnel will not tolerate violent, aggressive or abusive behaviour under any circumstances. He/she reserves the right to terminate the service at any time if they feel their personal safety is at risk or the Fun Food equipment supplied is in danger of getting damaged or has been damaged due to unruly behaviour by the Hirer or their guests. No refund will be provided
- The Hirer agrees for photographs to be taken of the chocolate fountain and their guests during the Event and agrees for them to be used in publicity material by Kool Bouncers
- The equipment Fun Food equipment supplied remains the property of Kool Bouncers at all times
- The Hirer agrees to allow Kool Bouncers to promote their business at the Event, by way of business cards, flyers and verbal discussion
- The Hirers rights as a statutory consumer are not affected
- Under extreme circumstances, we may find it necessary to provide a third party to supply the service and we retain our rights herein

## **DISCLAIMER**

Provided that the equipment is used in accordance with the above guidelines and conditions of hire, those using the equipment should do so safely. All persons use the equipment do so at their own risk.

Kool Bouncers can accept no liability for injuries sustained or any other loss, howsoever caused, in the absence of Kool Bouncers or its employees. As the equipment will be in the Hirers possession and control whilst in use rather than Kool Bouncers, any liability for injuries or other 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 equipment.

## **GENERAL**

The Contract is between the Supplier (Kool Bouncers) and the Hirer as principals and may not be assigned by the Hirer without the express written consent of the Supplier.

These Conditions form the whole agreement between the Supplier and the Hirer and shall not be removed or varied in any way.

## **FORCE MAJEURE**

The Supplier is in default of any of its obligations hereunder, it shall not be liable where such default is due to any act of God, war, strike, lockout, industrial action, fire, flood, drought, tempest or other event beyond the reasonable

control of the Supplier. In such circumstances, the Supplier shall give notice to the Hirer where possible, and be released from performance of its obligations hereunder to the extent the event of supervening impossibility prevents or restricts the Supplier's performance.

These Conditions are subject to English Law and the Hirer consents to the exclusive jurisdiction of the English courts in all matters regarding the Services.

I have read the above document and fully understand and accept the conditions above. I am aware that whilst in my care, as the Hirer, I am fully responsible for the equipment hired and if it is found to be misused whilst in my care, I will liable to pay for a new safety test, the cost of repair for any damage or replacement (appropriateness is at the discretion on Kool Bouncers) and any loss of business due to such that misuse of the equipment.

I hereby agree to abide by the terms and conditions listed above.

**Name:**.....

**Print:**.....

**Date:**.....

**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 and Kool Bouncers can accept no liability for injuries sustained or any other loss, howsoever caused, in the absence of Kool Bouncers or its employees. As the equipment will be in the hirers possession and control whilst in use rather than Kool Bouncers, 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.