

Bouncy Castle Hire Terms and Conditions

Terms of Hire

CONDITIONS OF HIRE AND DELIVERY POLICY

The owner hires the equipment to the hirer on the following terms and conditions. The contract commences when instructions have been received from the hirer and accepted by the owner and terminates when all parties have discharged their contractual obligations. The hirer's responsibility commences on receipt of the equipment and ends when the hirer is in possession of the owner's unqualified receipt of the equipment. The hirer agrees that he/she will not sell or otherwise part with control of the equipment.

TERMS

The Hirer: The person who hires, or by signature below or on the booking form, accepts the hire on behalf of a third party or organisation, company, public body, charity or the like, accepts the responsibility for the operation and safe keeping of the equipment.

The Equipment: The property of the company, detailed in the hire agreement, along with its ancillary equipment also listed. **The Owner:** A Touch of Class Events (UK) LTD, its employees, servants or agents.

CONDITIONS

A) The hirer agrees to comply with all safe working practices detailed below or in the operating instructions booklet and in particular to use common sense with children, to attach a high degree of importance to the basic principle of ensuring public safety at all times and accept full responsibility for providing an adult to supervise at all times.

B) The hirer agrees that the equipment is used at the users' own risk and that the owner is not responsible for accidents to any persons or damage to any property however caused in connection with or by the use of the equipment. The hirer hereby agrees to indemnify the owner against loss of or damage to the equipment howsoever caused, and against claims or proceedings of any sort or in respect of any personal injury whatsoever (including injury of the hirer).

C) The hirer shall assume full responsibility for any damage to or loss of the equipment or part thereof, howsoever caused. Where the equipment is lost or stolen and cannot be retrieved, the hirer agrees to pay the owner the manufacturer's recommended selling price. The hirer agrees to pay the owner all costs incurred by the owner in rectifying the condition of equipment returned damaged or unclean. Hire charges will continue until such rectification is complete. All monies received by the hirer from an insurance company or from any other source in settlement of any such claims shall be held in trust by the hirer and paid to the owner on demand. The hirer shall not compromise any claim without express consent of the owner.

E) The hirer will maintain, throughout the period of hire, the equipment in good working order and agrees to return the equipment in a clean state. Any breakdowns or unsatisfactory working of the equipment must be notified to the owner without delay. The hirer must not attempt to repair the equipment unless authorised by the owner.

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E) The hirer agrees that the equipment will not be used during inclement weather conditions e.g. high wind, heavy rain, storms or the like; (in particular disconnecting the fan and extension lead from the mains electricity supply and removing these to a place of safety).

F) The owner reserves the right to cancel a hire and return the hire fee, if in the opinion of the owner the weather conditions prevailing at the time of delivery are inappropriate for the use of the equipment.

G) The owner shall not be liable for any consequential expenses liability loss claim or proceeding whatsoever caused by or arising out of late delivery non-delivery unsuitability or repossession of the equipment or any part thereof or any breakdown or stoppage of the same.

H) The hirer hereby authorises the owner (upon production of this document) to enter upon any premises wherein the owner reasonably believes any equipment or part thereof to be, and if, in so far as the owner in his/her absolute discretion deems necessary, to inspect, repair, replace or re-possess the same.

I) The owner reserves the right to cancel the hire and offer alternative equipment should the original unit be unavailable owing to circumstances beyond the control of the owner.

J) The fan and extension lead must be used with the plugs as fitted and in accordance with the instructions provided.

K) Re-hiring of the equipment to a third party is expressly forbidden except with the prior approval and written permission of the owner.

L) Should the equipment be used for a charitable event the hirer agrees to place a notice to make clear to the public that monies collected are for the benefit of the particular charity and that the owner is not responsible for monies so collected.

M) The hirer agrees to abide by the foregoing terms and conditions and the operating instructions as detailed overleaf. Should any term in this contract be held invalid, such invalidation will not affect the validity of the remaining terms.

By making a booking on line the hirer accepts the above conditions.

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INSTRUCTIONS FOR USE OF EQUIPMENT

It is the responsibility of the hirer to ensure that all possible steps are taken to avoid injury to users or damage to the inflatable and that the following safety instructions are followed.

PLEASE NOTE THAT ALL PERSONS USING THIS INFLATABLE DO SO AT THEIR OWN RISK. THESE GUIDELINES ARE FOR THE SAFETY OF ALL CHILDREN AND ADULTS USING THIS EQUIPMENT, AND IT IS THE SOLE RESPONSIBILITY OF THE HIRER TO ENSURE THEY ARE ADHERED TO AND THE INFLATABLE IS USED SAFELY.

1) Before using the inflatable, footwear and sharp accessories i.e. belt, badges, buckles, jewellery (e.g. necklaces, dangling earrings) or any other objects liable to catch on other children's clothing must be removed to prevent injury to children or damage to the unit. Children wearing spectacles must remove them before using the inflatable.

2) Use of the inflatable **MUST BE SUPERVISED AT ALL TIMES** by at least one adult, over the age of 18. A whistle, or similar signal, must be used to control the children and action taken at the first sign of misbehaviour.

3) Children **MUST NOT** be allowed to climb the walls, swing from top beams (where applicable) or bounce on the step (which is to be used as a step only) and **MUST NOT** bounce on any part of the inflatable not designed for bouncing (e.g. walls, slide arches, slide platform and steps). Children **MUST NOT** be allowed to jump from the units or from the slide platforms. No more than 1 child at a time must be allowed to climb the slide steps or slide down the slide.

4) No food, sweets, chewing gum or drinks are allowed on the inflatable.

5) It is the responsibility of the hirer to limit the number of children using the inflatable to avoid overcrowding and ensure all children have sufficient room for safe play. The number of children will depend on the ages and how the children are using the unit.

6) Children's inflatables (any product found outside the "adult sized inflatables" section on the website) are suitable for children only (i.e. no adults) up to a maximum age of 11 years (maximum age 4 for Thomas and Peppa Pig bouncers) – subject to no child being taller than the walls of the unit whilst standing on the bed.

7) Children of different ages must be allowed the use the inflatable at separate times and boisterous children separated from other children.

8) Somersaults and rough play **MUST NOT** be allowed and anyone with back, neck or bone problems must not be allowed to use the inflatable.

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9) Smoking is **NOT** allowed near the inflatable. No face paints or 'silly string' must be used near the inflatable.

10) A suitable method of fencing should be used to prevent children gaining access to the fan and extension lead housing. The fan must be kept upright at all times and the vents kept clear with nothing placed touching the fan. Care must be taken to ensure no one trips over anchorage points or the extension lead wire. Entrance and exits from the unit must not be obstructed.

11) Particularly for public events, the hirer must set up crowd control methods if appropriate. It is recommended that barriers should be a minimum of 1m high and capable of withstanding people leaning on them.

12) The inflatable **MUST NOT** be used in high winds or wet conditions. If wind increases to a strong breeze (Force 6, 25 mph or 40 km/h – large branches in motion; umbrellas used with difficulty) or if heavy rain falls, the unit must be taken out of use and deflated immediately.

13) In the event of rain, the electricity supply must be disconnected and the extension lead and fan must be taken indoors or covered with a waterproof cover. **NB: The fan must not be left on with anything touching as air will be unable to circulate. For safety reasons, children must not be allowed to use the inflatable until the rain has subsided and only then subject to the hirer certifying the unit is safe and not too slippery.**

14) The unit should be deflated when not in use. The hirer must ensure there are no children on the unit when it is deflating or inflating.

15) In the event of a power failure, the hirer must ensure all the children are quickly evacuated from the unit.

16) In the event of a defect or breakdown in equipment, the unit must be immediately deflated and the hirer must then contact A Touch of Class Events (UK). The unit must not then be re-used until A Touch of Class Events (UK) advises it is safe to do so.

17) The inflatable **MUST NOT** be moved once inflated unless agreed with A Touch of Class Events (UK).

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LIABILITY

“A Touch of Class Events (UK) LTD” will not accept any liability whatsoever for injury or damage to persons or property sustained arising from any equipment under hire from “A Touch of Class Events (UK) LTD”. All of our electrical items adhere to health and safety legislation and are PAT tested. “A Touch of Class Events (UK) LTD” does have full Public Liability Insurance (PLI), certificates are available upon request.

Thank you for choosing us for your event, please sign and date below to confirm that you have read and agree to our terms and conditions and scan or return to us at the address listed on your invoice, a copy will be sent to you via email or post.

..... (Hirer) (Date)