

# Terms and Conditions of Hire



## BACKGROUND

These Terms and Conditions are the standard terms for the hire of Equipment by Gedling Bouncy Castle Hire trading under Live 9 Events. LTD Live 9 Events LTD are a Private Limited Company registered in England under the company number 10862044. The registered address is 39 Burlington Road, Carlton, Nottingham, NG4 3JJ and main trading address is 39 Burlington Road, Carlton, Nottingham, NG4 3JJ.

## 1. DEFINITIONS

**“We/Us/Our”** means Gedling Bouncy Castle Hire trading under Live 9 Events LTD. Live 9 Events LTD are a Private Limited Company registered in England under the company number 10862044. The registered address is 39 Burlington Road, Carlton, Nottingham, NG4 3JJ and main trading address is 39 Burlington Road, Carlton, Nottingham, NG4 3JJ;

**“Contract”** means the contract for the hire of the Equipment and the like by You from Us as explained in Clause 2;

**“You/Your”** means you the hirer of the Equipment;

**“Equipment”** means any Inflatable Units, Soft Play, Fun Food, and the like supplied by Us and hired by You subject to these Terms and Conditions;

**“Order”** means Your Order for the Equipment;

**“Confirmation of Order”** means Our acceptance and confirmation of Your Order as described in Clause 2;

**“Booking Fee”** means 25% of the total booking value rounded up to the next ten pounds which is required at the time of Your Order to secure Your Order;

**“Terms and Conditions”** means the all details stated within this document;

**“Price”** means total price payable for the hire of the Equipment and associated Services;

**“Services”** means the services provided with some Equipment i.e. supervision of Equipment;

**“Hire Period”** means the period for which You will hire of Equipment;

## 2. THE CONTRACT

- 2.1 These Terms and Conditions govern the hire of **Equipment** from **Us** and will form the basis of the **Contract** between **Us** and **You**. Before completing your **Order**, please ensure that **You** have read these **Terms and Conditions** carefully. If **You** are unsure about any part of these **Terms and Conditions**, please ask **Us** for clarification.
- 2.2 A legally binding contract between **Us** and **You** will be created upon **Our** acceptance of your **Order**, indicated by **Our Confirmation of Order**, and **Your** payment of the **Booking Fee**. **Confirmation of Order** will be provided in writing via email within 24 hours of a booking being taken.
- 2.3 No signature is required in order for this contract to be deemed accepted and binding upon both of the parties. The contract shall be deemed accepted at the point **We** issue the **Confirmation of Order**.

## 3. YOUR OBLIGATIONS

- 3.1 When placing your **Order** with **Us**, you will be required to supply information as required by our staff. The provisions of such reasonably requested information is essential in your **Order** with **Us** to complete your **Order**. Failure to supply the requested information may delay **Us** in accepting your **Order**.
- 3.2 When choosing the site that **Equipment** will be set upon **You** must ensure that the site is suitable and meets the following;
  - 3.1.1. *The venue has the required access, loading area and car parking necessary to allow the Equipment to be unloaded, set up, operated, vehicles parked and equipment loaded at the end of the event. Please ensure you inform of potential issues including stairs, lifts, distance, parking and specific timings. Any car parking costs will be charged to You along with any parking fines if incurred by Us where You have informed Us it is permissible to park in a specific location.*
  - 3.1.2. *Site has minimum access width for Equipment as detailed upon website on each individual product page. It is Your responsibility to check this for Your Order.*
  - 3.1.3. *There is no large inclines or declines or other objects that will obstruct access.*



## Terms and Conditions of Hire

- 3.1.4. You must ensure a 13 amp mains power socket is available within a 30 meter range, if no power supply is available or the power supply is not adequate to fulfil the requirements then full **Price** shall still be payable. This clause would not apply unless a generator is being supplied by **Us**.
- 3.1.5. There is an area of free space of at least 1.8 (one point eight) meters around the site that will be occupied by the **Equipment** for **Our** staff to work in.
- 3.1.6. **We** will not be liable for any damage done to any part of the site (including, but not limited to, lawns, flower beds, plants & or internal fixings & décor if we have to use internal routes for installation) that results from **Your** failure to comply with sub-Clause 3.2 and 3.4. **You** must also accept that the placing of **Equipment** on a grassed area may result in damage or discolouration of the grass beneath the Inflatables, soft play & alike owing to the lack of sunlight and water. **We** accept no responsibility for such damage.
- 3.1.7. There are no utilities, pipes, cables, conduits or any other equipment buried less than 1 (one) meter underground at the site (We will not be liable for any damage done to any of the above if **You** supply incorrect information).
- 3.1.8. On the day of installation, **You** must ensure that the location is free of all obstacles, debris, and animals that may obstruct **Our** staff.
- 3.1.9. **We** CANNOT set up on land that is not owned by the hirer, unless written permission from the land owner is provided to us by the land owner via email or letter. If NO PERMISSION is provided to **Us** we will not refund the booking fee and final balance will be payable. It is **Your** responsibility to gain permission from land owner. (This DOES NOT apply to halls or venues; however, they must be aware that you are having **Equipment**)
- 3.1.10. **We** CANNOT set up on public land being used for private events. (This DOES NOT apply to halls or venues; however, they must be aware that you are having **Equipment**).
- 3.1.11. **We** are the only people authorised to collect the equipment. Under no circumstances should the equipment be handed over to anyone other than our staff, all staff will be uniformed and have ID cards. If unsure of any staff member collecting please contact the owner on 0115 998 7366 or out of hours number 07870672283.
- 3.1.12. **Our** staff will set up the **Equipment** considering all safety aspects and therefore equipment MUST NOT be moved. Photographs are taken for evidence once set up.
- 3.1.13. We reserve the right to refuse to operate any of the **Equipment** if **We** believe the venue is unsuitable or unsafe.
- 3.3 We will not be held reproachable for any obstructions, nuisance or interference.
- 3.4 During the **Hire Period** **You** must ensure that the following rules are followed:
- 3.12.1. All **Equipment** must be supervised at all times by a responsible person over the age of 18, preferably **You**, the hirer.
- 3.12.2. The hirer is responsible for the safekeeping of the **Equipment**. **You** will be charged for theft or any damage caused to it and for any missing items on its return. Full replacement charges will incur. This includes any items which accompany the equipment i.e. blowers, mats, extension leads, other ancillary equipment etc.
- 3.12.3. All **Equipment** must be used in accordance with the height of the user, the limitations are stated on the front of each piece of equipment, and must be followed at all times.
- 3.12.4. No adults are to use the **Equipment** unless specified otherwise as an Adult Inflatable by Live 9 Events. This is due to manufacturing, safety and insurance reasons.
- 3.12.5. Ensure that the entrances and exits of the **Equipment** are clear.
- 3.12.6. No food, drinks or chewing gum to be allowed on or near the **Equipment** and the like this will avoid choking and mess. (Please note if the equipment or inflatable/s are/is collected in a dirty condition then **You** will incur a cleaning charge of £30).
- 3.12.7. No glass, drinking glasses or bottles to be used on or near the **Equipment**.
- 3.12.8. STRICTLY NO alcohol or drug use on or near the **Equipment**.
- 3.12.9. Please make sure socks are worn at all times and shoes are REMOVED before using any of our **Equipment**.



## Terms and Conditions of Hire

- 3.12.10. *All loose clothing, shoes, jewellery, badges MUST be removed before using the **Equipment**. We also recommend spectacles be removed.*
- 3.12.11. *No face paints, party poppers, streamers or silly string to be used either on or near the **Equipment** as these may stain the inflatable for which you will be liable for payment to clean, repair or replacement the **Equipment**.*
- 3.12.12. *NO smoking or barbeques close enough to cause any damage to **Equipment**. (Allow 5 meters away from the **Equipment**).*
- 3.12.13. *Please ensure that users ARE NOT attempting somersaults and are clothed appropriately.*
- 3.12.14. *If you are hiring the Disco Dome, please be aware that this item has flashing lights. The hirer is responsible for the health and safety of the user. The danger of epileptic fit or injury/damage for people with sensitive vision should be assessed before use.*
- 3.12.15. *The sound system for the Disco Dome will be set up for you and you will be told how to use it. Ensure that no one touches the speaker as it could result in damages that you will be charged for.*
- 3.12.16. *The front step is to help users on and off the castle. It SHOULD NOT be played on.*
- 3.12.17. *The fun run step should only ever be used as an entrance. Do not allow users to exit from the step.*
- 3.12.18. *DO NOT allow users to play or bounce on the slide as it is DANGEROUS and can cause injury.*
- 3.12.19. *NO running up the slide, as it is DANGEROUS and can cause injury.*
- 3.12.20. *STRICTLY NO climbing, hanging or sitting on walls, as it is DANGEROUS and can cause injury.*
- 3.12.21. *Please DO NOT allow users to put any of our **Equipment** in their mouth or to bite into it please make sure our **Equipment** are not mistreated by using it for other than its intended use.*
- 3.12.22. *Please ensure that users DO NOT throw the soft play balls.*
- 3.12.23. *ALL balls must be placed back in the ball pool after use as it will save time on the collection. If balls are not in the pool then this will incur a £30 charge or the £100 deposit for Adult Ball Pool will NOT be refunded.*
- 3.12.24. *Ensure that no one with a history of back or neck problems is allowed on the **Equipment** or any child who is feeling unwell.*
- 3.12.25. *NO furniture is allowed on the mats as this can cause damage. (Which you will be liable to pay for).*
- 3.12.26. *Individuals MUST NOT push, fight or behaving in a manner likely to injure or cause distress to others.*
- 3.12.27. *Always ensure that the **Equipment** is not overcrowded, and limit numbers according to the age and size of users using it. This is on the front of the castle and is in the safety pack provided at the time of hire.*
- 3.12.28. *NEVER switch the **Equipment** off when in use as injury and suffocation can occur.*
- 3.12.29. *The hirer is NOT PERMITTED to dismantle the **Equipment** you may, however, switch the blower off at the mains when the inflatable is not being used.*
- 3.12.30. *Do not allow anyone to be on the **Equipment** during inflation or deflation as this is DANGEROUS and can damage **Equipment**.*
- 3.12.31. *In the event of heavy rain or extreme winds forecast before your booking, we will contact you to pre-warn you of the chance of cancellation this is so an alternative indoor venue can be sourced or alternative equipment can be arranged.*
- 3.12.32. *In the event of heavy rain during your booking it is strongly recommended that the **Equipment** is not used for safety reasons. When safe to re-use, towel dry any remaining wetness before allowing children back on. If it does rains throughout the booking during your hire no refund will be given.*
- 3.12.33. *For outdoor hires, a wind speed reading will be taken before setting up any **Equipment**, that has a wind limit, by the staff member delivering the bouncy castle to ensure the wind is not above*

## Terms and Conditions of Hire



19mph and the conditions are suitable for the safe use of equipment. A wind anemometer will be demonstrated to the hirer and left with them for the duration of the hire, it is the hirer's responsibility that they continue to check the wind speed to ensure the safe use of the **Equipment**. Any **Equipment**, that has a wind limit, should NOT be inflated or used in winds anywhere above 19mph.

- 3.12.34. Long Term Hire - If the **Equipment** is damaged during hire, Live 9 Events will take it away and replace the **Equipment** with another (subject to availability) until the repair has been made. You will be charged for all repair or replacement costs.
- 3.12.35. Long Term Hire - Each day a dynamic risk assessment should be made by You before inflating or operating the **Equipment** to ensure that weather conditions permit the use of the **Equipment**, as a guide any **Equipment**, with a wind limit, should NOT be inflated in winds anywhere above 19mph.
- 3.12.36. **You** are responsible/liable for any loss, damage or injuries occurring from or as a result of misuse or reckless use.
- 3.12.37. All persons using the **Equipment** do so at their own risk.
- 3.5 Safety is important. Although our **Equipment** is designed for fun **You** and **Your** guests, attendees or anyone else attending the event must take responsibility for using it in a safe manner. We cannot be held liable for any damage or incidents. **You** agree that **You** will be responsible for supervision of the **Equipment**, its care, safety from damage and the behaviour of all persons of all ages using the **Equipment**. (Unless we will staff the equipment as part of our **Services**).
- 3.6 You will not use the **Equipment** for any other purpose other than described and shall not sub hire or use the equipment in any unlawful way.
- 3.7 We may decide that the **Equipment** should be closed down, in this case the full **Price** will remain payable. Circumstances where we may exercise this right includes but not limited to: participants acting in an abusive or aggressive manner, participants under the influence of excessive alcohol or drug use, the conditions are providing to be too dangerous to continue safely operating the equipment i.e. heavy rain or the wind speeds or gusts exceed 24mph.

#### 4. HIRE PERIOD

- 4.1 The **Hire Period** shall be chosen in **Your Order** and confirmed in **Our Confirmation of Order** email.
- 4.2 Unless it is expressly stated otherwise, the **Hire Period** begins and ends at the times and dates shown in **Our Confirmation of Order** under delivery time/collection time.
- 4.3 You may extend the Hire Period by contacting **Us** via email, Facebook, text or any other electronic means. Extended Hire Periods may be charged at 10 (ten) pound per hour after 6pm.

#### 5. BOOKING FEES AND FINAL PAYMENT

- 5.1 When placing **Your Order**, **You** will be required to pay the **Booking Fee**. NO BOOKINGS ARE CONFIRMED UNTIL THE BOOKING FEE HAS BEEN RECEIVED.
- 5.2 If paying in full, full payment constitutes of the **Booking Fee** and 75% hire fee, these percentages make up the total booking value on **Your Order**.
- 5.3 The price for the **Equipment** will be shown on **Our** website current at the time of **Your Order**.
- 5.4 Overnight and Multi-Day bookings must be in secure area, i.e. minimum 6ft fence and lockable gate or security on site. On the delivery of **Your Order** if the area is not secure then the selected option will not be allowed but full payment of **Your Order** will still be required.
- 5.5 **We** may, from time to time, offer special prices, discounts and other promotional offers. Any such special prices will be valid only for the period advertised. **Orders** placed during such a period will be accepted at the special price even if **We** do not accept the **Order** until after the period has expired.
- 5.6 Existing bookings are not entitled to enter the special offer prices after their booking has already been confirmed. Cancelling to re-enter a new booking will result in forfeit of the already paid booking fee.
- 5.7 Changes to a special offer booking may result in the forfeit of the special offer price already offered and the balance owed returning to full amount.
- 5.8 The remaining balance should be made no later than the start of the **Hire Period** in full on delivery or before the **Hire Period** date. Payment for events including weddings must be paid up to 48 hours before the **Hire Period**.

## Terms and Conditions of Hire



### 6. CANCELLATION POLICY/REFUND POLICY

#### 6.1 Cancellation by Us

The booking fee is non-refundable.

Cancellations due to reasons beyond **Our** control will be issued a full refund of any monies or booking fee paid. e.g. vehicle breakdown, equipment breakdown, staff shortage or any other reason we deem necessary.

**We** will NOT issue refunds for unsuitable access, lack of space, wrong surface type or land that is not owned by **You**, as these are confirmed before booking and are down to **You** to check and confirm.

#### 6.2 Cancellation by You

Any cancelled orders under £500 are subject to the following cancellation charges:

- More than 7 days prior to the event date, you will lose your booking fee
- Within 7 days of the event date, 50% of the total booking must be paid
- Up to 5pm on the day the day before the event date, 75% of the booking total must be paid
- On day of the event, 100% of the booking total must be paid

Any cancelled orders over £500 are subject to the following cancellation charges:

- More than 4 weeks prior to the event date, you will lose your booking fee
- Within 4 weeks prior to the event date, 50% of the of the total booking must be paid
- Within 2 weeks prior to the event date, 100% of the of the total booking must be paid

If **We** have to cancel due to bad weather for outdoor events providing that you have only paid your **Booking Fee**, none of the above cancellation charges will need to be paid however your **Booking Fee** is non-refundable only transferable to a date within six **Months of Your** original **Hire Period**.

If **You** have paid in full we will allocate any payments already made to a new booking. We cannot refund the money already paid it must be allocated a new booking within six **Months** of original **Hire Period**.

If **You** decide to cancel due to bad weather and we deem the weather safe enough to operate then the cancellation charges above will apply.

### 7. DELIVERY, HIRE AND COLLECTION

7.1 The **Hire Period** begins at the time and date stated in the **Our Confirmation of Order**. The **Equipment** will be delivered to the site and set up by **Our** staff as close to that time as is reasonably possible.

7.2 Before delivery, **We** always use all reasonable endeavours to ensure that **Equipment** are undamaged and that all other items to be supplied are complete and clean. At the time of delivery and set up and will be asked by **Our** staff to sign the Hire Agreement and Disclaimer Form which includes a section confirming that there is nothing missing and that there is no visible damage to the **Equipment**. If there are any items missing or if there is any visible damage to **Equipment**, **You** should inform **Our** staff immediately. We will use all reasonable endeavours to replace missing items or damaged **Equipment**. If **We** are unable to provide suitable replacements of at least the same quality and value as those ordered, **You** will be entitled to a partial refund amounted to that item, calculated by **Us**.

7.3 **We** are required by law to provide consumers with goods that are of satisfactory quality, fit for purpose, and in accordance with descriptions, samples, models and other pre-contract information provided by **Us**. If **You** discover any damage (pre-existing) or fault with the **Equipment** during the **Hire Period**, please inform **Us** as soon as is reasonably possible.

7.4 We will use all reasonable endeavours to provide a suitable replacement or, if a repair is possible without causing you any inconvenience, **We** will repair the **Equipment**. If **We** are unable to replace or repair the **Equipment**, or if **You** would prefer to reject the damaged or faulty **Equipment**, whether before or after a repair or replacement (if the replaced or repaired **Equipment** is still damaged or faulty), **We** will offer you a refund equal to the remaining, unused part of the **Hire Period**. Alternatively, provided the **Equipment** is safe to use in its damaged and/or faulty state, a price reduction may be arranged. Any refund due to **You** will be made as soon as is reasonably possible, and in any event within 28 calendar days of the date on which **We** agree that **You** are entitled to a refund. Refunds will be made using the same payment method originally used by **You** or by BACS.

7.5 The **Hire Period** ends at the time and date stated in the **Confirmation of Order** under delivery time/collection time, it is not the event start time or event end time. **Our** staff will arrive at the site to pack away and collect the **Equipment** as close to that time as is reasonably possible. You must ensure that all items that do not belong to **Us** are removed from the **Equipment** before the collection time.



## Terms and Conditions of Hire

### 8. LOSS AND DAMAGE

- 8.1 **You** will be required to indemnify **Us** and **Our** staff for any damage, accidents or injuries that may occur while the **Equipment** is in your care.
- 8.2 If the **Equipment** is to be brought through a house or similar to access the setup area, **We** accept no responsibility for any damage caused by transporting the equipment through the premises during delivery and collection of the equipment.
- 8.3 **We** will not be responsible for any damage caused by drilling into concrete to anchor **Equipment**. **We** will not be responsible for any damage or injuries caused by the holes.
- 8.4 **You** will not be responsible for any pre-existing damage to **Equipment** that has already been identified under sub-Clause 7.2 at the time of delivery, or for any damage or faults that are discovered under sub-Clause 7.3 during the **Hire Period**.
- 8.5 **You** are responsible for the safekeeping of **Equipment**. **You** will be charged for theft or any damage caused to it and for any missing items on its return. Full replacement charges or repair costs will incur. This includes any items which accompany the equipment i.e. blowers, mats, extension leads, other ancillary equipment etc. This must be paid within 7 days of receiving invoice. **You** may also be liable other costs including but not limited to travel and loss of business.
- 8.6 Full details of all charges are available on request.

### 9. INSURANCE

- 9.1 We carry a public liability insurance of 5 million pounds and it is subject to the terms and conditions of this contract being complied with. Public liability insurance is excluded in its entirety following any claim or injury to any third party or employee where such injury is directly or indirectly related to the use of drugs and/or alcohol.

### 10. OUR LIABILITY

- 10.1 **We** will only be responsible for any foreseeable loss or damage that **You** may suffer only as a result of **Our** breach of these **Terms and Conditions** or as a result of **Our** negligence. Loss or damage is foreseeable only if it is an obvious consequence of **Our** breach or negligence or if it is contemplated by **You** and **Us** when the **Contract** is formed. **We** will not be responsible for any loss or damage that is not foreseeable.
- 10.2 In any event, **Our** total liability under these **Terms and Conditions** shall be limited to the value of the **Contract** between **Us** and **You**, that is the total **Price** payable by **You**.
- 10.3 Nothing in these **Terms and Conditions** seeks to exclude or limit **Our** liability for death or personal injury caused by **Our** negligence (including that of **Our** employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.

### 11. FORCE MAJEURE

- 11.1 **We** will not be liable for any failure or delay in **Our** obligations where that failure or delays from cause is beyond **Our** reasonable control. Such causes include, but are limited to: traffic, weather effecting delivery of Equipment to a location by specified time, weather effecting use of equipment, power failure, industrial action, civil unrest, fire, explosion, flood, storms, earthquakes, acts of war, governmental action, epidemic or other natural disasters or anything else that is beyond **Our** control.

### 12. COMMUNICATION AND CONTACT DETAILS

- 12.1. If you wish to contact **Us** for any reason, **You** may contact **Us** by:
- 12.1.1. Telephone on 07870 672 283 during office hours
- 12.1.2. Email at [info@gedlingcastlehire.co.uk](mailto:info@gedlingcastlehire.co.uk)
- 12.1.3. Post to Gedling Bouncy Castle Hire, 39 Burlington Road, Nottingham, NG4 3JJ.

### 13. COMPLAINTS AND FEEDBACK

- 13.1. **We** always welcome feedback from **Our** customers and, whilst **We** always use all reasonable endeavours to ensure that **Your** experience as a customer of **Ours** is a positive one, **We** nevertheless want to hear from **You** if **You** have any cause for complaint.
- 13.2. All complaints are handled in accordance with **Our** complaints handling policy and procedure.

## Terms and Conditions of Hire



13.3. If **You** wish to complain about any aspect of **Your** dealings with **Us**, including, but not limited to, these **Terms and Conditions**, the **Contract**, or the **You** will be required to indemnify **Us** and **Our** staff for any damage, accidents or injuries that may occur while the **Equipment** is in your care, please contact **Us** in one of the following ways:

13.3.1. In writing, addressed to Molly Marriott, Director, Live 9 Events LTD, 39 Burlington Road, Carlton, Nottingham

13.3.2. By email, addressed to Molly Marriott, Director, Live 9 Events LTD, info@gedlingcastlehire.co.uk

### 14. HOW WE USE YOUR PERSONAL INFORMATION (DATA PROTECTION)

14.1. All personal information that we may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act.

14.2. **We** may use **Your** personal information to:

14.2.1. Provide **Our** products and services to **You**;

14.2.2. Process **Your** payments; and

14.2.3. Inform **You** of new products and services available from us. **You** may request that we stop sending you this information at any time.

14.2.4. **We** will not pass on **Your** personal information to any other third parties without obtaining your permission first.

### 15. GOVERNING LAW AND JURISDICTION

15.1. These **Terms and Conditions** and the **Contract** including any non-contractual matters and obligations arising therefrom or associated therewith shall be governed by, and construed in accordance with, the laws of England and Wales.

15.2. Any dispute, controversy, proceedings or claim between **Us** and **You** relating to these **Terms and Conditions** or the **Contract** including any non-contractual matters and obligations therefrom or associated therewith shall be governed by, and construed in accordance with, the laws of England and Wales.