



## Gedling Bouncy Castle Hire - Terms and Conditions of Hire

### BACKGROUND

These Terms and Conditions are the standard terms for the hire of Inflatable Units, Soft Play, Food and the like by Live 9 Events LTD, trading as Gedling Bouncy Castle Hire. 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 Live 9 Events LTD, trading as Gedling Bouncy Castle Hire. 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 Inflatable Units, Soft Play, Food and the like by You from Us as explained in Clause 2;

**“You”** means you the hirer of the Inflatable Units, Soft Play, Food and the like;

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

**“Order”** means Your Order for the Inflatable Units, Soft Play, Food and the like

**“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;

### 2. THE CONTRACT

- 2.1 These Terms and Conditions govern the hire of **Inflatable Units, Soft Play, Food and the like** 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.

### 3. YOUR OBLIGATIONS

- 3.1 When choosing the site that the **Inflatable Units, Soft Play, Food and the like** will be set upon **You** must ensure that the site is suitable and meets the following;
- 3.2 Site has minimum access width for **Inflatable Units, Soft Play, Food and the like** as detailed upon website on each individual product page. It is **Your** responsibility to check this for **Your Order**.
- 3.3 There is no large inclines or declines or other objects that will obstruct access.
- 3.4 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 **Inflatable Units, Soft Play, Food and the like** for **Our** staff to work in.



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- 3.5 **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 the **Inflatable Units, Soft Play, Food and the like** 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.
- 3.6 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).
- 3.7 On the day of installation, **You** must ensure that the location is free of all obstacles, debris, and animals that may obstruct **Our** staff.
- 3.8 **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 an inflatable/s.)
- 3.9 **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 an inflatable/s.)
- 3.10 **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 07870672283 or 07505127317.
- 3.11 **Our** staff will set up the equipment or inflatable/s considering all safety aspects and therefore equipment MUST NOT be moved. Photographs are taken for evidence once set up.
- 3.12 During the **Hire Period You** must ensure that the following rules are followed:
- 3.12.1. *All equipment and inflatable/s must be supervised at all times by a responsible person over the age of 18, preferably the hirer.*
  - 3.12.2. *The hirer is responsible for the safekeeping of the equipment and inflatable/s. 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 etc.*
  - 3.12.3. *All equipment and inflatable/s must be used in accordance with the height of the user, the limitations are stated in the safety pack, which is left with the hirer, and must be followed at all times.*
  - 3.12.4. *All equipment and inflatable/s other than the ball pool has an age limit of 14 years old unless stated otherwise, our ball pool has an age limit of 5 years. Please ensure no one over this age uses the equipment or inflatable/s.*
  - 3.12.5. *No adults are to use the equipment and inflatable/s unless specified otherwise as an Adult Inflatable by Gedling Bouncy Castle Hire. This is due to manufacturing, safety and insurance reasons.*
  - 3.12.6. *Ensure that the entrances and exits of the equipment and inflatable/s are clear.*
  - 3.12.7. *No food, drinks or chewing gum to be allowed on or near the Inflatable Units, Soft Play, Food and the like this will avoid choking and mess. (Please note if the*



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*equipment or inflatable/s are/is collected in a dirty condition then the person hiring it will incur a cleaning charge of £30).*

- 3.12.8. *No glass, drinking glasses or bottles to be used on or near the equipment and inflatable/s*
- 3.12.9. *STRICTLY NO alcohol or drug use on or near the equipment and inflatable/s*
- 3.12.10. *Please make sure socks are worn at all times and shoes are REMOVED before using any of our equipment and inflatable/s*
- 3.12.11. *All loose clothing, shoes, jewellery, badges MUST be removed before using the equipment and inflatable/s. We also recommend spectacles be removed.*
- 3.12.12. *No face paints, party poppers, streamers or silly string to be used either on or near the equipment and inflatable/s as these may stain the inflatable for which you will be liable for payment to clean, repair or replacement the equipment.*
- 3.12.13. *NO smoking or barbeques close enough to cause any damage to equipment and inflatable/s. (Allow 5 meters away from the equipment or inflatable/s)*
- 3.12.14. *Please ensure that users ARE NOT attempting somersaults and are clothed appropriately*
- 3.12.15. *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.*
- 3.12.16. *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.*
- 3.12.17. *The front step is to help users on and off the castle. It SHOULD NOT be played on.*
- 3.12.18. *The fun run step should only ever be used as an entrance. Do not allow users to exit from the step.*
- 3.12.19. *DO NOT allow users to play or bounce on the slide as it is DANGEROUS and can cause injury.*
- 3.12.20. *NO running up the slide, as it is DANGEROUS and can cause injury.*
- 3.12.21. *STRICTLY NO climbing, hanging or sitting on walls, as it is DANGEROUS and can cause injury.*
- 3.12.22. *Please DO NOT allow users to put any of our equipment in their mouth or to bite into it please make sure our equipment and inflatable/s are not mistreated by using it for other than its intended use.*
- 3.12.23. *Please ensure that users DO NOT throw the balls.*
- 3.12.24. *Please place ALL balls 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.*
- 3.12.25. *Ensure that no one with a history of back or neck problems is allowed on the equipment and inflatable/s or any child who is feeling unwell.*
- 3.12.26. *NO furniture is allowed on the mats as this can cause damage. (Which you will be liable to pay for)*



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- 3.12.27. *Individuals MUST NOT push, fight or behaving in a manner likely to injure or cause distress to others.*
- 3.12.28. *Always ensure that the equipment and inflatable/s 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.*
- 3.12.29. *NEVER switch the equipment and inflatable/s off when in use as injury and suffocation can occur.*
- 3.12.30. *The hirer is NOT PERMITTED to dismantle the equipment and inflatable/s you may, however, switch the blower off at the mains when the inflatable is not being used.*
- 3.12.31. *Do not allow anyone to be on the equipment and inflatable/s during inflation or deflation as this is DANGEROUS and can damage equipment and inflatable/s.*
- 3.12.32. *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.*
- 3.12.33. *In the event of heavy rain during your booking it is strongly recommended that the inflatable 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.*
- 3.12.34. *For outdoor hires, a wind speed reading will be taken before setting up any inflatables by the staff member delivering the bouncy castle to ensure the wind is not above 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 inflatable, the inflatable should NOT be inflated or used in winds anywhere above 19mph. A safety guide is also left with the hirer with instructions of how to use the wind meter in case further guidance is needed.*
- 3.12.35. *Long term hire - If the inflatable is damaged during hire, Gedling Bouncy Castle Hire will take it away and replace the inflatable with another (subject to availability) until the repair has been made. You will be charged for all repair costs.*
- 3.12.36. *Long-term hire - Each day a dynamic risk assessment should be made by the hirer before inflating the castle to ensure that weather conditions permit the use of the inflatable, as a guide the castle should NOT be inflated in winds anywhere above 19mph.*
- 3.12.37. *The hirer is responsible/liable for any damage or injuries occurring from or as a result of misuse or reckless use.*
- 3.12.38. *All persons using the equipment do so at their own risk.*

### 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.



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- 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 7pm.

### 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 **Inflatable Units, Soft Play, Food and the like** will be shown on **Our** website current at the time of **Your Order**.
- 5.4 Overnight and Multi-Day bookings must be in secure gardens, i.e. minimum 6ft fence and lockable gate, on the delivery of **Your Order** if the garden 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**.
- 5.9 Ball Pool Balls must be placed back ball pool at the end of the party or an extra £30.00 charge will be applied for additional pack away time.

### 6. CANCELLATION POLICY/REFUND POLICY

#### 6.1 Cancellation by Us

The booking fee is non-refundable unless **We** cancel the booking. It is very rare for **Us** to have to cancel a booking but as we are open to a large amount of issues that are beyond **Our** control sometimes this may happen. Your booking fee **WILL NOT** be refunded in the case of unsuitable weather conditions, however, can be transferred to another date.

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** will NOT issue refunds for 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



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- 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 you are cancelling due to bad weather for outdoor events on the day providing that you re-book your event for a later date (subject to availability), none of the above cancellation charges will need to be paid and we will allocate any payments already made to the new booking.

### 7. DELIVERY, HIRE AND COLLECTION

- 7.1 The **Hire Period** begins at the time and date stated in the **Our Confirmation of Order**. The **Inflatable Units, Soft Play, Food and the like** 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 **Inflatable Units, Soft Play, Food and the like** 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 a disclaimer which includes a section confirming that there is nothing missing and that there is no visible damage to the **Inflatable Units, Soft Play, Food and the like**. If there are any items missing or if there is any visible damage to the **Inflatable Units, Soft Play, Food and the like**, **You** should inform **Our** staff immediately. We will use all reasonable endeavours to replace missing items or damaged Inflatables, soft play & alike 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 **Inflatable Units, Soft Play, Food and the like** 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 **Inflatable Units, Soft Play, Food and the like**. If **We** are unable to replace or repair the **Inflatable Units, Soft Play, Food and the like**, or if **You** would prefer to reject the damaged or faulty **Inflatable Units, Soft Play, Food and the like**, whether before or after a repair or replacement (if the replaced or repaired **Inflatable Units, Soft Play, Food and the like** is still damaged or faulty), **We** will offer you a refund equal to the remaining, unused part of the **Hire Period**. Alternatively, provided the **Inflatable Units, Soft Play, Food and the like** 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 **Inflatable Units, Soft Play, Food and the like** 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 **Inflatable Units, Soft Play, Food and the like** before the collection time.



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### 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 **Inflatable Units, Soft Play, Food and the like** 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 inflatables. **We** will not be responsible for any damage or injuries caused by the holes. All holes will be filled in to reduce the risk of any damage or injury, however, over time the filling may wear out or reduce.
- 8.4 **You** will not be responsible for any pre-existing damage to **Inflatable Units, Soft Play, Food and the like** 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 Full details of all charges are available on request.

### 9. COMPLAINTS AND FEEDBACK

- 9.1 **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.
- 9.2 All complaints are handled in accordance with **Our** complaints handling policy and procedure.
- 9.3 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 **Inflatable Units, Soft Play, Food and the like**, please contact **Us** in one of the following ways:
- 9.3.1. In writing, addressed to Molly Marriott, Director, Live 9 Events LTD, 39 Burlington Road, Carlton, Nottingham, NG4 3JJ.
- 9.3.2. By email, addressed to Molly Marriott, Director, Live 9 Events LTD, [info@gedlingbouncycastlehire.co.uk](mailto:info@gedlingbouncycastlehire.co.uk)

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

- 10.1 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.
- 10.2 **We** may use your personal information to:
- 10.2.1. Provide **Our** products and services to **You**;
- 10.2.2. Process your payments; and
- 10.2.3. Inform **you** of new products and services available from us. **You** may request that we stop sending you this information at any time.
- 10.3 **We** will not pass on your personal information to any other third parties without obtaining your permission first.