

1. Definitions

- 1.1 The "Client" means the person/s, organisation or company hiring the activity/equipment from the "Company".
- 1.2 The "Company" means Bouncers Leisure Ltd.
- 1.3 'Unsupervised' hire is the hire of the activity/equipment for the 'Client' to operate and supervise.
- 1.4 'Supervised' hire is the hire of the activity/equipment accompanied by a representative of the 'Company' to supervise use of the hired activity/equipment.
- 1.5 'Activity/Equipment' means any item of equipment or activity supplied by the Company under the terms of a Rental Agreement.

2. Rental Agreement

- 2.1 By placing an order with us either verbally, via e-mail or online at www.bouncers-bouncycastlehire.co.uk, regardless of whether a booking form has been returned, it is deemed that the customer has read, understood, fully agreed to and is bound by all our contract terms and conditions of hire.
- 2.2 Responsibility for the accuracy and completeness of all booking details relating to the hire of the activity/equipment lies with the Client.
- 2.3 In the event of circumstances foreseen or unforeseen that prevent us from being able to fulfil our contracted obligations, our liability shall be limited to a refund of any monies paid in relation to the contracted event or a pro rata reduction in the hire fee in the event of a delayed start. No further compensation will be paid irrespective of any loss of earnings.

3. Payment Terms

- 3.1 Payment can be made by credit/debit card using the provided link or by BACs transfer to the Bank Account named in your confirmation email.
- 3.2 We do not accept payments by cheque, unless by prior agreement.
- 3.3 Advertised prices are subject to change without prior notification.

4. Cancellation

- 4.1 The booking fee is non-refundable but can be transferred (at the Companies discretion) to another date within three months of the original booking.
- 4.2 We will not apply a cancellation charge provided 5 calendar days' notice is given of any cancellation. If a cancellation takes place within 5 days of the event, we reserve the right to charge a cancellation fee of up to but not more than 100% of the original hire price.
- 4.3 If the Company cancels due to adverse weather conditions preventing the event from proceeding, no cancellation charge will be applied. The Company reserves the right to cancel the booking if the weather is deemed unsuitable to continue (i.e. strong winds or exceptionally heavy rain).

5. Activity/Equipment

- 5.1 The Company reserves the right to substitute the hired activity/equipment with an activity/equipment of a similar type and value without notice in the event of previous damage or loss of booked activity/equipment.
- 5.2 All sizes quoted are approximate.
- 5.3 All activity/equipment remains the property of the Company at all times.
- 5.4 The Company reserve the right to amend or alter any product specifications without prior notice.

6. Site Location, Facilities & Conduct

- 6.1 Hired activity/equipment will be set up in one location only as agreed on arrival and will not be moved once unloaded and set up, unless by prior agreement.
- 6.2 The Company reserve the right to refuse delivery if the venue or site is deemed to be unsuitable or due to insufficient space to install the activity/equipment by our delivery personnel or if the Client has failed to notify the Company of any delivery obstructions such as stairs/steps or excessive loading distances from our vehicle to the installation site. In such a case no refund will be given, and the full contracted fees will be due to the Company.
- 6.3 The Client is responsible for ensuring that suitable security, first aid cover and crowd control measures are in place prior to start of the event.
- 6.4 The Company reserves the right to cease operation and remove the hired activity/equipment from a site, if at any time a representative of the Company feels that guests or clients conduct endangers the safety of guests, clients, themselves, or the safety of the hired activity/equipment. At no time will any level of abuse directed toward our staff be tolerated. In all such cases no refund will be given, and full contracted fees will be due to the Company.
- 6.5 The Client may make charges to individuals for use of the activity/equipment. The Company or its representatives will not be responsible for receiving, handling, storing, or securing of any monies related to these charges.

7. Liability & Insurance

- 7.1 The Client agrees to indemnify the Company for any loss or damage to the hired equipment howsoever caused and for any loss sustained by the Company due to the non-availability of the equipment to fulfil the Companies further engagements.
- 7.2 The Company accepts no liability for any damage or loss of personal property and or any injury arising from the use of the hired activity/equipment.

8. Damages

- 8.1 If any of the hired activity/equipment or accessories are damaged or lost during the period of hire the Client shall indemnify the Company for the full cost of replacement, or if feasible, repair of any damage done to any activity/equipment howsoever arising, which may occur during the period of the hiring as a result of the hiring. The Company reserves the right 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 then the Company reserve the right to take legal action and all costs will be passed on to the Client.

9. Miscellaneous

- 9.1 The Client will, during the period of the hire, be responsible for the supervision of the activity/equipment (unless supervision is provided by the Company), its care, safety from damage however slight, or change of any sort, and the behaviour of all persons of all ages using the activity/equipment whatever their capacity, including proper supervision of children, to ensure children under school age use the activity/equipment separately to older children or adults. The Client acknowledges that they have read and understand any relevant operating and safety instructions supplied with the activity/equipment. The Company excludes any liability for injury loss or damage caused to any person using the activity/equipment contrary to the terms and conditions of this Contract.
- 9.2 The Client shall not use the activity/equipment for any purpose other than that described in the hiring agreement, and shall not sub hire or use the activity/equipment or allow the activity/equipment to be used for any unlawful purpose or in any unlawful way.
- 9.3 The Client shall follow all reasonable instructions issued by the Company and any of its representatives in respect of the use of the activity/equipment at any point before, during or after the hire period and in particular shall adhere to the following:
 - a) Ensure that individuals using the activity/equipment remove any item of clothing, headwear and/or footwear that is likely to cause damage to the activity/equipment or other users or operators. This includes footwear (where appropriate), spectacles and other visual aids, sharp objects, key-rings, metal studded clothing or any other similar items.
 - b) Ensure that no party poppers, coloured streamers, silly string, food, drink, **water (hosepipes, water pistols etc), soapy water (to create foam!)**, sweets, chewing gum, pets, toys, mud or barbeques are allowed on or near the activity/equipment.
 - c) Ensure that individuals using the activity/equipment are not under the influence of alcohol or any other prescribed medicines or illegal and/or intoxicating substances.
 - d) Ensure that individuals using the activity/equipment do not smoke whilst using the activity/equipment or when within a 2 meter radius of the activity/equipment.
 - e) Not use the activity/equipment in the event of high winds (wind or wind gusts in excess of 22mph) or wet conditions and must locate the activity/equipment on flat ground and be satisfied that there are not any sharp objects on the ground which may damage the activity/equipment. The activity/equipment must also be suitably anchored at all times.
- 9.4 The Client is required to provide access to a working and tested 240-volt 13 amp power supply within 30 metres of the site. Each separate activity/equipment booked will require its own connection from the activity/equipment to the power supply.
- 9.5 The Client will provide the following site conditions.
 - a) A level site for the activity/equipment supplied.
 - b) A minimum access width of 36 inches (or more for larger activity/equipment – the Company will notify the Client of this on booking)
 - c) Ensure the site is free from all debris, sharp objects, animal waste (if animal waste is found then the Company will charge the Client for the ground sheet used and this will then become property of the Client at the end of the said hire).
 - d) The site is within 50 metres of the delivery vehicle. If the site is outside of this distance, the Company reserves the right to cancel the booking and invoice the Client for the agreed contracted price.
- 9.6 The Client shall be deemed to have inspected the activity/equipment and accessories, if supplied, and to have agreed that it is supplied in good condition unless he brings to the attention of the Company once setup and doing a walk-round inspection with a Company representative and any faults noted by the Client must be reported to the Company. Any fault not reported within this time will be deemed to be the responsibility of the Client.
- 9.7 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 prescribed medicines, illegal drugs, and/or intoxicating substances, i.e., alcohol.
- 9.8 In the event of an accident occurring, full written details must be recorded including, name and address of injured party, circumstances of accident, date and place of incident and a copy of the report to be sent to the Company.
- 9.14 At the end of the hire period, the Client shall be responsible for leaving the activity/equipment in a clean and tidy condition; otherwise, the Company reserve the right to make an additional charge. If the Client fails to return the activity/equipment in a clean and tidy condition the Company are entitled to levy a further charge of £30.00 per activity/equipment per hour or part hour for the cleaning and servicing of the activity/equipment, and any loss of hire costs.
- 9.15 In the event of the activity/equipment or any part thereof being rendered unfit for the use for which it has been hired, the Company shall not be liable to the Client for any resulting loss or damage whatsoever. Any refund offered for unusable activity/equipment will be entirely at the discretion of the Company and will be made in writing before any payment will be made.