

Terms and Conditions

These Terms and Conditions are the standard terms for the hire of Equipment by Have A Bounce Limited. *(These are the standard hire rules you need to follow when you hire equipment from us.)*

Table of Contents:

1. Definitions
2. The Contract
3. Your Obligations
 - 3.2. Access and Setup Area
 - 3.4. Safety Rules and Guidelines
4. Hire Period
5. Booking Fee and Final Payment
6. Cancellation Policy / Refund Policy
7. Delivery, Hire and Collection
8. Loss and Damage
9. Insurance
10. Disclaimer and Our Liability
11. Force Majeure
12. Communication and Contact Details
13. Complaints and Feedback
14. Data Protection
15. Governing Law and Jurisdiction

1. DEFINITIONS

“We” / “Us” / “Our” / “Owner” means Have A Bounce Limited trading under Have A Bounce are a Private Limited Company registered in England and Wales.

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

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

“I” / “Me” means you, the hirer of the Equipment;

“User” / “Participant” This refers to the individuals who will be using our equipment. The **Hirer/You** is responsible for ensuring these participants follow the safety rules and adhere to any age, height or weight restrictions.

“Equipment” means any Inflatable Units, Soft Play, Ball Pools, Games and any other products and accessories that supplied by Us and hired by You subject to these Terms and Conditions;

“Order” / “Booking” means Your Order for the Equipment;

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

“Booking Fee” / “Non-Refundable Deposit” means 20% of the total booking value rounded up to the next five pounds which is required at the time of Your Order to secure Your Order;

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

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

“Services” means the services provided with some additional support offered with certain equipment hire. This includes delivery and collection of the equipment by installers, as well as setting it up and packing it away after your event;

“Hire Period” means the specific dates and times for which you will hire the 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 Booking Confirmation**, and **Your** payment of the **Booking Fee**. The **Booking Confirmation** will be provided in writing via email within 48 hours of a booking being taken.

2.3. **Your** signature or **Your** digital signature is required in order for this contract to be deemed accepted and binding upon both of the parties.

2.4. The contract shall be deemed accepted by **Us** at the point **We** issue the **Confirmation of Order/Booking Confirmation**.

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 are essential in your **Order** with **Us** to complete your **Order**. Failure to supply the requested information may delay **Us** in accepting or confirming your **Order**.

3.2. ACCESS AND SETUP AREA

When choosing the site that **Equipment** will be set upon **You** must ensure that the site is suitable and meets the following:

3.2.1. Setup Area

You are responsible for ensuring a clear and level setup area with sufficient space for the equipment. The size of products, along with the space it requires and any specific access needs, are all detailed on the individual product pages.

The area must be free from obstructions like furniture, fences, low-hanging branches, overhead wires, and pet waste. On the day of installation, **You** must ensure that the location is free of all obstacles, debris, animals waste, and pets that may obstruct **Our** staff.

We reserve the right to refuse setup if the designated area is deemed unsafe or unsuitable.

3.2.2. Setup Surfaces

The play equipment must be set up on a flat, stable, and clean surface. Typical suitable surfaces include:

Outdoors: Grass

Indoors: Smooth, hard surfaces, (e.g., wood flooring, carpets, sports hall flooring)

Artificial Grass (Fake Grass):

If you/**Hirer** have artificial grass (also known as fake grass) in your garden outdoors, you/**Hirer** must check with **Us** beforehand to see if it's suitable for setting up the equipment.

To secure **Equipment** bouncy castles/inflatables to the ground on grass outdoors (real or artificial, if approved), we'll use 40cm commercial pegs.

To secure **Equipment** bouncy castles/inflatables to the floor indoors, we will use sandbags.

3.2.3. Bouncy castles and other inflatable play equipment cannot be set up on hard outdoor surfaces such as concrete, tarmac, patios, paving slabs, etc.

3.2.4. **Access**

You/**Hirer** must ensure clear access to the setup area for our delivery team. This includes a pathway wide enough for the equipment and any necessary tools.

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.

3.2.5. The site has the minimum required access width for **Equipment** as detailed upon our website on each individual product page. It is **Your** responsibility to check this for **Your Order**.

3.2.6. There are no large inclines or declines, or other objects such as drainpipes, or wall mounted garden hose that will obstruct access.

3.2.7. **You** must ensure you have a 13-amp UK mains plug socket available within 25 metres of the set-up location. If the nearest plug socket is further away, you must let **Us** know before delivery. **We** can provide a 50-metre extension lead for an additional charge. If power supply is not 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**.

3.2.8. There is an area of free space of at least 2 feet around the site that will be occupied by the **Equipment** for **Our** staff to work in.

3.2.9. **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.

3.2.10. There are no utilities, pipes, cables, conduits or any other equipment buried less than 2(two) feet underground at the site. **We** will not be liable for any damage done to any of the above if **You** supply incorrect information.

3.2.11. On the day of installation, **You** must ensure that the location is free of all obstacles, debris, animals waste, and pets that may obstruct **Our** staff.

3.2.12. **We** CANNOT set up on the Council Land without written permission, or land that is not owned by the hirer unless written permission from the landowner is provided to us by the landowner 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 the landowner. (This DOES NOT apply to halls or venues; however, they must be aware that you are having **Equipment**)

3.2.13. **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**).

3.2.14. **We** are the only people authorised to collect the equipment. Under no circumstances should the equipment be handed to anyone other than our staff. If unsure of any staff member collecting please contact our office on 0800 542 9773 or text/call mobile number 07462011181.

3.2.15. **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.

3.2.16. We reserve the right to refuse to setup or operate any of the **Equipment** if **We** believe the site or venue is unsuitable or unsafe.

3.2.17. **We** will not be held reproachable for any obstructions, nuisance or interference.

3.3. Public use of Equipment

3.3.1. By hiring equipment for public use, **You** are agreeing to be bound by our terms and conditions.

3.3.2. Surcharge for Public Use: A surcharge of 10% will be applied to all equipment hired for public use in any external location, including but not limited to:

Summer fairs

School fetes

Street parties

Public houses ("pubs")

Communal gardens

Council Land

3.3.3. **Hirer Responsibility:**

Safe Use: The **Hirer** is solely responsible for ensuring that all users operate the equipment safely.

Supervision: Responsible supervisors must be present at all times while the equipment is in use by the public. These supervisors must be familiar with the safety rules and guidelines and be able to enforce them effectively.

Safety Rules: **Users** must strictly adhere to the Safety Rules and Guidelines provided at the time of hire. The Hirer is responsible for ensuring that all **Users** are made aware of these rules and that they are strictly enforced at all times.

Liability: The **Hirer** is liable for the safety of all users of the equipment during the hire period. The Hirer is liable for any damage caused to the equipment during the hire period.

3.4. **SAFETY RULES AND GUIDELINES**

During the **Hire Period** **You** must ensure that the following rules are followed:

3.4.1. All **Equipment** must be supervised at all times by a responsible person over the age of 18, preferably **You**, the **Hirer**.

3.4.2. The **Hirer/You** is responsible for the safekeeping of the **Equipment**. **You** will be liable 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.

3.4.3. All **Equipment** must be used in accordance with the height/age of the **User**, the limitations are stated on the product page or the front of each piece of equipment and must be followed at all times.

3.4.4. No adults are to use the **Equipment** unless specified otherwise as suitable for Adults. This is due to manufacturing, safety and insurance reasons.

3.4.5. Ensure that the entrances and exits of the **Equipment** are clear.

3.4.6. No Food, no Drinks, no Shoes, no Mud, no Confetti, no Poppers, no Silly strings, no Body Painting, no Face Painting or Glitter, No water games, No chewing gums, no Lollies, etc. to be allowed on or near the Equipment and the like this will avoid choking, mess, or damage.

The hirer gives **Us** permission to charge the hirer/**You** for a cleaning/damage fee from £50 to replacement value, plus loss of hire per item if there are missing parts, or items are in an unclean or damaged state upon collection.

3.4.7. Do not attach or stick any tape, posters, pictures, banners, labels, or balloon arches to our equipment/artwork.

3.4.8. No glass, drinking glasses or bottles to be used on or near the **Equipment**. STRICTLY NO alcohol or drug use on or near the **Equipment**.

3.4.9. We advise all **Users** to wear socks and shoes must be REMOVED before using any of our **Equipment**.

Appropriate clothing must be worn by all users of our equipment at all times. This includes making sure all users wear socks and all exposed skin is covered to avoid burns, injury or friction burns. During hot weather inflatables and PVC can become extremely hot. If the inflatable becomes too hot it mustn't be used until the temperature has cooled.

3.4.10. All loose clothing, shoes, jewellery, badges MUST be removed before using the **Equipment**. We also recommend spectacles be removed.

3.4.11. 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, loss of business, repair or replacement of the **Equipment**.

3.4.12. NO smoking or barbeques close enough to cause any damage to **Equipment**. (Allow 5 meters away from the **Equipment**. Consider the wind too).

3.4.13. Please ensure that **Users** ARE NOT attempting somersaults and backflips.

3.4.14. If you are hiring the Disco Dome, please be aware that this item has flashing lights. The hirer/**You** 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.

3.4.15. 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 liable for.

3.4.16. The front step is to help **Users** on and off the castle. It SHOULD NOT be played on.

3.4.17. The Fun Run, Obstacle Course, or Assault Course entrance step should only ever be used as an entrance. Do not allow **Users** to exit from the entrance step.

3.4.18. DO NOT allow **Users** to play or bounce on the slide as it is DANGEROUS and can cause injury.

3.4.19. NO running up the slide, as it is DANGEROUS and can cause injury.

3.4.20. For everyone's safety, STRICLY NO CLIMBING, hanging, or sitting on the walls or other parts of the inflatable such as protective netting, including the roof or side walls of the slide. This can be DANGEROUS and lead to injuries.

3.4.21. **SOFT PLAY AND BALL POOL / SAFETY GUIDELINES**

Age Restrictions: The ball pool and soft play **Equipment** are designed for children only. The Hirer/**You** is responsible for ensuring that adults refrain from using ball pool! Ensure that no one with a history of back or neck problems is allowed on the **Equipment** or any child who is feeling unwell.

3.4.22. The Hirer/**You** is responsible for ensuring that all soft play balls are bagged and ready for collection by the driver upon arrival. Please allow 10-15 minutes for the Soft Play Ball collection. Failure to do so may result in a delay in collection, our driver being late for other collections, and could incur additional charges.

Please note that any delays caused by the hirer/**You** or their guests may incur a charge of £50 per hour. This also applies if the soft play balls are not bagged and ready for collection upon pickup.

3.4.23. To ensure the safety of all **Users** and to maintain the equipment in top condition, we kindly request that adult guests/**Users** refrain from using the soft play shapes, ball pool walls, soft rockers, or any other soft play items as seating. Sitting on these items can cause them to lose their shape and DAMAGE them.

3.4.24. 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. Pets are not allowed in the play area for everyone's safety.

3.4.25. NO Plastic toys with sharp edges or any other hard items that could injure children. These items pose a risk of injury to other **Users** and can damage the soft play Equipment. Furniture is not allowed on the mats as this can cause damage too.

3.4.26. **ENSURE THE SAFETY OF ALL USERS**

Users MUST NOT push, fight or behaving in a manner likely to injure or cause distress to others.

3.4.27. Safe Use and Capacity:

Maximum **User** Numbers: To ensure the safety and enjoyment of all **Users**, the equipment has a designated maximum capacity based on age and size/height.

Finding Capacity Information: This information is clearly displayed on the front of the inflatable/bouncy castle itself or can be found on the product page on our website.

Additional Safety Resources: We also provide a Safety Rules and Risk Assessments pack with your **Booking Confirmation** for your reference.

3.4.28. NEVER switch the **Equipment** off when in use as injury and suffocation can occur.

3.4.29. The hirer/**You** is NOT PERMITTED to dismantle the **Equipment** you may, however, switch the blower off at the mains when the inflatable is not being used.

3.4.30. Do not allow anyone to be on the **Equipment** during inflation or deflation as this is DANGEROUS and can damage **Equipment**.

3.4.31. 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. If **You** decide to cancel due to bad weather forecast the cancellation charges will apply, refer to (clause 6.2.)

3.4.32. 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 dries any remaining wetness before allowing **Users** back on. If it does rains throughout the booking during your hire no refund will be given.

3.4.33. For outdoor hires, a wind speed reading will be taken before setting up any **Equipment**, that has a wind limit, by our staff member delivering the bouncy castle to ensure the wind is not above 24mph 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 24mph.

3.4.34. Long Term Hire - If the **Equipment** is damaged during the hire, we 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.

3.4.35. 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 24mph. The **Hirer** should be actively looking for potential hazards throughout the hire period.

This could involve checking the equipment for damage, monitoring weather conditions, and ensuring participants are using the equipment safely according to age, height, and weight restrictions.

If a hazard is identified, the hirer should take steps to mitigate the risk. This might involve stopping the use of the equipment, adjusting supervision, or asking certain participants not to use it.

3.4.36. All **Users**/persons using the **Equipment** do so at their own risk. The **Hirer**/person/organization hiring the equipment will be responsible/liable for any damage or injury occurring from or as a result of misuse or reckless use.

To ensure the safety of everyone using the **Equipment**, the **Hirer** is solely responsible for making sure the following safety rules and guidelines are followed. We cannot accept any responsibility for any injury caused to anyone using this equipment.

3.5. Safety is important. Although our **Equipment** is designed for fun. **You** and **Users**, **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 the supervision of the **Equipment**, its care, safety from damage and the behaviour of all **Users**, 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 or refuse delivery/setup, 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 or setup 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 Booking Confirmation** email or **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 Booking Confirmation** or **Confirmation of Order** under delivery time/collection time.

4.3. If **You** wish to extend **Your** hire period beyond the originally agreed-upon timeframe, please contact **Us** via email, phone, text, or any other electronic means. **We** will confirm availability and any applicable additional fees for the extended period at that time.

5. BOOKING FEES AND FINAL PAYMENT

5.1. When placing **Your Order/Booking**, **You** will be required to pay the **Booking Fee/Non-Refundable Deposit**. NO BOOKINGS ARE CONFIRMED UNTIL THE BOOKING FEE HAS BEEN RECEIVED.

5.2. If paying in full, full payment constitutes of the **Booking Fee/Non-Refundable Deposit** and 80% hire fee, these percentages make up the total booking value on **Your Order/Booking**.

5.3. The price for the **Equipment** will be shown on **Our** website current at the time of **Your Order/Booking**.

5.4. Overnight and Multi-Day bookings must be in a 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/Bookings** placed during such a period will be accepted at the special price.

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** or cancellation charge will be applied, refer to (clause 6.2.).

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 the full amount.

5.8 Amending your **Order** to a lesser amount. In this case the **Booking Fee** will be worked out for the items removed and this will be added as a cancellation charge to your booking. I.e., **You** wish to cancel a £100 item, the **Booking Fee** of £20 would be added as a charge.

5.9 If **You** have booked a package and wish to amend your **Order** the package prices will be lost, we will not remove the item at its full price value. **We** will check if your **Order** meets any other package requirements, if it does not then you will be charged at individual pricing.

5.10. **Payment Method.**

5.11. **We** accept payments via “Square” online payment (*all major cards accepted*), Bank Transfer, or Cash on Delivery (COD).

We do not currently accept card payments in person, over the phone, or through other digital methods.

5.12. All outstanding balances must be settled in full before the start of your **Hire Period** or paid in Cash On Delivery. Payment for events including weddings must be paid in full up to 48 hours before the **Hire Period**.

5.13. In unforeseen circumstances, we may also need to charge you for:

Delays beyond the agreed-upon pick-up time.

Any last-minute requests that require additional work on our part.

Extensions to the hire period beyond the original booking.

Any damage, loss, or excessive cleaning costs incurred due to the equipment's use.

The outstanding balance of your booking if not settled after the hire period.

6. **CANCELLATION POLICY / REFUND POLICY**

6.1. **Cancellation by Us**

The **Booking Fee/Non-Refundable Deposit** 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, the area is not suitable for the setup, 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.

6.1.1. **Bad Weather**

6.1.2. We do our best to make sure your booking goes ahead. Our priority is delivering the **Equipment** and **Service** you've booked.

While we can't control the weather, please note our charges remain the same regardless of the weather conditions. That means we'll deliver your order even if rain is forecast or there are showers on and off.

However, in adverse weather conditions, we might need to cancel your booking as specified below subclause 6.1.3, but that's quite unlikely.

6.1.3. **We** reserve the right to cancel the booking due to adverse weather conditions, such as strong winds (gusts of 20-24 mph), heavy rain, cold weather below 8°C, snow, hail, thunder and lightning.

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

If **You** have paid in full, **We** will refund the balance minus the **Booking Fee/Non-Refundable Deposit** as this is only transferrable as stated above. Any refund due to **You** will be made as soon as is reasonably possible and within 28 calendar days of the date on which **We** agree that **You** are entitled to a refund.

If **You** wish to move or change the **Order**, we will work with you to provide our services on an alternative date or change of equipment. In this case, **You** will need to discuss this option with **Us** as we review available options (dates, equipment availability, etc).

6.1.4. **Force Majeure**

If **We** have to cancel due to Force Majeure (clause 11.) none of the below cancellation charges will need to be paid however your **Booking Fee/Non-Refundable Deposit** is non-refundable only transferable to a date within six **Months** of **Your** original **Hire Period**.

If **You** have paid in full and wish to cancel your **Order**, **We** will refund the balance minus the **Booking Fee/Non-Refundable Deposit** as this is only transferrable as stated above. Any refund due to **You** will be made as soon as is reasonably possible and within 28 calendar days of the date on which **We** agree that **You** are entitled to a refund.

If **You** wish to move or change the **Order**, we will work with you to provide our services on an alternative date or change of equipment. In this case, **You** will need to discuss this option with **Us** as we review available options (dates, equipment availability, etc). In this case **We** will not refund the balance.

6.2. CANCELLATION by You/Hirer

6.2.1. The **Booking Fee/Non-Refundable Deposit** is non-refundable under any circumstances. This emphasizes that there are no exceptions to this policy. Even if you cancel due to bad weather, illness, or any other reason, you will still lose the **Booking Fee/Non-Refundable Deposit**.

Any cancelled orders are subject to the following cancellation charges:

- 14 calendar days or more prior to the event date, you will forfeit your booking fee
- 10 calendar days prior to the event date, 50% of the total booking must be paid
- 7 calendar days prior to the event date, 100% of the total booking must be paid

An example of how we calculate the Cancellation 10 calendar days prior to the event date:

Event date: April 11th

Subtract 10 days: April 11th - 10 days = April 1st (10 calendar days prior to the event date)

If **You** request a cancellation on the 1st of April and **Your** event is on the 11th of April that will be counted as Cancellation 10 calendar days prior to the event date.

6.2.2. If **You** cancel for any reason and have paid in full, **We** will refund any money due in line with the cancellation charges above, any refund due to **You** will be made as soon as is reasonably possible and within 28 calendar days of the date on which **We** agree that **You** are entitled to a refund.

6.2.3. 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.

6.2.4. If **You** decide to cancel due to bad weather forecast prior to the day of the event then the cancellation charges above will apply.

6.4.3. If **You** wish to amend your **Order** to a lesser amount the **Booking Fee** will be worked out for the items removed and this will be added as a cancellation charge to your booking. I.e., **You** wish to cancel a £100 item, the **Booking Fee** would be £20.

If **You** have booked a package and wish to amend your **Order** the package prices will be lost, we will not remove the item at its full price value. **We** will check if your **Order** meets any other package requirements, if it does not then you will be charged at individual pricing.

7. DELIVERY, HIRE AND COLLECTION

7.1. The **Hire Period** begins at the time and date stated in the **Our Confirmation of Order/Booking Confirmation**. 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** is undamaged and that all other items to be supplied are complete and clean. At the time of delivery and set up you will be asked by **Our** staff to sign the Hire Agreement and Disclaimer Form which includes a section confirming that nothing is missing and that there is no visible damage to the **Equipment**. If any items are 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** 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** officially begins upon the signing of the **Contract/Hire Agreement** and acceptance of our Terms and Conditions. This is the legally binding document that outlines the terms and conditions of your hire.

The **Hire Period** concludes when our staff arrives at the site to collect the equipment, which will be as close to the collection time stated in your Confirmation as possible.

Important Note: It's important to understand that **We** are not liable for any injuries that may occur during the set-up or collection of the equipment.

Hirer's Responsibility: The **Hirer** remains responsible for ensuring all safety measures are in place until our staff have completely left your premises.

Important Notes:

To ensure a smooth collection process, please remove all personal belongings from the equipment before the collection time.

Our staff will work efficiently to pack away the equipment once they arrive.

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. Ground Anchor Use and Disclaimer:

For safety, **We** use commercial 40-50cm long pegs to secure equipment. These pegs may cause minor surface markings. **We** are not liable for any damage to the ground/lawn/artificial grass or other surfaces or damage to underground utilities or services caused by the use of these pegs.

Venue/Halls/Sports Centres and Disclaimer:

Floor Suitability: Prior to booking, you are responsible for checking your venue's flooring surface and ensuring its compatibility with the **Equipment You** intend to hire.

Considering protective measures: If your venue's flooring requires additional protection, **You** may need to acquire appropriate floor coverings at **Your** own expense.

We strongly advise that **You** investigate these requirements before booking to avoid any potential issues on the day of **Your** event.

We will not be held liable for any damage caused to the venue's flooring during set-up, use, or collection of our equipment.

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 the 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 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. DISCLAIMER AND OUR LIABILITY

10.1. Please note that all **Users**/persons using this equipment do so at their own risk. The **Hirer** / person / organization hiring the equipment will be responsible/liable for any damage or injury occurring from or as a result of misuse or reckless use.

10.2. Have A Bounce Ltd / **We** excludes any liability for injury, loss, or damage caused to any **User**/person using the equipment contrary to the terms and conditions of this contract. These guidelines are for the safety of all people using this equipment, and it is the sole responsibility of the hirer to ensure they are adhered to. We cannot accept any responsibility for any injury caused to anyone using this equipment.

10.3. **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.

10.3. 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**.

10.4. **HIRER ACCEPTANCE of TERMS and CONDITIONS of hire**

A legally binding contract between **Us** and **You** will be created upon **Our** acceptance of **Your Order/Booking**, indicated by **Confirmation of Order/Booking Confirmation**, and **Your** payment of the **Booking Fee/Non-Refundable Deposit**. **You** are also confirming you have read, understood and agree to these Terms and Conditions by paying your **Booking Fee/Non-Refundable Deposit** or Full Balance and proceeding with your booking.

THE HIRER

I, the undersigned (the '**Hirer**'), voluntarily make and grant this Waiver of Liability and Assumption of Risk in favour of Have A Bounce Ltd (the '**Owner**') as partial consideration (in addition to monies paid to the Owner) for the opportunity to use the equipment, materials and/or other products of the Owner, and/or to receive assistance, training, guidance and/or instruction from the personnel of the Owner and/or to engage in the activities, events, sports, festivities and/or gatherings.

I hereby waive and release any claims whether in contract or for personal injury, property damage, damages, losses and/or death that may arise from my aforementioned use or receipt, as I understand and recognise that there are certain risks, dangers and perils connected with such use and/ or receipt, which I hereby acknowledge to have been fully explained to me and which I fully understand, and which I nevertheless accept, assume and undertake after inquiry and investigation as to the nature and extent of such risks has shown those risks to be wholly satisfactory and acceptable to me.

I further agree to use my best judgment in undertaking these activities, use and/or receipt and to strictly adhere to all safety rules, guidelines, instructions, recommendations and Terms and Conditions whether oral or written.

I hereby certify that I am a competent adult assuming these risks of my own free will, being under no compulsion or duress.

I hereby take full responsibility of the products in good order and am fully responsible for the supervision and safekeeping and informing other **Users**/persons and/or guardians of the risks associated with the use of the equipment and the responsibility of Liability and Assumption of Risk is waived from the Owner.

This Waiver of Liability and Assumption of Risk is effective upon **Our** acceptance of **Your Order/Booking**, indicated by **Confirmation of Order/Booking Confirmation**, and **Your** payment of the **Booking Fee/Non-Refundable Deposit**.

I DECLARE that I have read and understand these Terms and Conditions of hire and any relevant operating instructions, Safety Rules, and Guidelines supplied with the

equipment, and I sign the contract fully aware of the implications and responsibilities placed upon me by doing so.

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 affecting the delivery of Equipment to a location by the specified time, weather affecting the use of equipment, power failure, industrial action, civil unrest, fire, explosion, flood, storms, earthquakes, acts of war, governmental action, epidemic, pandemic or other natural disasters or anything else that is beyond **Our** control.

11.1.1. Force Majeure Cancellation

If **We** have to cancel due to Force Majeure, none of the cancellation charges outlined in section (clause 6.2.) will need to be paid however your **Booking Fee/Non-Refundable deposit** is non-refundable only transferable to a date within six **Months** of **Your** original **Hire Period**.

If **You** have paid in full and wish to cancel your **Order**, **We** will refund any money due in line with the cancellation charges outlined in section (clause 6.2.) Any refund due to **You** will be made as soon as is reasonably possible and within 28 calendar days of the date on which **We** agree that **You** are entitled to a refund.

If **You** wish to move or change the **Order**, we will work with you to provide our services on an alternative date or change of equipment. In this case, **You** will need to discuss this option with **Us** as we review available options (dates, equipment availability, etc). In this case **We** will not refund the balance.

12. COMMUNICATION AND CONTACT DETAILS

If you wish to contact **Us** for any reason, **You** may contact **Us** by:

Telephone on 0800 542 9773 or Mobile call/text 07462 011 181.

Email at hire@haveabounce.co.uk

Have A Bounce Ltd, 4 Hartshill, Guildford, GU2 8LN.

13. COMPLAINTS AND FEEDBACK

13.1. **We** value your feedback. **We** always strive to ensure a positive experience for all **our** customers. However, if **You** have any reason to complain, please don't hesitate to get in touch.

13.2. All complaints are handled in accordance with **Our** complaints handling policy and procedure.

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 **Hirer/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:

Telephone on 0800 542 9773 or Mobile call/text 07462 011 181.

Email at hire@haveabounce.co.uk

Have A Bounce Ltd, 4 Hartshill, Guildford, GU2 8LN.

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, contact details) 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.