

TERMS AND CONDITIONS

For the purpose of this agreement reference to: The word "Client" or the word "You" refers to the Hirer The word "Company" or the word "Us" or the term "Amazing Bouncy Castles" refers to Paul Cotton trading as Amazing Bouncy Castles. These terms are categorised in two sections. For the avoidance of doubt, the heading "Terms for Equipment Hire" relates to any booking involving the hire of any equipment. Terms under the heading "Cancellation Policy" Apply to ALL bookings.

TERMS FOR EQUIPMENT HIRE

1. Any queries by you in relation to these terms MUST be made in writing within 24 hours of receiving your confirmation letter otherwise it will be deemed that the these terms are accepted and agreed.
2. To confirm we may require a deposit. Any such deposit will be detailed on your booking confirmation, and if applicable is expected to reach us within 24 hours of receiving the confirmation letter. If you are hiring equipment, the balance is due when we deliver. If we have not received the deposit within 24 hours we reserve the right to cancel your booking, at which point cancellation charges may also apply.
3. In addition to these terms you will be required to sign a hire agreement on the day of hire which will include a damage report and safety guidance. We will be unable to deliver the equipment unless the person who has hired is present for the safety briefing and to sign the relevant paperwork, unless this has been arranged with ourselves prior to the day of the booking.
4. The client will be responsible for booking and paying for the venue. The Client is also responsible for ensuring that the venue is suitable for the purpose of the equipment being hired from us, including access and size. If the equipment is being placed outside at your home or a venue, Bouncy Castles must be sited on grass, which must be clear of animal deposits. Equipment must not be located near sand (including not near a sand pit), or near woodchip/bark chippings. Bouncy Castles cannot be sited on hard standing in part or in full, which includes artificial grass. The ground must not have a gradient greater than 5%. If we arrive and the venue is not suitable, we reserve the right to refuse hire (without liability to Amazing Bouncy Castles), and subject to the cancellation charges laid out in this agreement. Amazing Bouncy Castles will not hire to communal areas or parks. If you require guidance on the above, this must be sought prior to the booking being made.
5. You must notify us prior to delivery if access to your garden can only be achieved through your house, or if there are more than 3 steps to travel across. We must also be notified prior to arrival if parking directly outside your house is not possible.
6. We will arrive for delivery at any time within the access time and the start of your party time, allowing enough time for us to set up the equipment under normal circumstance for the start of your party time.
7. If the booking is to be held in a hall, we will require a minimum of 1 hour either side of your party times to allow for set up and take down. If you are unable to provide us with an hour set up/take down either side of your party times, we will endeavour to have everything set up and delivered in time. If we are unable to do so, you accept this to be the case, and agree there will

be no liability on Amazing Bouncy Castles in failing to have everything set up within a time period of less than 1 hour prior to the start of your party.

8. You must ensure we have a clear route of access upon arrival. Depending on our schedule for the day, we may be unable to wait for you to clear an access path, at which point we reserve the right to refuse hire. If we are able, and are forced to deliver at a later time on the same day, there may be a surcharge of a minimum of £10 for the additional delivery the exact charge would be notified to you at the time, and if we need to cancel as a result of lack of access on arrival, or you agreeing to any additional charges in this relation to re attending due to lack of access at the first attempt, this will be without liability to Amazing Bouncy Castles and subject to the cancellation charges laid out in this agreement.

9. As we are a leisure industry we are exempt from requiring to give a 14 day cooling off period. You should therefore be happy with the terms prior to making payment.

10. Should the party be cancelled or altered in any way including, date time or location from that of the original booking, and we are unable to fulfil the requested amendment due to other booking commitments, and as a result you request to cancel the original booking, then no refund will be due under any circumstance, other than inclement weather, as laid out in this agreement. You will also be subject to the cancellation charges as laid out in this agreement.

11. It is agreed that cancellation as a result of inclement weather will be at the sole discretion of Amazing Bouncy Castles. If Amazing Bouncy Castles deem it safe enough to use the equipment and You decide to cancel the booking, then our normal cancellation terms will apply. Amazing Bouncy Castles will cancel the booking if, in our opinion, it would be unsafe to the users or cause damage to the equipment as a result of the forecast weather conditions, using either the BBC website, XCWeather or the Met Office Website. This may be notified to you at any time up to the point of delivery. If the weather conditions change during the period of hire we also reserve the right to collect the equipment during the hire period without liability to Amazing Bouncy Castles. If your booking is cancelled entirely by Amazing Bouncy Castles as a result of inclement weather, then We will issue You with a credit note to be used against a future booking to take place within 12 months of the original booking. The credit note will be equal to any monies paid by the Client to date. If we are forced to collect the equipment before 50% of the hire period has expired as a result of changing weather conditions, then You will receive a credit note equal to 25% of the monies paid to date to be used against a future booking within 12 months of the original booking. If we are forced to collect the equipment due to changing weather conditions after 50% of your booking time has expired, no refund or credit note will be due. Only one replacement booking will be offered, and it is understood that if the replacement booking needs to be changed or altered by the client for any reason, or is effected by inclement weather, then any monies paid on the original booking will at that point be lost, not carried forward or refunded in part or in full.

12. In the event that Amazing Bouncy Castles arrives at the agreed venue at the agreed time to deliver the equipment and there is either no Client present, or the Client turns us away for any reason, or the venue is not large enough or suitable for the equipment that has been booked, or we are unable to gain access to the venue, or access is unsuitable, or any balance of payment is not tendered, then 100% of the booking will be due within 7 days of the date of the booking, regardless of any monies have been paid to date or not. If any payment notified is not paid in full by the Client within 7 days, then You agree to a £50 administration charge to be levied in order to cover our administration in progressing the matter, and agree to any other fees which may become due as a result of further action required.

13. In the unlikely event that we are delayed in getting to your booking as a result of unavoidable circumstance, which, whilst not confined to these events, could include; a road traffic accident, heavy traffic, broken down vehicle, fallen tree blocking our route, we will endeavour to get to your

event as soon as possible. We will notify you as soon as possible if any of these events are likely to affect your booking. In the event it is likely to result in us being unable to fulfil your booking, we will in the first instance seek to offer you an alternative product of at least identical value to that which You have booked, for the same time as your original booking. If this is unacceptable, unavailable or not possible, then we agree to provide the contents of your original booking at the first available opportunity without charge. Please be aware this may be in the future due to existing future bookings at the time of the event, and You agree to be flexible with regards to time and date of any rescheduled event should your first choice not be available. You agree that there will be no further liability on Amazing Bouncy Castles if we are unable to fulfil your booking in full or in part as a result of such unforeseen circumstances.

14. In the unlikely event that the equipment You are hiring has been damaged or soiled beyond an acceptable level in a previous booking, and we are unable to get it repaired or clean prior to your booking, we will in the first instance seek to offer you an alternative product of at least identical value to that which You have booked for the same time as your original booking, and by agreeing to these terms, you agree to accept this. If this is not possible, then we agree to provide the contents of your original booking at the first available opportunity without charge. Please be aware this may be in the future due to existing future bookings at the time of the event, and You agree to be flexible with regards to time and date of any rescheduled event should your first choice not be available. You agree that there will be no further liability on Amazing Bouncy Castles if we are unable to fulfil your booking in full or in part as a result of such unforeseen circumstances.

15. NO FACE PAINT, COLOURED OR GLITTER HAIRSPRAY, STICK ON TATTOOS, GLITTER TATTOOS, SILLY STRING, PARTY POPPERS, FOOD OR DRINK ARTS AND CRAFTS, BALLOONS CONTAINING FOIL OR CONFETTI ARE ALLOWED NEAR OR ON ANY OF OUR EQUIPMENT. We reserve the right to refuse hire without liability to Amazing Bouncy Castles on this basis if we believe there is a risk of these items coming into contact with the equipment. This does not however remove the Client's requirement to ensure these items do not come into contact with the equipment, or remove their liability for damages resulting from any of these items coming into contact with the equipment.

16. If the castle is left soiled or damaged for any reason to any areas which are not noted on the damage report completed at the outset of the hire as already being marked, You will be liable for a cleaning charge of at least £50 or repair costs if repair is required. You agree that the decision to repair is at the discretion of Amazing Bouncy Castles and that our decision will be final. The Client is therefore responsible for checking they are happy with condition of the equipment before signing the hire agreement and damage report at the start of the hire period. Any damage will be highlighted to You at the end of the hire period, where possible, and in any case within 48 hours of the end of the hire period. Any such payment will be due within 7 days of notification to You in writing by Amazing Bouncy Castles, and You agree to accept our reasonable costs for cleaning and/or repair if required. You agree that any cleaning will in the first instance be carried out by Amazing Bouncy Castles, and that the cleaning charge will represent our time and materials for doing so. If repairs are required to be carried out, You agree to our preferred repairer, and agree to any costs, so long as they are reasonable. If repairs are required, You agree that will levy a £50 cost in addition to the cost of the repairs to cover our time and expense of taking the equipment to our repairer. If payment for any cleaning or damage repairs notified is not paid in full by the Client within 7 days, then You agree to a £50 administration charge to be levied in order to cover our administration in progressing the matter, and agree to any other fees which may become due as a result of further action required. We reserve the right where an item is soiled or damaged and unable in our opinion to be used in future bookings to charge for loss of

business at the rate equivalent to one hire per month, from the point of the damage taking place, until payment is received by the hirer for any damage caused.

17. Upon delivery You will be required to sign a copy of the conditions of hire.

18. The period of hire is based on a maximum period of 10 hours, unless agreed otherwise. There is no minimum period of hire.

18a. If collection is required after 6pm between the months of October – March, and 8pm between the months of April - September, a surcharge of at least £20 per hour will be levied which will be added to the cost of your booking. The exact surcharge will depend on the actual time you require collection, and we may be unable to fulfil your first choice, depending on other bookings. If collection after these times is at our choice, then no charge will be made. The anticipated collection time will be notified at the point of delivery due to our schedules changing up to the point of delivery.

CANCELLATION POLICY

19. Our Cancellation terms apply to ALL bookings. There may be additional cancellation terms relating specifically either Equipment Hire or Entertainment Hire, and these are detailed under the relevant headings above, and are in addition to any cancellation terms listed in this section of the terms.

20. Cancellation charges will apply if the booking is cancelled by you or by us with the exception of any circumstances (such as but not limited to inclement weather) highlighted in the headings above relating to the type of booking you have made.

21. Cancellation charges will apply as set out in these terms regardless of if any monies have been received or not. Any monies received will be deducted from any relevant cancellation charge that may apply.

22. Should the booking be cancelled for any reason within 24 hours of the receipt of the booking confirmation then no charges will apply, with the exception of same day bookings, or bookings made within 24 hours of the hire date and time, at which point 100% cancellation charges will apply.

23. Should the booking be cancelled for any reason between 90 days and 28 days prior to the event date, then 50% of the booking value will be due.

24. Should the booking be cancelled for any reason between 27 days and 14 days prior to the event date, then 75% of the booking value will be due.

25. Should the booking be cancelled for any reason between 13 days and the event date, then 100% of the booking value will be due.

26. Any Cancellation charge will be due in full within 7 days of cancellation. Should payment not be received in full within 7 days, then You agree to a £50 administration charge to be levied in order to cover our administration in progressing the matter, and agree to any other fees which may become due as a result of further action required.

SOCIAL MEDIA

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Manager P. Cotton