

Hire Agreement

**PLEASE READ HIRE AGREEMENT FULLY Rental Terms & Conditions
(Please read through carefully)**

**ONCE SIGNED YOU HAVE CONFIRMED AND AGREED TO ADHERE TO
EVERYTHING WRITTEN IN THIS AGREEMENT.**

CONFIRMED BOOKING

Bookings are confirmed when damage deposit is secured by the customer. The damage deposit varies in price depending on what you are ordering. Damage deposits can range from a minimum of £30, to a maximum of 50% OFF your booking, (this is dependant on the item the customer is booking). Damage deposits are necessary, to ensure we as a company are covered by damages, dirt, losses and tidying up of ball pit balls. This means that if items are damaged, dirty, lost and balls are not put back into the ball bag, you will loose your holding deposit. Also, any extra charges will be applied if equipment is damaged to whereby they are unusable. Failure to sign the hire agreement and not pay the damage deposit will not secure your booking.

Please beware that the person who signs the hire agreement is responsible and obliged to adhere to our (the hirer) terms & conditions policy. Upon receiving the signed hire agreement from you (the consumer) a confirmed booking email or text message or via WhatsApp text message will be sent from us (the hirer) to you (the consumer).

FEES

OUTSTANDING BALANCE

All payments for hire are subject and dependant on each individual customer and the items hired, distance of hire, placement of hire items and timings of booking. Failure to make the full payment (by bank transfer or cash) of the outstanding balance before the driver arrives, or before he sets up hire equipment means the booking will not be fulfilled and you will loose your refundable deposit.

You will also lose full monies once the items are placed on the van when loading, driver arrives at your place of hire and the items do not fit. It is your responsibility to make sure all items fit in the space you have allocated for the equipment.

Any disputes and non payments of monies will be dealt with accordingly by law. Clients will be liable to pay for all court fees applied if any payments are not made for the services provided.

Please note all correspondence from Childsplay Hire to customers via text message, WhatsApp business message and email will be used as evidence should you choose not to pay the outstanding balance when necessary.

BOOKING FEES

Customers need to book their hire 24 hours in advance. Bookings made within 24 hours of their hire will be charged a late booking fee. Our last pick up time is 7pm between Monday and Saturdays and 6pm on Sundays, customers who would like to hire items later than these times, will be charged by the hour. Please contact us for further information.

Then minimum order spend is £50 and is dependent on if you're within our 5 mile radius. For all bookings outside our 5 mile radius please contact us to find out the minimum order spend.

REFUNDABLE DEPOSITS

Damage deposits will be lost if equipment is damaged, stained or dirty. For bespoke designs deposits are non-refundable once you've booked. This means that you only have 24 hours to cancel your booking. If you would like to cancel the bespoke design after the 24 hour spectrum you will lose your refundable deposit as the process of creating the design would have commenced after 24 hours. Refundable deposits are also subject to change depending on the amount of products hired, type of environment the products are in, and the length of time you would like to hire equipment. The refundable deposit can range from £30 to 50% OFF your booking. All refundable deposits will be returned between 5 - 10 days after your hire.

DELIVERY FEES

If clients do not live in our 5 mile radius they will be charged a delivery fee. The fee will be dependant on the distance of hire.

BESPOKE DESIGNS

When booking bespoke designs customers will inform us of the design they would like produced. Once confirmed the design team will commence with the project. We will then show the customer the design and change what is necessary, and will only approve and print the design once the customer has confirmed they are happy with the design. All correspondence with clients will be in text form or email. The minimum cost for bespoke designs are £100 +. If the customer is not happy with the design on the day of hire, they will not be refunded the refundable deposit,.

EQUIPMENT OVERNIGHT STAY

Equipment that is held overnight will be charged an additional charge. The collections for overnight is generally between 8am and 10am unless agreed otherwise between the client and Childsplay Hire Ltd.

PARKING FEES

Please be aware when hiring equipment from us (Childsplay Hire) the client must supply a parking space whether this be a visitors parking payment, pay by meter and etc. If there is no parking available and we receive a parking ticket customers will be sent an invoice by email or post, whereby payment will need be paid by the client. If the parking notice isn't paid by the client, the matter will be taken to court.

GENERATOR HIRE

When hiring generators it is customers responsibility to get permission from their local authority / council, Whether this be bookings in public parks, public spaces, communal areas or back gardens.

DRY HIRE / SELF SET UP

When hiring a dry hire / self set up the client is responsible for setting up all equipment and packing away all equipment. We (the driver) is responsible for delivering at your required location and collecting at the specified location. We do not set up or pack away dry hire / self set ups.

PLEASE NOTE: We only allow dry hire / self set up with soft play equipment, toys and fun foods.

REFUND & CANCELLATION POLICY

In some circumstances, we (the hirer) may need to cancel a booking due to bad weather conditions, such as torrential rains or wind speeds hire than 24mph (if the location is an outside booking). if you (the consumer) can get an alternative location (in a building) we will no longer need to cancel. if we do need to cancel we will contact you before doing so. In the circumstance that we do cancel your booking you will be refunded your deposit. If you need to cancel a booking please let us know 7 days in advance. Failing to let us know before this time you will lose your deposit. If you do not wish to lose your deposit you can reschedule your day of hire. In the event you still want to hire an inflatable in the rain, and we set up the equipment and decide there after you'll like to cancel the hire, you the consumer will be required to pay full balance of hire and will not be refunded.

In the event that you the consumer has given us the wrong measurements of the space the bouncy castle will be located in, and we drive, deliver or set up the equipment, you will still be required to pay full balance of any monies outstanding and you will lose any monies paid prior to the delivery.

Full payments of hire must be made before we deliver to you unless paying by cash. If full monies is not paid the day before your hire (if paying by card), we will not deliver to you.

If paying by cash this must be done before the driver sets up otherwise they will not set up the equipment.

If customers supply the wrong delivery address when placing their booking, whether this be the wrong postcode inputted, or name of building or business, it will not be our responsibility to cover any costs or issue refunds if the driver is late. All drivers follow an APP where they can access the address, you the client provided when placing you're booking. Drivers tap the address via the APP which takes them to the Google maps Sat Nav. When the address provided by the client is wrong Google will provide the driver with the best matched address it can find. This means Google will select the best address it can come up with the details provided by clients. This means there's a 99% chance the driver will be taken to the wrong address. Please provide the correct address to avoid any disappointments.

ADDITIONAL CHARGES

Please take note of the additional charges you may occur if you go ahead with the booking; 1.1: If you live in the congestion charge zone you will be charged the congestion fee. 1.2: We do have a catchment area when it comes to deliveries. If you live outside our catchment area of 5 miles you will be charged an additional fee, dependant on the miles. 1.3: If the location of booking has a flight of stairs you may occur additional charges. 1.4: If the space you

require the bouncy castle to be on is concrete or any other floor type whereby the bouncy castle cannot be anchored in to the earth, you will be charged an additional fee.

HIRE LOCATION

Please ensure the location you (the consumer) provide for us (the hirer) to provide the hire equipment, is a safe and healthy environment for all participants. if we (the hirer) feel the location is not healthy or safe, we (the hirer) will not allow the equipment to be hired in the required location. if this were to happen you (the consumer) will lose your refundable holding deposit. Please try to ensure the location of hire is easily accessible, if this is not the case please let us (the hirer) know prior. Location of hirer's floor needs to be flat-surfaced, with no pot-holes, glass, animal waste, sharp sticks or stones. Please beware that inflatables, can not be secured on artificial grass with anchors, only sandbags. Please ensure the location of hire, has an adequate power supply. This is you (the consumer's) responsibility. Failure to ensure this, is not our (the hirers) responsibility. If this happens to occur you will loose your holding refundable deposit.

Please note the hirer must be present when the driver is setting up equipment. This is to ensure you're happy about where the items are placed. If the hirer isn't present the driver will do their best to set up in the best adequate space. If the client isn't available at set up and not happy regarding the placement of equipment we will not be liable to adjust or move equipment.

DELIVERY & COLLECTIONS

All deliveries between Monday to Saturday are typically delivered between 8am and 1pm.

Collections typically start from 2pm and finish at 7pm between Monday to Saturday.

Sunday deliveres generally start from 10am and finish at 1pm.

Sunday collections typically start from 2pm and finish at 6pm.

We cannot give designated times of delivery and collections. We will however deliver and collect within our delivery and collection time slot window specified above, before your event starts. Please ensure our delivery and collection time slots are taking into consideration before making your booking.

We do understand some events do take place outside our delivery and collection times (specifically adult events, special family events such as weddings, anniversaries and etc). If you would like to book an item outside of these hours please contact us where we can discuss this further. Please note there will be extra charge for booking outside our standard time slot window.

All time slots are offered on a first come first serve basis and if we cannot make the time slots you have selected someone will be in contact to inform you. This can take up to 48hours.

Our delivery team has strict and tight delivery schedules so need to commence set up of the equipment straight away once on site. Any delays could become chargeable at a rate of £10 per every ten minutes or delivery refused and no refund given.

DELAYS BREAKDOWNS & DAMAGES

All delivery and collection times are approximate and Childsplay Hire will always try our best to ensure our delivery drivers run on time, within their delivery time slots; however, due to complex situations outside of Childsplay Hire's control such as; traffic problems, delays at previous deliveries, vehicle breakdowns, etc. we will not be held responsible or liable for any losses or costs incurred by yourselves or any forms of additional compensation. No further compensation will be paid to the client irrespective of any loss of earnings caused. Childsplay Hire recommends the client allows 2 hours either side of your delivery and collection to ensure the smooth running of your event.

In the event of any breakdown of all of Childsplay Hire's equipment either before or during your event which prevents or limits us to fulfil our contracted obligations, our liability shall be limited to a pro rata refund of any monies paid in relation to the contracted item or equipment to which we are unable to provide. Where a breakdown occurs during an event, a pro rata refund for the remaining time booked will be applied based on the start and finish times we have from you. Any refund will also be limited to the specific item at fault and not the booking as a whole. This also includes generator failure, only being limited to the cost of the generator affected and not any of the items to which it is due to power. Childsplay Hire highly recommends the use of additional backup generators or backup power sources.

All breakdowns or faults must be reported to Childsplay Hire as soon as possible via a phone call and in writing via email by the client. The equipment should not be used unless advised by the by us (Childsplay Hire) that it is safe to. The company will dispatch someone where possible, to inspect the fault, and provide a replacement subject to availability on the day. We will aim to fix or replace the item within 2 hours of reporting the fault. However, this is only subject to availability on the day of the clients hire, if we cannot fix the fault any reduction of our fee is at the discretion of the company, and limited only to the percentage of time the equipment was faulty.

DAMAGE & DIRT

If any of the hire equipment(s) is damaged or dirtied intentionally, due to negligence or due to you (the consumer), not following the rules stated in the terms & conditions, you will lose your holding refundable deposit. If damaged to the point the equipment is unusable; the exact amount charged to you (the consumer) will depend on the extent of the damage. If dirtied you

will lose your refundable holding deposit. In the event that the damage to the equipment cost more than the holding refundable deposit, we will discuss with you (the consumer), payment options to rectify the damage which will be written up as contract, which will need to be signed by you (the consumer) and ourselves (the hirer). In the event that this contract is ignored by you (the consumer) you (the customer) may occur, additional admin fees, and the risk of a county court judgement.

Please note for home bookings that it is the customers responsibility to ensure the space in which the delivery team use to access the set up location is wide enough and clear for the team. We will not be responsible for any damage caused inside or outside the property. Please take precautions before the delivery team arrive and whilst they are at your property.

COVID-19 PROCEDURE

When hiring bouncy castle's, toy equipment and party hire equipment, please ensure you are abiding by the social distance rules, which have been implemented by the government. By signing this hire agreement, you acknowledge that bouncy castle's, toy equipment and party hire equipment must be used by yourselves, in a way whereby, you (the customer) are following government guidelines in terms of COVID-19, or coronavirus.

BOUNCY CASTLE RULES & SAFETY

All bouncy castles have age and height restrictions - that must be followed at all times to ensure you (the consumers) children's safety. Please avoid large and small children on the bouncy castles at the same time, as this can be dangerous. Also, children and adults should not be in the bouncy castle at the same time.

- 22ft x 12.1ft x 11.2 ft bouncy castle height restrictions are 1.0m = (average height for 3 - 3.5years) > 6 users, 1.2m = (average height for 6 years) > 5 users, 1.5m = (average height for 11 years) > 4 users
- 10 x 12 bouncy castle height restrictions are 1.0m = 4 users (average height for 3 - 3.5 years), 1.2m = 2 users (average height for 6 years).
- 12 x 12ft bouncy castle height restrictions are 1.0m = 7 users (average height for 3-3.5 years), 1.2m = 5 users (average height for 6 years), 1.5m = 2 users (average height for 11 years)

- 12 x 15 bouncy castle height restrictions are 1.0m = 9 users (average height for 3 - 3.5 years), 1.2m = 6 users (average height for 6 years), 1.5m = 2 users (average height for 11 years) .
- 15ft x 16ft bouncy castle height restrictions are 1.0m = 8 users (average height for 3 - 3.5 years), 1.2m = 6 users (average height for 6 years), 1.5m = 5 users (average height for 11 years)
- 17 x 15ft bouncy castle height restrictions 1.0m = 10 users (average height for 3 -3.5 years), 1.2m = 8 users (average height for 6 years), 1.5m = 6 users (average height for 11 years)
- 12ft x 18ft bouncy castle height restrictions 1.0m = 8 users (average height for 3 - 3.5 years), 1.2m = 6 users (average height for 6 years), 1.5m = 5 users (average height for 11 years)

A responsible adult over the age of 18 must supervise the children whilst on the equipment at all times

- Do not move or reposition inflatable whilst on hire
- Do not turn off inflatable, this is staffs responsibility
- Do not enter inflatable unless it has been securely anchored
 - No climbing on walls beams or towers
- No somersaults, back or front flips Keep safety mats positioned in front of the inflatable
 - No rough play, bouncing off walls, wrestling or kicks
- Do not inflate or deflate inflatable while children are on it, to avoid suffocation
 - No overcrowding to avoid accidents and damaging the inflatable
- No adults on specified inflatables Similar size children on the bouncy castle at a time to avoid accidents
 - No face paint or jewellery
 - No phone or tablets
 - No food or drink
 - No party poppers or silly string
 - No animals
 - No spectacles
 - No sharp objects
 - No shoes
 - No smoking

When placing a booking the customer must have checked and understood all health and safety documentation from us and also from your venue for the clients booking date. If you require a copy of any of the above please email the hire to go ahead. Copies of our insurance, testing, or risk assessments are available prior to us attending at info@childsplayhire.com

Once items are set up, our team will go through the health and safety procedure and risk assessment for when using the equipment.

It is the client's responsibility for ensuring that adequate first aid facilities are available on site if necessary, it is also the client's responsibility to ensure that safety barriers are fitted around equipment if required, unless otherwise written agreement is in place with the company.