



# TERMS & CONDITIONS

## Terms of Business Contents

- 1, Definitions
- 2, General Terms, Bookings, Refunds, Delays & Breakdowns
- 3, Equipment
- 4, Cancellations
- 5, liability and insurance
- 6, Facilities and Site Location
- 7, Complaints procedure
- 8, Zero tolerance
- 9, Adverse weather
- 10, Delivery and collections
- 11, Competition rules and entries

1. Definitions The "company" is referring to Hereford Bounce And Slide The "customer" is referring to the person/organisation hiring the equipment "wet Hire" when a item is hired along with a representative of the "company" "dry hire" when an item is hired for the "customer" to supervise themselves. "guests" is referring to people invited to the event by the customer

## 2. General Terms, Bookings, Refunds, Delays & Breakdowns

2.1 All equipment remains the property of the company at all times

2.2 All orders placed however so done, are bound by these terms of business at all times. All who place orders have read, understood and agree to be bound by these terms at all times

2.3 In the event of a delayed start of hire due to uncontrollable circumstances (ie. Traffic, Road closures, ect.) The company will refund/reduce the total amount due based on a pro rata basis.

2.4 The company will not pay any additional fees to the customer for loss of earnings or any ground/building rents losses. Pro rata rates only apply to the malfunctioned equipment for example- should the disco domes sound unit malfunction/fail the customer will only be entitled to a refund/reduction based on the cost the sound unit hire only NOT the entire package price. It is the customers responsibly to hire spare equipment before the hire commences at a subsidised price.

2.5 Should you be unsatisfied with the equipment/delivery time upon arrival DO NOT sign the hire agreement. Contact the company immediately, once hire agreements are signed we will not negotiate price nor refund any monies paid unless term 2.4 is met.

2.6 Although the company strive to achieve all delivery/collection times. The company reserve the right to deliver/collect two hours each side of the requested time slot. Example, if the requested delivery time is 10am the equipment may arrive anywhere between 8am and 12am.

2.7 All documentation must be requested before booking with the company. By booking with the company it will be assumed that all documentation has been read, understood and in satisfactory order. Cancellations regarding risk assessments, insurance, hire agreements ect. will be charged a cancellation fee. Please contact us for more details.

2.8 All equipment will be delivered to the site and inspected by both a company representative and the customer before the hire agreement must be signed. Should there be any issues they should be logged on the hire agreement to avoid damage charges been applied.

2.9 Any damage occurring during the hire should be reported to company immediately. The company will provide more information at the time of such occurrences. Do not use the equipment until contacting the company for advice as the equipment may have become unsafe for use.

2.10 Any damages will be charged in full if the equipment was signed for in good condition, and no faults logged at time of delivery.

2.11 All users must be suitably clothed this includes wearing long sleeves, long trousers, socks ect. All areas of exposed skin must be completely covered. The fabric can become extremely hot when sunny. The company accepts no responsibility should users be burnt in any ways resulting incorrect use of the equipment or unsuitably clothed to partake in the activity.

2.12 Insurance certificates may not be issued for inspection until one week before the event. In most cases insurance certificates can be provided sooner however may take longer when policies end and begin.

2.13 regardless of fault or blame the company's service to you is that an engineer will be sent out to you within 3 hours + travel time in the event of a malfunction or mechanical breakdown of entertainment.

2.14 in purchasing any product or service from the company you are entering a non disclosure agreement and as such any form of slander or derogatory discussion on the internet in places such as google, facbook, twitter, or any other social media sites. Infringements may result in legal action or an invoice for deformation of up to a maximum value of £1,000.

### 3. Equipment

3.1 The company reserves the right to substitute any equipment when it sees fit without notice or warning for something of similar value and size.

3.2 All sizes are approximate figures.

3.3 All items on hire remain the property of the company at all times.

3.4 The company reserves the right to alter any product specification without notice at any time.

3.5 The company reserves the right to use any photographs/images that may have been taken by the customer or its guests.

The company will not seek any permission to use photographs/images of its own equipment or products whilst on hire.

### 4. Cancellations

4.1 You will have 14 days from making your booking to cancel any booking however the company will not refund any booking administration fees unless it sees fit.

4.2 You may cancel a booking on the day if its due to bad weather, the company will offer a change of date or postpone to a future time upto 6 months. Deposits/booking fees are non refundable.

4.3 The company reserves the right to cancel any booking at any time without warning. In these circumstances refunds on bookings other than deposits/booking fees will be issued.

4.4 All refunds on card transaction may take up to 5 working days to show within the recipient's bank account.

4.5 Any bookings cancelled less than 2weeks prior to booking date will be required to pay 50% of remaining balance.

4.6 Any bookings canceled 7days or less before the booking date then full paymentwill be required.

4.7 All bookings are to have full payment made on the day or just before your booking date.

### 5. Liability and Insurance

5.1 The company's liability policy covers use of the equipment only. It will not cover the users themselves. You as the customer must ensure that you have adequate insurance to cover your guests. We would recommend contacting leisure insure, FML or your current public liability provider.

5.2 The customer agrees to indemnify the company in the event of damage of theft of the company's property whilst on hire. Our standard insurance will not cover this whilst on hire and it is the sole responsibility of the customer. All damages and losses will be billed to the card that paid the booking administration fee. An invoice will also be sent the customer. In the event of the customer failing to pay then details will be passed on to a collection agency that may increase the initial invoice by a percentage.

5.3 The company accept no liability for any damage or loss of personal property and any injury arising from the used of the hired equipment. All responsibility is with the customer themselves.

5.4 All equipment booked on dry hire is not covered by the company's insurances and the customer is responsible for suitable insurance cover.

5.5 All events and organisations require different levels of insurance. Our insurance policy is available on request for examination purposes only NO COPYS ARE TO BE MADE!

5.6 All inflatable's are to be supervised by at least one responsible adult who has got relevant training and experience. If unsure staffing is available from the company at an additional fee.

## 6. Facilities and Site Location

6.1 The equipment will be set up once upon arrival in a location that is suitable for the equipment. It will not be moved once set up. DO NOT remove the pegs or sandbags and attempt to move the equipment once the company staff has set up the equipment.

6.2 The company reserve the right to refuse set up and delivery if the site proposed is not suitable. All access issues must be declared at time of booking eg. Narrow gates, stairs, vehicle access, ect. If your only access to the proposed site is trough your property the company will not be held responsible for any damages however so cause as a result of accessing the proposed site. You will be charged in full if you fail to notify us of access issues or the proposed site is unsuitable.

6.3 It is the customer's responsibility to ensure that suitable crowd control measures are in place including fencing off any blowers / securing cables. Unless staffed by a company representative.

6.4 The company reserves the right to cease any hire if the company representative feels the customer or guests endanger the safety of themselves, others or the company representative. No refunds will be issued and the full invoice price must be paid.

6.5 Dress code, all company representatives will wear a standard company issued uniform. NO EXCEPTIONS. Details can be provided on request. Delivery vehicles may also be sign written in company designs. High visibility vests will be worn if requested and provided.

6.6 All equipment must be supervised by at least one responsible adult who has been suitably trained to operate the equipment their supervising. In some cases two people may be required.

6.7 Please remember that our equipment is weather sensitive (wind in particular) our policy is to turn up and give the option to cancel for a full refund on any monies paid or to set the equipment up and leave safely giving instructions to the customer on safe usage weather parameters. In the interest of safety the company will cancel any hire if wind speeds are or above 24mph and are not forecast to fall below 24mph. Our decision will be final and closed to any negotiation. You will be refunded any moneys paid in this event.

6.8 Please ensure proposed erection sites have no underground obstructions and all electricity cables, gas mains, Telecoms, and sewers are buried at least 500mm below ground level. Our anchorage pegs are 400mm long and will require driving into the soft ground to the full. Hard standing hires are not currently accepted by this company (excluding indoors).

6.9 It is the customer's responsibility to ensure the location for the proposed entertainment is large enough to accommodate it. The company will not refund any monies paid if the site is too small or unsuitable and you will be require to pay the full invoice amount and any entertainment too large will not be erected.

6.10 It is the customer's responsibility to ensure the proposed site is ready for installation of the entertainment

before delivery commences. We will not remove any overhead obstructions ie washing lines or remove any ground obstructions such as toys and swings.

6.11 Animal fouling are to be removed from the site by the customer, before delivery commences the company representative will not under any circumstances do this on the customers behalf in the interest of health and hygiene. Your hire may be cancelled if this term is not met and the full invoice charge will apply.

6.12 Any low hanging bushes or trees are to be cut back by the customer before the delivery commences. These can damage the inflatable and the company representative will not carry out this work on the customer's behalf. Your hire will be cancelled and the full invoice charge will apply if this term is not adhered to.

## 7. Complaints procedure

7.1 If you are unhappy with any aspect of the companies services or the equipment supplied you must contact the office in the first instance, ether by telephone or email. We will endeavour to help rectify any complaints made if the company is made aware first.

## 8, Zero tolerance

8.1 in the rare event of you not been happy with our services for whatever reason. We will not tolerate violent, abusive behaviour or holding our property ransom. All of which are illegal and the police will be called and charges will be pressed against any individual by the company.

## 9. Adverse weather

9.1 Please remember that our equipment is weather sensitive (wind in particular) our policy is to turn up and give the option to postpone or maybe move to indoor setting or to set the equipment up and leave safely giving instructions to the customer on safe usage weather parameters. In the interest of safety the company will cancel any hire if wind speeds are or above 24mph and are not forecast to drop. Our decision will be final and closed to any negotiation. You will be refunded any moneys paid in this event less deposits/booking fees which are non refundable. This refund only applies to high wind cancellations.

Please note our contract to you is to provide the entertainments not the weather. No discounts will be given if the weather conditions are not as the customer wanted on the day.

9.2 In the height of the summer, on strong sunny days the PVC fabric can become extremely hot. Please ensure users of the equipment are suitably dressed and all exposed skin is covered. DO NOT cool the PVC down by pouring water onto it. This can make it very slippery and cause an accident.

## 10. Delivery and Collections

10.1 All delivery and collection times are approximate and the company may change these times without notice. Although the company endeavour to keep to delivery schedules it reserves the right to deliver or collect up to 2 hours before or after the requested delivery time. No refunds or price reductions will be offered in this instance.

10.2 In the event of a delayed start of hire due to incontrollable circumstances (ie. Traffic, Road closures, ect.) The company will refund/reduce the total amount due based on a pro rata basis. No additional expenses or loss of earnings will be paid as a result.

10.3 In the event of a mechanical malfunction of our equipment, the company will refund/reduce the total amount due on a pro rata basis. The company will not pay any additional fees to the customer for loss of earnings or any ground/building rents losses. Pro rata rates only apply to the malfunctioned equipment for example- should the disco domes sound unit malfunction/fail the customer will only be entitled to a refund/reduction based on the cost the sound unit hire only NOT the entire package price. It is the customers responsibly to hire spare equipment before the hire commences at a subsidised price.

## 11. Competition rules and entries

11.1 The company reserve the right to end any competition at any time regardless of a winner been selected.

11.2 All entrants must be over 18 years of age and have a permanent United Kingdom residential address.

11.3 All prizes are subject to the company terms of business at all times.

11.4 All prizes remain the property of the company at all times

11.5 All prize winners will be required to provide proof of identity and sign our hire agreement before any prize may be redeemed.