



CHESHIRE INFLATABLES LIMITED - HIRE TERMS AND CONDITIONS

It is the responsibility of the person who is hiring the Equipment (as defined overleaf) to ensure that all possible steps are taken to avoid injury or damage to the Equipment including following the Safety Instructions below

Please ensure that the following Safety Instructions are followed:

- Inflatable Equipment will be fully secured to the ground at all times during use as per the manufacturers' recommendations.
- Ensure that the area around the Equipment is completely clear at all time.
- Do not allow anyone on the Equipment during inflation or deflation.
- A responsible adult (18+) must supervise the Equipment at all times when in use.
- Do not allow children & adults on the Equipment at the same time unless for the sole purpose of assisting a child.
- Please ensure that participants are not attempting somersaults and are clothed appropriately with nothing in their pockets.
- Climbing, hanging or sitting on walls is DANGEROUS and must not be allowed.
- No smoking, barbeques, naked flames or direct heat sources near or within an unsafe distance of the Equipment.
- Always ensure that the Equipment is not overcrowded.
- No pets or sharp instruments are allowed on or in the Equipment.
- Do not allow children around the back of the Equipment unsupervised
- In the event that the blower stops working, please ensure all users get out of the Equipment immediately.
- No person or persons under the influence of alcohol and/or prescribed and/or non prescribed drugs and/or any other intoxicating substance will use or supervise the Equipment.
- If power is lost at any stage, the inflatable will deflate. Ensure there is no valuable items that can be damaged if this occurs.

IF YOU ARE UNSURE OF ANYTHING, PLEASE CONTACT US.

DISCLAIMER - Please note that all persons using the Equipment do so at their own risk.

The person/s or organisation hiring the Equipment will be responsible/liable for any damage or injury occurring from or as a result of misuse or reckless use.

These guidelines are for the safety of all people using the Equipment, and it is the sole responsibility of the hirer to ensure they are fully adhered to at all times.

We cannot accept any responsibility for any injury caused to anyone using the Equipment save for where we have been negligent.

Acknowledgement

I have read the above terms and those overleaf, both of which were provided to me at the time of the booking, and I fully understand and accept the conditions above and overleaf.

I am aware that whilst in my care I am fully responsible for the Equipment and will pay for any loss or damage that may occur.

I HEREBY AGREE TO ABIDE BY THE TERMS AND CONDITIONS LISTED ABOVE

Your Name:	
Address:	
Date of Hire:	
Signed:	
Date:	





Terms and Conditions of Pub Hire

1 – Booking

In order to make a booking you should submit an order to us by completing the online enquiry form on our website. When you submit the order we will contact you to arrange and confirm the details of your booking including which inflatable and other items you want to hire (together the “**Equipment**”) together with the hire fee. Your order is only accepted when we email you to confirm this and a legally binding contract for a booking between you and us only comes into effect when we send you this confirmation email. It is your responsibility to ensure that the site where you wish the Equipment to be located is big enough to accommodate the dimensions of the Equipment as set out on our website.

2 – Price and Payment

2.1 All hire fees (including the deposit) must be paid by credit or debit card or BACS payment. BACS payments must be showing as cleared before the relevant payment dates otherwise such payment shall be treated as not having been made by the appropriate dates.

2.2 A deposit of 50% of the total hire fee for all Equipment is required to be paid within 72 hours of the date of the confirmation email referred to above. If such deposit is not paid within such timescale, then we reserve the right to cancel the booking without liability to you.

2.3 The outstanding balance of the hire fee must be paid in full no later than 5 business days before the start of the hire period by the same method as the deposit.

2.4 In addition to the hire fee, you are also required to pay a damage deposit of £250 no later than 5 days before the start of the hire period. This damage deposit will be refundable by us within 7 days of the end of the booking subject to us inspecting the Equipment and confirming that it is in satisfactory condition. If you have damaged the Equipment we shall be entitled to deduct an amount equal to the cost of repairing such damage from the damage deposit. If the damage is significant, this may mean that you lose the entirety of your damage deposit.

2.5 If the hire fees and/or the damage deposit are not paid in full by the date which is 5 days before the start of the hire period, then we may cancel the booking and you will lose your deposit and any other sums paid.

3 – Your obligations

3.1 You will

3.1.1 before the start of the hire period notify us of the location of any underground services (gas, water, electricity etc.) that could be damaged by our fixing spikes. You will be responsible for any costs of repair to any unmarked or unidentified underground services and associated costs relating to their interruption resulting from them not being identified to us by you;

3.1.2 ensure that the site on which the Equipment is to be installed is clear of all hazards and obstructions, ensure that there is sufficient access for us to load and unload the deflated Equipment (all access routes should be no less than 3 metres wide at all points and should be similarly free from hazards and obstacles), and not allow any persons to enter the Equipment or its surrounding area whilst it is being installed and/or removed.

3.2 Once we have delivered and installed the Equipment you shall:

- be responsible for the supervision of the Equipment, its care, safety from damage, and the behaviour of all persons of all ages using the Equipment whatever their capacity;
- comply at all times with the safety instructions overleaf and not use the Equipment for any purpose other than as notified by us;
- not allow the Equipment to be used for any unlawful purpose or in any unlawful way;
- not use any cooking equipment, lighting or electrical appliances in or around the Equipment other than any that we supply or that we consent to beforehand; and
- not alter or tamper with the Equipment that would render it unsafe.

4 - Our responsibilities

4.1 We shall attend at the location provided to us at an agreed time on the day on which the hire period starts and install the Equipment. We shall also disassemble and collect the same Equipment on an agreed date and time after the end of the hire period.

4.2 We confirm that if you are a consumer, all goods that we supply will be of satisfactory quality, fit for purpose, and match the description given to them in the booking and installed properly. If you do not





consider that the goods that we have supplied are of such satisfactory nature then please contact us to discuss your right to a replacement of the goods, a price reduction or a rejection with a refund.

5 – Alcohol

We will only supply you with alcohol as part of your booking where the person making the booking is over 18. If we suspect that the person making the booking is not over 18 then we may withhold the supply of alcohol and refund any amount paid for this without you being entitled to cancel the rest of the booking. You must ensure that any alcohol that we supply shall not be sold to the public generally and will not be supplied to those under 18 specifically.

6 - Liability

6.1 Provided that the Equipment is used in accordance with the above guidelines and the safety instructions overleaf, the Equipment should be safe, however accidents do happen. We accept no liability for injuries or other loss or damage howsoever caused in respect of your use of the Equipment or other use of it by any person during the period within which it is in your control and possession unless and to the extent that it is caused by our negligence.

6.2 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any losses

6.2.1 that were not foreseeable to you and us when the booking was made and/or

6.2.2 that were not caused by a breach of contract on our part; or

6.2.3 to the extent that they arise as a result of you not complying with your obligations set out in clause 3.2 or the safety instructions overleaf.

6.3 We do not accept responsibility for any business losses or losses to anybody other than consumers.

7 - Right to cancel

7.1 Subject to clause 7.2, you have the right to cancel your booking by giving us notice within 14 days of the date we send you the confirmation email. If you do so we will return any sums that you have paid within a further 14 days.

7.2 If you wish for the hire period to commence before the end of this 14 day period we will require you to confirm in writing that you still wish for us to supply the Equipment and that you accept that you will lose the right to cancel referred to in clause 7.1.

7.3 If you cancel your booking after the 14 day period referred to in clause 7.1 then

(a) you will lose your deposit but you will not be required to pay any further sums (and a sum paid other than your deposit will be refunded within 14 days) if your cancellation is received more than 5 business days before the start of the hire period, and

(b) you will lose all sums paid to us (other than the damage deposit which will be refunded within 14 days) if your cancellation is received 5 business days or less before the start of the hire period.

7.4 Our right to retain monies paid set out in clause 7.3 is a mechanism to satisfy our genuine estimate of the losses that we would suffer in the event of a cancellation at during the times referred to.

8 - Force Majeure and Adverse Conditions

8.1 The nature of the Equipment means that it can be rendered unsafe in adverse weather or ground conditions and if we in our sole discretion consider at any time during or before the hire period that weather conditions have made, or are reasonably likely to make, use of the Equipment unsafe then we shall be entitled to cancel the booking, attend at the hire location, and remove the Equipment and you agree to provide us with such reasonable assistance as is necessary (subject to relevant safety responsibilities) in order to do this. In particular, if wind speeds reach 24 miles per hour we are legally obliged to remove the Equipment. In these circumstances we shall refund the fees for any unused portion of the hire fees.

8.2 Whilst we will make every effort to comply with your booking, we shall not be liable for any inability to comply with it if this is due to us being prevented, delayed or significantly impaired by strikes, riots, lockdowns, pandemics, fire, or restrictions on the use of transport, fuel, power or gatherings of multiple persons, to the extent that these are beyond our reasonable control.

