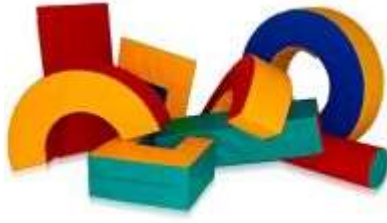


# Astbury Darlings



## Soft play and Bouncy Castle Hire

Jade Darlington - 07989612637

[www.astburydarlings.co.uk](http://www.astburydarlings.co.uk)

### Terms and Conditions of Hire

#### Deposit

We will hold the date requested and require a £50 deposit for soft play equipment and £30 deposit for bouncy castle hire, (£50 deposit if both soft play and bouncy castle are hired together). The deposit will be due before your event to secure the booking.

We require two weeks notice for cancellation, if we do not receive this notice the deposit will not be returned. We are happy to return the deposit your deposit if the required notice is given to us so we are able to rebook on the date secured.

This deposit also serves as a **'damages deposit'** **Therefore, the full amount will be due on the day and your deposit will be returned upon collection PROVIDING all the equipment is in the same clean, working condition it was delivered and signed for in.**

#### Payment

**Full payment is due, in cash, on delivery of the hire package once we have set up and you are 100% happy with everything we have delivered.** In the event that your payment is not ready upon delivery, we will not be able leave the equipment with you.

#### Delivery and Setup

**Please kindly note you will be required to sign to say you understand and accept these 'Terms & Conditions of Hire'** upon delivery. This will also be sent to you via email / post along with your confirmation and a copy will be handed over prior to us setting up so you have further time to read through and can raise any queries in person.

### **Soft play hire**

1. It is the Hirer's responsibility to check the site measurements for the required package, and also to ensure that there is adequate space surrounding the play equipment. If sufficient space is not available at the venue site for the package ordered, we reserve the right to remove certain items, at our discretion, for health and safety reasons. However, you will still be charged for them.

2. Please allow 45-60 minutes before the event for Astbury Darlings Soft Play to deliver and set up the equipment, and also 30-45 minutes after the event for them to take down and remove the equipment.

3. It is the responsibility of the Hirer to ensure easy access to the venue for unloading and loading of equipment. Any restrictions (lack of parking, stairs, narrow doorways etc.) must be reported to Astbury Darlings Soft Play prior to the event. Failure to do so may result in delay to setting up, an additional fee being payable by the Hirer or cancellation by Astbury Darlings Play Hire.

4. The Hirer must agree that the area where the goods are to be situated will be free from obstructions, debris and that there is strictly no dog foul (for outdoor bookings) where the equipment is to be sited, before our drivers arrive.

5. The packages include free setup and delivery to venues within 10 miles of Congleton. Venues beyond this will incur a delivery fee. Please contact us for details.

6. We will endeavour to arrive and setup on time, however, Astbury Darlings soft Play cannot be held liable for delay incurred due to circumstances beyond our control (for example – traffic congestion, adverse weather etc.).

7. If the event of adverse weather on the day, such as heavy snow or ice which would be dangerous to travel in, we reserve the right to cancel the booking. In such cases we will return any deposit.

8. All our equipment will be delivered in a clean and sanitary state. **Should there be significant dirt or staining upon collection the Hirer will be made liable for professional cleaning costs. Equipment must be collected clean and undamaged for the full refund to be issued.** If there is any damage, however slight, or any lost/stolen equipment the deposit will not be returned on collection. Equipment will be brought back to our Depot and an assessment carried out to determine how much you'll be charged for a repair or replacement. **If equipment damaged or lost is over the cost of £50, you will be expected to pay the full amount for the equipment priced as brand new within 7 days of the date of hire.**

9. Balls from the ball pit must be collected and bagged before our arrival to collect equipment.

10. Please ensure that equipment hired is not scattered around the venue. Equipment must be collected and placed back to the set up area so we do not spend time looking for items when we arrive to collect. This will also save you time if you have a set time to be out of a venue.

11. Please do not release our equipment to anyone other than our delivery drivers. If the driver who delivers to you is not the driver who will collect from you they will inform you and give you a description of the person/people coming to collect to avoid confusion and theft of our equipment.

### **Health & Safety**

**1. The Hirer must ensure the equipment is supervised at ALL times** by a responsible person over the age of 18, preferably the Hirer. Astbury Darlings Soft Play does not supervise the event. Astbury Darling's Soft Play or their staff accepts no liability for any damage, accidents or injuries that may occur whilst the equipment is on hire should there not be a responsible adult supervising at the time of the incident.

2. Astbury Darlings Soft Play will set up the equipment taking into account full safety of the children, and therefore large equipment, such as the ball pool or bouncy castle(s) must not be moved. We will not accept any liability for accidents, injury or damage during the period of hire if this has occurred. Photographs are taken to evidence this upon setup.

**3. The Soft Play and Play Equipment is strictly for use by children under the age of 6 years.** Under no circumstances should ADULTS play on the Soft Play or Play Equipment as this will, in time, result in damage to the Equipment or injury to the individual(s) / children.

4. Bouncy Castle(s) are strictly for children under the age of 10. Under no circumstances should ADULTS enter on to the Inflatable as this will, in time, result in damage to the Inflatable or injury to the individual(s) / children.

5. Adults must not lean or sit on any Soft Play, Ball Pool walls, Play Equipment and/or Bouncy Castle(s).

6. Do not allow children with medical conditions, which may put them at risk of injury (i.e. brittle bone disease or temporary injuries), to use the Soft Play, Play Equipment or Bouncy Castle(s).

7. Avoid mixing older children on the Soft Play, Play Equipment or Bouncy Castle(s) at the same time as younger ones.

8. No food, drink or chewing gum to be allowed on or near the Soft Play, Play Equipment and/or Bouncy Castle(s), this will avoid choking and mess. If the equipment is collected in a dirty condition then the person hiring it will incur a cleaning charge.

9. No glass drinking glasses or bottles to be used on or near the Soft Play, Play Equipment or Bouncy Castle(s).

10. STRICTLY no alcohol or drug use on or near the Soft Play, Play Equipment or Bouncy Castle(s) – Astbury Darlings soft Play will not be held liable for any damage, accidents or injury that occurs due to the consumption and effects of alcohol and/or drug use.

11. Please ensure that the Soft Play, Play Equipment and/or Bouncy Castle(s) is kept in a clean, dry condition. Any spillages must be cleaned and dried as soon as they occur – if we have to have the equipment professionally cleaned before the next hire, then you will incur a cleaning charge.

12. **Shoes MUST be removed before using the Soft Play, Play Equipment and/or Bouncy Castle(s). Parents/guardians who enter the Soft Play area or walk over the padded floor tiles whilst supervising must remove their shoes, particularly heels. Any damage may result in the Hirer having to pay an additional fee for replacement or repair.**

13. For hygiene reasons, socks should be worn at all times whilst using the Soft Play, Play Equipment and/or Bouncy Castle(s).

14. The Hirer must ensure that all sharp objects, including but not limited to, badges, spectacles, earrings, jewellery etc. are removed prior to accessing the Soft Play, Play Equipment or Bouncy Castle(s) to ensure it remains undamaged from but not limited to, scratches, tears, dirt (of any kind), detached from its connecting item (if applicable) and in the same working condition as delivered. If damage does occur the Hirer will incur a repair or replacement charge to be paid immediately, unless otherwise agreed.

15. No face paints, party poppers, confetti, coloured streamers or silly string to be used either on or near the Soft Play, Play Equipment and/or Bouncy Castle(s) – staining may occur for which the Hirer will be liable.

16. Strictly NO acrobatics or gymnastics to be performed on the Soft Play, Play Equipment or Bouncy Castle(s).

17. Children must NOT push, collide, fight or behave in a manner likely to injure or cause distress to others.

18. Always ensure that no overcrowding occurs on all Soft Play, Play Equipment and/or Bouncy Castle(s), limit numbers according to the age and size of children using it.

19. No furniture to be placed on the mats as this may cause damage.

20. No smoking or barbecues near the Soft Play, Play Equipment or Bouncy Castle(s).

21. No pets or animals to be allowed on or near the Soft Play, Play Equipment or Bouncy Castle(s).

22. The Hirer is responsible for the safe keeping of the Soft Play, Play Equipment and/or Bouncy Castle(s). You will be charged for theft or any damage caused to it or for any items missing from it on its return. Soft Play, Play Equipment and/or Bouncy Castle(s) being kept overnight must be locked away to avoid theft. Full replacement charge for any missing items will incur. This includes any accessories which accompany the equipment, i.e. blowers, extension leads, mats etc.

**23. In the event of rain ALL Soft Play and Play Equipment must be covered or taken indoors / under cover to prevent it from getting wet and water damage occurring. All equipment must be towel dried thoroughly before use re-commences.**

24. Only Astbury Darlings Play staff are authorised to collect the Soft Play, Play Equipment and Bouncy Castle(s) inflatable and equipment. Under no circumstances should any of the equipment be handed over to anyone other than our staff. If you are unsure of any staff member collecting please contact the owner on the telephone number provided.

25. Please ensure you take all reasonable precautions to protect the equipment from damage.

26. Most importantly please ensure that you take all reasonable precautions to protect the child from harm and danger.

### **Hire Contract**

It is your responsibility as the Hirer to read and understand these Terms and Conditions of Hire PRIOR to making a booking.

We will confirm acceptance of your booking immediately after you have confirmed your hire by us sending this in writing via e-mail to the email address you have provided to us or by letter to the postal address provided by you.

### **Prices**

All prices are in UK Pounds and are inclusive of VAT where applicable, at the current rate. The price of the hire / goods will be as quoted in the advertisement at the time you confirm your order (usually by paying the deposit) subject only to any inadvertent technical error for which we will not be liable. If you subsequently amend your order, the prices charged will be those applicable to the amended item(s) at the time that the amended order is confirmed.

Promotions are only available until the stated end date.

The price of the hire of equipment does not include a charge for delivery outside of the 10 miles of CW12 delivery radius.

### **Availability**

In the event of unavailability for whatever reason, we will replace the unavailable item with the closest possible alternative and advise you of this at the earliest possible date.

### **Delivery**

Delivery is free within 10 miles of CW12 Congleton although we cover surrounding areas. Delivery costs outside of the 10 mile radius are to be discussed and agreed at the time of booking.

### **Liability**

Nothing in these Terms and Conditions will restrict our liability for death or personal injury resulting from our negligence, neither will any of these terms restrict any of your statutory rights.

£2 Million public liability insurance is held by Astbury Darlings soft Play and Bouncy Castle Hire.

All liability on our behalf is void should any injury occur due to the misuse of drugs and/or alcohol or non-adult supervision.

## **Bouncy Castle hire**

If you are hiring the bouncy castle, please ensure you read all of the points below. We also recommend you have a copy of this information with you on the day of your event for reference. Any person/organisation hiring our equipment is responsible/liable for any damage or injuries occurring from or as a result of misuse or reckless use. Persons using the equipment/other items do so at their own risk. These guidelines are for the safety of all persons using the inflatable, and it is the sole responsibility of the hirer to ensure they are adhered to. Our company cannot accept responsibility for any damage or injury to anyone using the equipment however caused.

1. The bouncy castle is 15 ft wide, 11 ft deep. For safety and to also prevent the risk of damage to the bouncy castle, we recommend you have a space that allows 6 feet clearance all the way round it as well as 3 ft clearance above.
2. Packed, the bouncy castle is approximately 3 feet across and is quite heavy. Please ensure that access to your venue allows for this. Also, as it is around 70kgs in weight, we cannot provide the bouncy castle for any first floor or higher venues unless there is a lift.
3. The bouncy castle will need to be set up on a flat, level, clear and clean surface. Please ensure the area you wish it to be set up on is clear of anything likely to damage or puncture the bouncy castle.
4. The bouncy castle is inflated using an electric powered fan. Please ensure that your venue has mains electric power supply within 10 metres of where you would like the bouncy castle set up. The bouncy castle requires the fan to be connected and kept running in order to stay inflated so please ensure that fan is not disconnected from the power supply at any time.
5. Upon delivery we will set up and inflate the bouncy castle. When we return to collect it we will deflate it. Except in the event of extreme weather (see point 20 below) please DO NOT inflate or deflate the bouncy castle yourself – this is for safety reasons. Also, once inflated do not attempt to move the bouncy castle as this may result in damage. If the inflatable fails for whatever reason, evacuate immediately to prevent injury.
6. Never switch the blower on and off whilst the inflatable is in use.
7. Do not allow users to be on the bouncy castle during inflation and deflation.

8. Our bouncy castle may be used outside. We also ask that special care is taken to ensure the ground the bouncy castle is to be set up on is dry, clear of stones, sticks, animal waste and any such items that may damage or dirty it.

9. It is the responsibility of the hirer that all of the conditions above for provision and set up of the bouncy castle are met (access, space, clear level surface, power supply). Should we arrive to set up the bouncy castle and we are unable to, the full hire charge will still be payable.

10. The bouncy castle is designed for children to play on and because of its size and dimensions it is not recommended for play for children over the age of 10. Adults may go onto the bouncy castle to help young children to play, but no more than 2 at a time and only to sit or kneel, not walk or bounce/jump.

11. No food or drinks to be consumed on the bouncy castle (to avoid choking and mess).

**12. All shoes, badges, jewellery (i.e. large earrings, necklaces etc.) must be removed. It is recommended that spectacles are also removed.**

13. No face-paints, party-poppers, coloured streamers or “silly string” to be used near or on the bouncy castle, as they can make a terrible mess and permanently stain the inflatable for which you will be liable for payment to clean, repair or replacement.

14. No smoking near the bouncy castle.

15. Climbing, hanging, or sitting on the walls is dangerous and must not be allowed.

16. A responsible adult must supervise the bouncy castle at all times.

17. Ensure the bouncy castle is not overcrowded, and limit the numbers depending on age and size of children using it. If the children are colliding into each other, it is too crowded.

18. Try to avoid large children and small children from using the bouncy castle at the same time. Some children require strict supervision.

19. Do not allow anyone to bounce on the step/front apron. The step is there to help users get on and off.

20. Ensure that no-one with a history of back or neck problems uses the bouncy castle.



21. No smoking, fires or barbeques to be used near or on the inflatable.

22. No pets to be allowed on or near the inflatable.

23. Water fights are fun but do not spray water near the electric blower or on the items supplied.

24. Occasionally check that the inflatable is still securely pegged down, and there are no obstructions to the blower inlet.

25. In the event of adverse weather conditions – such as heavy rain or strong winds – you must immediately cease using the bouncy castle and switch off the fan. This is mainly for safety reasons but also to prevent damage to the bouncy castle and/or fan. Please also cover the fan.

26. Ensure that the vent on the side of the blower is kept clear at all times.

**27. If you are unsure about anything, please contact us immediately.**

28. Please remember if any of the items are dirty or damaged when collected the hirer is liable for the full cost of repairs or cleaning costs.

29. Hired equipment will be set up in one location only as agreed on arrival and will not be moved once unloaded and set up.

30. Our delivery vehicles are to be allowed drive on access to the exact location to where the equipment is to be installed, or if to a building as close as possible to the installation location. The company reserve the right to refuse delivery if the venue or site is deemed to be unsuitable or due to insufficient space to install the equipment by our delivery personnel or if no prior written notice has been received, we may refuse to install the equipment if upon arrival it is found that the exact installation location is an unreasonable or an excessive loading distance from our delivery vehicle to the installation site. Or the client has failed to notify us regarding obstacles such as stairs / steps etc. in such a case no refund will be given and the full contracted fees will be due to the company.

31. The client is responsible for ensuring that suitable security and crowd control measures are in place prior to start of event.

32. The company reserves the right to cease operation and remove hired equipment from site if at any time a representative of the company feels that the guests or clients conduct endangers the

safety of the guests, clients, themselves, the company's staff or the safety of the hired equipment. At no time will any level of abuse against our staff be tolerated. In all such cases no refund will be given and full contracted fees will be due to the company.

33. If the client wishes to charge their guests to use the equipment, they must provide a person to do so. At no time will our staff apart from dealing with the contract balance handle any other monies on the event unless agreed in writing prior to the event. If you require our staff to charge guests to use any of the equipment on hire then there will be an additional supervision fee of £10.00 per person per hour or part hour.

34. Free parking is to be supplied for our Vans / Cars / delivery vehicles or any other vehicles as required by the company or the company's staff.

35. The company accept no liability for any damage or loss of personal property and or any injury arising from the use of the hired equipment.

36. Any equipment booked on 'dry hire' (not supervised by a representative of the company). is not covered by the company's insurance policy and the client is responsible for suitable insurance cover.

37. If any of the hired equipment is damaged or lost during the period of hire any security deposit paid will be utilised in discharge of or in part payment for repairs/replacements or lost hire contract's. The Hirer shall indemnify Astbury Darlings for the full cost of repair of any damage done to any equipment howsoever arising, which may occur during the period of the hiring as a result of the hiring.. Should payment not be received as per the invoice sent then we reserve the right to take legal action and all costs will be passed on to the hirer.

I have read and understood all of the terms and conditions

Hirer's / Customer's signature \_\_\_\_\_

