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#### **Terms & Conditions of Hire**

#### 1. Definitions

- 1.1 The client means the person/s organisation or company booking the equipment, act or entertainment with the company.
- 1.2 The company means KC Bouncy Castles.
- 1.3 Dry hire is the hire of equipment for the client to operate and supervise themselves.
- 1.4 Wet hire is the hire of equipment or entertainment accompanied by a representative of the company to supervise use of the booked equipment or entertainment.

# 2. Booking

- 2.1 All equipment remains the property of the company at all times.
- 2.2 By placing an order with us either verbally or via e-mail regardless of whether a booking form has been returned or deposit paid it is deemed that the customer has read, understood fully agreed to and is bound by all our terms and conditions of hire.
- 2.3 In the event of traffic or other uncontrollable circumstances preventing us from being able to fulfil our contracted obligations our liability shall be limited to a refund of any monies paid in relation to the contracted event or pro rata reduction in the hire fee in the event of delayed start. If you decide to keep the equipment for the full amount of time, no reduction will be made. No further compensation will be paid irrespective of any loss of earnings.

## 3. Prices, Deposit & Balance payments

- 3.1 All hires are subject to a deposit of at least 25% (deposit is non refundable).
- 3.2 The balance to be paid in full and cleared 14 days prior to the event start date unless approved account facilities are held.
- 3.3 Terms are approved account clients will be strictly 30 days from invoice date unless agreed in writing by the company.
- 3.4 Advertised prices are subject to change without prior notification.
- 3.5 The company reserves the right to charge interest on all overdue accounts at 2% above its bankers current interest rate.
- 3.6 There is no VAT on any prices quoted.
- 3.7 Unless on-site parking is arranged by the client all parking charges will be passed onto the client via invoice after the event. We accept no responsibility for delayed start time of event whilst trying to find suitable parking.

#### 4. Cancellations

4.1 Any cancelled order is subject to the following cancellation charges:

Within 4 weeks prior to event 50% of order value.

Within 2 weeks prior to event 100% of order value.

# 5. Equipment

- 5.1 The company reserves the right to substitute hired equipment with equipment of a similar type and value without notice in the event of previous damage or loss of booked equipment.
- 5.2 All sizes quoted are approximate.
- 5.3 All goods remain the property of the company at all times.
- 5.4 The company reserve the right to amend or alter any product specifications without prior notice.
- 5.5 In the event of rain or winds speeds over 25mph, it is at the discretion of our supervisors whether the equipment is safe to use. Under no circumstances will equipment be set up in the rain to prevent any electrical equipment from getting wet. Any balance due must still be paid in full and no monies are refundable.

## 6. Site Location, Facilities & Conduct

- 6.1 Hired equipment will be set up in one location only as agreed on arrival and will not be moved once unloaded.
- 6.2 The company reserve the right to refuse delivery if the venue or site is deemed to be unsuitable by our delivery personnel or if the client has failed to notify the company of any delivery obstructions such as stairs or excessive loading distances from our vehicle to the installation site. In such case no refund will be given and the full hire fee will be due.
- 6.3 The client is responsible for ensuring that suitable security and crowd control measures are in place prior to start of event.
- 6.4 The company reserves the right to cease operation and removed hired equipment from site if at any time a representative of the company feels that guests or clients conduct endangers the safety of the guests, clients, themselves or the hired equipment. In such cases no refund will be given and full contracted fees will be due to the company.

## 7. Liability & Insurance

- 7.1 The companys liability insurance covers use of the equipment only whilst booked on wet hire (supervised by a representative of the company).
- 7.2 The client agrees to indemnify the company for any damage or theft of the companys equipment whilst on hire.
- 7.3 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.
- 7.4 Any equipment booked on dry hire is not covered by the companys insurance policy and the client is responsible for suitable insurance cover.