

# **BinkyBounce**

## **Terms & Conditions**



Please read through our terms and conditions below before you hire from BinkyBounce. Note: Terms of service are legal agreements between a service provider and a person who wants to use that service it is therefore very important that you read these in detail. The person booking must agree to abide by the terms of service in order to use our services.

### **Bookings and cancellations Policy**

- To secure bookings we require a booking fee (£20). Payable by debit/credit card, bank transfer or PayPal. Your deposit is a non-refundable booking fee covering the administrative costs we incur in processing your reservation in the event that you may cancel.
- The £20 booking fee contributes towards the payment of your final balance. For example, if your booking totals £120 then £100 will remain payable on the day of your booking.
- The remaining balance will be required before the set-up of the hired equipment, prior to the start of the event.
- You may cancel any bookings by giving a minimum of 7 days' notice. In the event of a cancellation where the hirer has given at least 7 days' notice, the booking fee will be retained, and any payments already made towards the hiring charge will be refunded.

If less than 7 days' notice is given, the hirer will be subject to 50% of the remaining balance.

- Only the person who made the booking is able to cancel the booking.
- If winds OR gusts exceed 24mph (38Kmph, or Force 5 on the Beaufort Scale) then we WILL cancel the hire of any bouncy castle and/or inflatable. This is a requirement by law set out by the HSE and could mean that we cancel as late as on the same day and during your party or event booking. In uncertain cases we will come and measure wind speeds on site.
- What if it rains? Suppose that on the morning of your Scheduled outdoor booking its raining. If the rain is heavy and persistent, we will advise you not to go ahead with your booking. We do not offer refunds for loss of use DURING the hire due to rain. If your booking is outdoors and you need to cancel due to rain under this circumstance, you will be offered to reschedule your booking to a new date, you will also have the opportunity to transfer your booking fee (£20) to other assets. If it rains during your booking then move all people off and away from the equipment. Once the rain ceases, simply dry the equipment with a towel so it is not slippery and play can commence.

**NOTE: If you have concerns for weather related cancellations, then we advise that you book an indoor venue. If the weather is forecast rain we will be in contact with you working with you for the best outcome. It's the Great British weather - world famous, so we just work with it!**

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### **Delivery, Set up & Collection Requirements**

- We must have clear access to the venue. Please make sure the driveway/side passage and any other access spaces are clear so that we can immediately park up, unload and walk through to set up with minimal fuss. We work to a strict time sheet keeping on time for ALL of our customers delivery and collection times.
- For our bouncy castles and inflatables you will need to allow a minimum of 5ft at the front and rear of the inflatable bouncy castle and 2ft either side. This is to allow for safety mats and access onto the castle step and also to account for the blower at the rear of the castle. For example, our smallest castle measures 12x14ft, therefore the required minimum clear space for this castle would be 22x18ft. Each of our hire products show the required space on their individual asset pages on our website, you may refer to each individual product page for the required space information. Alternatively, if you are not sure then we advise that you call us to discuss this.
- It is your responsibility to ensure that you have checked the space requirements for the product that you wish to hire. If we arrive on the day and cannot fit the hired products into the desired site then we will not be able to hire the products to you and this will be treated the same as a cancellation made within 7 days of the booking date. This will therefore be subject to 50% of the remaining balance.
- If hiring outdoors the grass should not be too long so that we can effectively assess the safety of the ground that the equipment is to be hired on.
- The ground should be free of any sharp objects, branches/twigs, stones or animal mess.
- The clear space where the equipment is to be hired must be ready for us, i.e trampolines and chairs already moved so that the equipment can be immediately set up.
- When hired outdoors, our bouncy castles must be set up on grass only. We cannot set up outdoors on artificial grass/concrete etc.
- If the desired hire site is not suitable and does not correctly reflect the details we received on our booking form i.e. You booked a bouncy castle or inflatable for grass, but then we arrive and it's on concrete/artificial grass or the area is covered in animal foul then we reserve the right to cancel the booking upon our arrival.
- We deliver equipment in long wheelbase, Luton style van which is unable to get through most height restriction barriers since they measure at 3.3 Meters. If the car park at your venue has a height restriction barrier in place, please ensure this is either removed before we arrive to deliver and collect your hired equipment, or allow us an alternative access route.

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### Loss & Damage

- The person who booked the party or event will be responsible for any losses or damage caused to the equipment during the hire. If damage occurs during the hire the person that booked is responsible and must cover any costs to repair, clean or replace the equipment.
- All equipment hired from BinkyBounce must be returned clean. For example, this means that no mud or food items should be found on any of the equipment. If any equipment is found to be returned in an unacceptable condition, i.e. If it is in a dirty or muddy condition, you will be expected to pay an additional cleaning charge of £30.

### Operating times for delivery and collection

- We are able to offer our delivery and collection times from 7AM-6PM. Any required collection times beyond our operating time of 6PM will be subject to an overnight charge of £20 and can be collected from 7AM the following morning.
- You may also wish to hire the asset overnight, this is charged at £20 and can be collected from 7AM the following morning by prior arrangement.

**Note: Please turn bouncy castles and inflatables on in the morning when you wake up, this will allow us to check the condition of the inflatable and will also allow it to dry for our collection.**

- We will deliver from 7am, you will receive a delivery time from us.
- We require a minimum of 30 Minutes either side of your booking to allow us the time to set up and clear away. When booking our services to venues with limited access times, such as village halls this will need to be considered. For example, most children's parties last for around 2 hours, therefore when booking a village hall you would need to book for 3 hours to cover our required time plus your party time.

**Note: Some venues will charge you for extra time if you are not cleared up and packed away within your booked time. We expect you to account for our set up and pack away time of 30 minutes each way and we will not be responsible for any charges you incur as a result of not accounting for this.**

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### **Coronavirus Update:**

Due to the current situation with Covid 19 (corona virus), for the interim all bookings for party packages will be 'transferable' to a future date up until September 2022 at no penalty, subject to availability. Meaning that if you have booked with a deposit or perhaps paid in full and are worried about the spread of the virus and want to take precautions, we will happily give you an alternative later date.

Should you feel that you wish to continue with your booking, then please proceed as normal and we will see you for your arranged booking.

Cancellations from us will only be put in place if instructed to do so by the government or if we believe the children and party guests are at risk from infection.

We will try to work with you to move your booking to another suitable date. If we cannot accommodate this then the £20 booking fee will be retained however we will refund you by your original method of payment.

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You, the HIRER are responsible whilst hiring equipment from BinkyBounce to ensure that all possible steps are taken to avoid injury or damage to any persons or to the equipment. Please ensure that the following Safety Instructions and guides are followed.

### **General: Soft Play Hires**

- We recommend that our soft play is suitable for age ranges between 0 and 5 years old.
- Where possible please keep all equipment supplied by BinkyBounce dry and out of the rain.
- All of equipment supplied from BinkyBounce is for the use of children only and **MUST NOT** be used by any adult.
- All children must be supervised when using BinkyBounce equipment.
- Always ensure that the soft play equipment is not overcrowded, and limit numbers according to the age and size of Children using it. Try to avoid large and small Children from using it at the same time.
- Children should not be pushing, colliding, fighting or behaving in a manner likely to injure or cause distress to others.
- Cow print soft play mats must not be broken up or moved, we keep these in squares of 4.
- Please ensure you keep the equipment on the mats that we supply to avoid damage and possible injury to users.
- No shoes to be worn on the mats, soft play items or in the ball pit.
- For hygiene purposes, socks must be worn at all times on the equipment.
- No food, drink or chewing gum is to be consumed while playing on any supplied Equipment.
- No Face paints or coloured objects like silly string allowed near equipment, this stains it and cannot be removed.
- Ensure that sharp objects including keys, toys and jewellery are not taken onto the equipment
- We would advise that children who wear spectacles or hearing aids remove them prior to going onto the equipment.
- No person with a medical condition, back or neck problems, or a child feeling unwell should go on the equipment.
- Any equipment damaged during hire should be removed from the play area immediately to avoid possible injury and reported to BinkyBounce.

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### **General: Bouncy Castle hires**

- If winds OR gusts exceed 24mph (38Kmph, or Force 5 on the Beaufort Scale) then we WILL cancel the hire of the inflatable. This is a requirement by law set out by the HSE and could mean that we cancel as late as on the same day or during your party/event booking. In cases where we are unsure we will measure wind speeds on site.
- A responsible Adult must supervise the Bouncy Castle at all times. Alcohol or any other substance is forbidden whilst using or supervising the castle.
- Each unit has a limit of a person as tall as the side walls of the castle (When standing on the castle). Please ensure no-one over this limit uses the equipment.
- No food or drinks or gum to be allowed on or near the inflatable Bouncy Castle which will avoid choking and damage (Please note if the Inflatable is collected in a dirty condition or damaged then the person hiring it will incur a cleaning and, or repairing charge).
- All footwear, glasses, jewellery, badges MUST be removed before using the Bouncing Castle. Try to encourage children to leave their footwear away from the step of the castle.
- No face paints, party poppers, streamers, silly string or ink based products to be used either on or near the Bouncy Castle as this can stain the material.
- No smoking or cooking equipment near the Bouncy Castle.
- Climbing, hanging or sitting on walls is DANGEROUS and under no circumstances should this be allowed.
- Make sure that the Bouncy Castle is not overcrowded, and limit numbers according to the age and size of Children using it. Try to avoid large and small Children from using it at the same time.
- Prevent Horseplay, Please ensure Children are not pushing, colliding, fighting or behaving in a manner likely to injure or cause distress to others. Somersaults are strictly forbidden as these are very dangerous on this type of equipment.
- If the Bouncing Inflatable Castle is not being used for any part of the day, please switch the blower off at the mains.
- Do not allow anyone to be on the Bouncy Castle during inflation or deflation as this is DANGEROUS.

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- Do not allow anyone to bounce on the front safety step as a Child could easily bounce off the inflatable and get hurt. The step is there to assist users in getting on or off, it is therefore a safety device not a bounce space.
- It is essential to ensure that no-one with a history of back or neck problems is allowed on the Bouncy Castle and also any Child who is feeling unwell.
- No pets, toys or sharp instruments to be allowed on or near the Bouncy Castle.

Note: When the bouncy castle or inflatable is deflated please do not allow children or pets to run on the top of it. This can damage the art work and get it dirty.

- The Bouncy Castle should not be used if it becomes wet on the jumping area and in the event of rain, the unit should be switched off and not used. When the rain ceases then dry the castle with a towel and play can commence.
- In the event that the blower stops working, please ensure all users get off the inflatable immediately. The blower has a safety reset button, try pressing this, also check the fuses and make sure the blower tube or deflation tube has not come undone or something has not blown onto and is obstructing the blower. In the event that it overheats, or loses power, switch the blower off at the mains, then switch it back on again 1 or 2 minutes later, and it should restart. If it does not, inform us straight away.

### **DISCLAIMER**

Please note that all persons using any equipment hired from BinkyBounce do so at their own risk. It is important that the hirer (thats you) understands what our Public Liability cover actually covers. Our policy covers the hirer against loss, damage or injury caused by inappropriate or unsafe set-up and faulty equipment. It DOES NOT protect against loss, damage or injury caused through either negligent use of the equipment, or by altering any aspect of the set-up after we have left. The person/s or organisation hiring this equipment will therefore be responsible/liable for any damage or injury occurring from or as a result of misuse or reckless use. Our Company cannot accept any responsibility for any injury caused to anyone using this equipment under such circumstances. These guidelines are for the safety of all people using this equipment, and it is the sole responsibility of the hirer to ensure they are fully adhered to at all times.

When booking with us you agree that you have read the above agreement and fully understand and accept the conditions as above. Whilst in your care, you are fully responsible for the equipment and will pay for any loss or damage that may occur, this will include the equipment being returned in an unacceptable condition, i.e.: If it is in excessively dirty or muddy condition, you will be expected to pay the additional cleaning charge of £30.

Signed:

Dated: