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Definitions

- 1.1- "The Client" - refers to the hirer, person or organisation placing an order for equipment or entertainment with "The Company".
- 1.2 "You" refers to the hirer, person or organisation placing an order for equipment or entertainment with "The Company".
- 1.3 "The Company" - refers to Bromley Bouncy Castles Limited and any other trading names including but not exhausted to BJ's Bouncy Castles & Soft Play Hire, BJ's Bouncy Castles Limited.
- 1.4 "Us" refers to Bromley Bouncy Castles Limited and any other trading names including but not exhausted to BJ's Bouncy Castles & Soft Play Hire, BJ's Bouncy Castles Limited.
- 1.5 "Wet Hire" - refers to equipment or service hired by the client but operated and supervised by the company (manned). This includes items with the words "with staff" in the item title or where you have booked event staff, at an additional charge and will be displayed on your item list, under event staff hire, on your booking confirmation with the duration booked.
- 1.6 - "Dry Hire" - refers to equipment or service hired, operated and supervised by the client themselves (unmanned).

2. Ordering

- 2.1 - By placing an order either online, verbally over the phone, via email or any other method it is deemed and understood that the client fully agrees and bound by these terms and conditions, cancellation policy and enter into a contract with "the company".
- 2.2 - When booking online our system will show you the availability of our equipment or service for that day and not our ability to deliver these at specific times. The company will let you know if we are unable to fulfil your order or specific time frames other than what we have stated on the form.
- 2.3 - When placing an order please ensure you have land owners/venues/councils permission. The client must send copies of the permission to the company when requested. Copies of our insurance, method statements, risk assessments, disclaimers and method statements are available to view on our safety page. If you have any queries, please contact us before ordering.

3. Delivery and Collection

- 3.1 - Our standard home back garden delivery and collection options are as follows; (SUMMER: April – October) delivery between 6.45–11.45 or between 10.30–13.30. An early premium delivery option between 6.30-9.30 is also available at a surcharge. Home collections are from 17.00 onwards, later premium collections are available at a surcharge. (WINTER: November – March) delivery between 07.00–11.00. Collection before dark, unless prior agreement.
- 3.2 - Due to the large area we cover we are unable to take specific timings, unless hiring a venue, but requests may be made and notes added to your booking where we will do our best to accommodate these although these cannot be guaranteed.

3.3 - For home bookings with a later finish time than our offered collection times, we offer an overnight service at an additional charge; this is for adult/family item/s only. No children's items are available for overnight hire unless indoors. All item/s will be required to be kept inflated overnight to avoid damage caused by animals, such as foxes or badgers biting the material. The area must be totally secure and lockable. You are fully responsible for any damage or loss while on hire.

3.4 – If the client has hired a venue, hall or school then the company will require a minimum 60-minute window for delivery and a minimum 30-minute window for collection. This allows the company time for set up and packing away, as well as taking into account any unforeseen delays that may occur. Later collections are available at a surcharge. On occasions where you are hiring larger inflatables or multiple items then a larger window for set up and collection will be required – our office staff will let you know if this is the case.

3.5 - All services and equipment booked will be delivered, inspected and set up on site by our delivery team. Once we leave, the hirer will become fully responsible.

3.6 – The client is liable for any breakages, damages, losses, theft (including overnight) to the full value for either repair or replacement. You will be notified and payment taken from your card held on file, if not paid on collection.

3.7 - Please ensure you have adequate entrance points and access in regards to size for the equipment you are hiring. Some of our equipment such as larger inflatables require at least a 1m access point or may even need our delivery team to drive direct onto the site or installation point. See items description for any special requirements. Please contact us if in doubt.

3.8 - The client must not refuse the collection of the equipment for any reason. You will have no claim to any of our items or services.

3.9 – The company's items and equipment are left in the responsibility and care of the client from the time they are delivered until the time that they are collected. If collection is delayed for any reason the client is still responsible until the items are collected.

3.10 - Our delivery team have strict and tight delivery schedules so need to be able to commence set up of our equipment straight away once on site. Any delays could become chargeable at a rate of £10 per every ten minutes or delivery refused and no refund given along with full rate of the hire price will be chargeable for loss of hire.

3.11 - As we offer an overnight hire service this sometimes means that our equipment can be collected and then delivered either wet or dirty. This may mean the equipment is then cleaned or wiped down on site at the next delivery or be left to dry.

4. Delays/Breakdowns

4.1 - All delivery and collection times are approximate and the company will always try its best to ensure our delivery teams run on time and within their delivery time slots; however, due to situations and issues outside of the company's control such as traffic problems, finding parking, delays at previous deliveries, vehicle breakdowns, etc. the company will not be held responsible or liable for any losses or costs incurred by yourselves or any forms of additional compensation. The company recommends that the client allows 1-2 hours either side of your delivery and collection to ensure the smooth running of your event.

4.2 - The client must report any breakdowns or faults to the company at the first instance via telephone or text. The equipment should not then be used unless advised by the company that it is safe to. The company will dispatch, where possible, someone to inspect the fault, provide a replacement subject to availability, and aim to fix or replace within 2 hours of reporting the fault with our acknowledgement, if it's down to the company's equipment.

5. Equipment and Ownership

5.1 - All sizes and measurements quoted are approximate and are to the best of the company's knowledge.

5.2 - All equipment remains the property of the company at all times.

5.3 - The company reserves the right to alter, amend or change the product specifications, descriptions and colours without prior notice.

5.4 - The company reserves the right to substitute any booked equipment or service with another piece of equipment or service of a similar type and value without prior notice in the event the booked equipment or service is unavailable. The company will always try to advise of this as soon as possible.

5.5 - The company reserves the right to use any images or photos of our equipment or service regardless of who took the photo and where it is displayed. We will not seek permission to use these and they may be used within our future marketing efforts or product images. This also includes any images taken by ourselves.

6. Location

6.1 - The space required to operate the equipment safely needs to be larger than the equipment size all around, for any questions regarding this please contact the company's office via [email](#) or [telephone](#). It is the clients responsibility to check that they have enough space and also the correct surface to operate the equipment booked.

6.2 - On delivery, if the surface, space or venue isn't suitable the equipment will not be set up, delivery will be refused and a full charge will be due from the client. This includes any provisions the client has failed to inform the company such as height restrictions, stairs, obstructions, excess distance to site, surface types etc.

6.3 - On delivery the equipment will be set up in one agreed location and will not be moved once unloaded and erected. Under no circumstances should the client attempt to move, relocate or reposition the equipment as this could then make the equipment unsafe and cause injury and/or death.

6.4 - If you require the items to be set up on hard standing, we may drill and bolt the inflatable down safely into the concrete. It will leave a small hole from each bolt. The company does not accept any responsibility for any damage caused by drilling holes for the bolts at the time or at a later date. Tie offs and weights can only be used on occasion and if agreed safe to do so.

6.5 - It is the clients responsibility to ensure that suitable security and crowd control, manning and line attendant/s measures are in place prior to the start and during the event. We strongly advise you arrange fencing around the equipment when in public places.

6.6 - It is the clients responsibility to inform the delivery team prior to the start of delivery of any underground services such as pipes in the surface present on site. Many of our equipment requires metal pegs, up to 500mm long, which are inserted into the ground to secure them safely. The company will not accept responsibility or cost of damage caused by these.

6.7 - Where the delivery needs to go through a house, property or any other area, our drivers will take the utmost care; however, any unforeseen damage caused will not be accepted by the company as their responsibility and this will be down to the client to repair, replace and take responsibility for.

7. Power requirements and Petrol Blowers

7.1 - The majority of our equipment requires a power supply in order to operate. This is normally taken by a household 13 amp 3 pin plug or on occasion a 16 amp socket. The number of sockets required would depend on the type and number of equipment ordered; if you are unsure please check with the company or venue first.

7.2 - We use an extension lead of 25m to connect the power and the equipment. These can be increased up to a maximum length of 45m, upon request at the time of booking. If the required distance is further than 45m then a petrol blower would be required, at an additional cost.

7.3 - It is the hirers responsibility to ensure the correct extension lead or petrol blower is chosen. The hirer will be held liable for full payment in the event that the extension lead is too short/not suitable, if there are not enough sockets available (a minimum of one plug is required per item ordered) or if a petrol blower is required but was not ordered.

7.4 - The petrol blowers are hired in from a third company; therefore, the company does not take any responsibility as a result of any mechanical or breakdown of the petrol blowers. However, the company will do their best to try and resolve any issues while on hire.

7.5 - The petrol blower hire comes with a tank full of fuel, which will last approximately between 2.5 hours and 4.5 hours, dependant of the number of users and size of the equipment. The client will be shown by the company how to operate the petrol blower and how to re fuel. The company can provide additional fuel, upon advance request, at an additional cost when booking.

7.6 - Any generators on a 'dry hire' will require refuelling during the hire period. The client must ensure someone capable is able to do this and that regular checks on the petrol blower fuel levels and they should not be allowed to go any lower than ¼ of a tank.

7.7 - If the client hires their own generator or petrol blower then it's the clients responsibility to ensure the generator rating is powerful enough for the equipment hired, as well as ensuring they have the required number of 13amp/16amp sockets needed with suitable leads and connectors. We also strongly recommend the booking of a backup generator should you have any issues. The company does not take any responsibility as a result of any mechanical or breakdown of the generators or petrol blowers.

8. Health and Safety and Supervision

8.1 - When placing a booking the client must have checked and understood all health and safety documentation from us and also from your venue for the hire to go ahead. Copies of our insurances, risk assessments, disclaimers and all other documentation are available to view on our safety page. If you have any queries, please contact us before booking. Any restrictions placed on the client after booking to which we weren't informed of at the time of booking and placed in writing with the client will not be accepted as a valid cancellation reason and normal cancellation fees will apply.

8.2 - Ensure the users age and/or height limit is not exceeded at any time. Users should be no taller than the walls of the inflatable. Ensure the item/s are not overcrowded. No climbing, hanging or sitting on the walls or sides. No playing around on the steps. Keep entrance and exit clear at all times. Check product description or contact us prior to use.

8.3 - All shoes, badges, jewellery, belts, glasses, lenses, loose objects and sharp objects must be removed before use.

8.4 - Do not put anything on our equipment or inflatables. This includes but is not limited to; **no face-paint, sharp objects, animals, toys, confetti, party poppers, colour streamers, bubbles, glitter, gum, food, drinks, or water.** The hirer/you gives the company permission to invoice you and charge your card for a cleaning fee from £30.00 to replacement value, plus loss of hire per item if the item/s are in an unclean state upon collection.

8.5 - Keep the inflatable dry and clean at all times. **No water, hoses, water bombs, pools, water guns** ect. The hirer gives the company permission to charge their card or invoice a cleaning/drying fee from £30.00 per item, if the item/s are in an unclean/wet/dirty condition upon collection.

8.6 – Do not attach or stick any tape, posters, pictures, banners, labels or balloon arches to our equipment/artwork. The hirer gives the company permission to charge your card or invoice a fee if there are any damages as a result of this.

8.7 – No smoking on or near the hired item/s. The client must ensure users are not under the influence of any drugs or alcohol.

8.8 - Ensure the vent on the blower is kept clear at all times otherwise it will go down.

8.9 - All equipment must be supervised at all times by at least one responsible and competent adult over the age of 18 years old. Certain or larger pieces of equipment at larger events will require additional supervision with at least one member at each

entrance and exit. If the client wishes not to do this or accept the risk themselves then we can provide event staff on request at an additional charge, subject to availability.

8.10 - If also hiring staff please note they are there to operate and supervise the equipment safely and are not there to mind, watch or be responsible for children or the users valuables or venues property. Manning staff are not responsible to operate queues/lines unless you are hiring additional attendants to do so.

8.11 - The company reserves the right to remove or stop operating any equipment where it is felt the conduct of guests endangers the safety of other guests, or our equipment is being misused or by users or for any other reason the company may see fit. In these cases, no refund will be offered.

9. Liability and Insurance

9.1 - The company provides 5 million pound public liability which covers the equipment only and not the users. It is the clients responsibility to ensure that they have adequate insurance cover in place to cover the users and the public.

9.2 – All users of the item/s do so at their own risk.

9.3 - The client/hirer/you agrees to indemnify the company for any damage or theft of the company's equipment whilst on hire. Our insurance theft cover doesn't cover our equipment whilst on hire therefore the client is responsible for the cost of repair or replacement in full. If this occurs you will be notified of the cost and payment will be reclaimed.

9.4 - The client agrees to indemnify the company from any claims including but not limited to property damage, accident or injury claims for users or the public.

10. Weather

10.1 - The company's policy is to turn up to all bookings regardless of the *weather. Our service is to provide you with the equipment and service as promised. We cannot be held responsible for adverse weather before or during your hire and no reduction in our charges will be offered. *unless high winds or torrential weather.

10.2 - If hiring inflatables, none of our equipment can be operated in wind speeds exceeding 24mph in open space. The inflatable should be unplugged until the wind speed reduces. We always advise you to have and use anemometer first. This is to ensure we fully meet the European standard and to ensure all our equipment is operated within safe conditions and minimise the risk of accident or injury. If we have to cancel in the event of extreme wind speeds then the client will not be liable for a refund but will be offered an option to transfer the holding deposit to a future date, once and within 30 days of the original hire date.

10.3 - In the event of light rain fall the client must ensure the item/s are kept inflated and the extension lead covered with a plastic bag. Never cover the blower vents. In the event of heavy rainfall, the client should switch the item/s off by the mains, cover the extension lead with a plastic bag. Wait for the rain to pass and switch back on immediately afterwards to allow the item/s to dry. Use towels where necessary. Please contact the company further if in doubt.

11. Quotes, Deposits, Payments, Balances and Prices

11.1 - All prices listed online are subject to change without any prior notice and include VAT at the current rate for domestic customers. VAT is not included for business and corporate customers, VAT at the current rate will be added onto all invoices, payable. If you are a VAT registered company, you can claim the VAT back.

11.2 - All written quotations are valid for 7 days.

11.3 - All orders require a minimum £25.00 holding deposit and must be paid at the time of booking. Any orders without a holding deposit will be cancelled.

11.4 - All holding deposits are non-refundable and non transferable.

11.5 - All holding deposits are item and date specific so any changes will result in your original holding deposit being lost and a new holding deposit and booking being required.

11.6 – The company's securely encrypted payment system 'Square' stores the clients card details on file. This feature allows the company to collect any final or outstanding balances before and after the clients booking. Square card-on-file also allows the company to charge for any loss, damage, extra requests or cleaning costs to our equipment. The client will be notified in advanced before any charges are taken. When the client agrees to the companies terms and conditions, they are giving the company permission to take payment, whether you complete the order or booking online, via telephone or any other means.

11.7 - The company is unable to offer any credit facilities, so all remaining balances must be paid in full either 5 working days **before** the event if paying by invoice or cash upon delivery. Any remaining balances may result in court action to recover any monies due and interest charged at 5% above the bank of England current rate.

11.8 - All card payments will incur a 3% booking/handling fee added.

11.9 – Miscellaneous charges

- Cleaning charges from £30.00 per item up to the value of the item to replace and any loss of hire while waiting for a replacement.
- Lost balls (footballs from £10.00 to £40.00 each
- Velco balls, velcro darts, velcro axes from £25.00 to 40.00 each!
- Ball pit balls not returned into the ball pit upon collection from £20.00
- Equipment made wet by water hose, swimming pools ect (apart from rainfall) from £50
- Face-paint, dirty equipment, food, drinks ect from £35 to replacement value if stained.
- Damaged equipment - repair or replace to cost value and loss of hire while replacement/repair.

12. Cancellations

12.1 – If the client cancels their booking prior to 24 hours of the hire date then only the holding deposit will be lost.

12.2 – If the client cancels their booking within 24 hours of the hire date, then full payment is owed.

12.3 - If the client cancels on arrival, then full payment is owed.

12.4 - If the company need to cancel the clients booking for any valid reason, then full payment is owed. This includes but is not exhausted to the garden/hall/venue not big enough/ not fit for purpose, space not as described, items not fitting, client double booking, client booking wrong date, client changing their mind, client forgetting to cancel.

12.5 - Rain cancellation. You can call us on the morning of your hire to cancel, but only if it is raining at the time. This must be before the delivery driver arrives to you. You will not be liable for the outstanding hire amount only the holding deposit will be forfeited. If it is not raining at the time and you wish to cancel as you think rain is due, full payment will be payable.

12.6 – If the client has paid in full via bank transfer or debit/credit card and cancels prior to 48 hours of the hire date then the client will not be liable for a refund but will be offered by the company an option to transfer the payment to a future date, once and within 30 days of the original hire date.

12.7 - If the client has paid in full via bank transfer or debit/credit card and cancels within 48 hours of the hire date then the client will be liable for the full hire amount and no refund will be offered by the company.

12.8 - All contracts between client and our company are subject to contract force major.

12.9 - All payments owed will be taken from your card on file automatically. First you will be notified either by telephone, text or email. We will send you across an invoice receipt.

13. Complaints and Problems

13.1 - In the unlikely event that you are unhappy with any aspect of our equipment or services provided then please make your delivery team aware and our [booking office](#) in the first instance. Do not accept the hire if you are not happy in any way.

13.2 - If you have any problems during the event or are unhappy in any way you must report this ASAP via telephone/text in order for us to try and put this right. Any claims made after the hire period will not be accepted nor any refund offered.

PLEASE DO NOT BOOK WITH OUR COMPANY UNLESS YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS IN FULL.

Our Privacy Promise - Data Protection law will change on 25 May 2018. This notice sets out most of your rights under the new laws. Data Protection law says that we are allowed to use personal information only if we have a proper reason to do so. To fulfil a contract we have with you, or when it is our legal duty, or when it is in our legitimate interest, or when you consent to it.

Keeping our records up to date, working out which of our products and services may interest you and telling you about them. • Developing products and services, and what we charge for them. • Defining types of customers for new products or services • Seeking your consent when we need it to contact you. • Being efficient about how we fulfil our legal duties.

To deliver of our products and services • Update you on your booking, delivery or cancellation • To make and manage customer payments. • To manage charges and interest due on customer accounts. • To collect and recover money that is owed to us. • To detect, investigate, report, and seek to prevent financial crime. • To manage risk for us and our customers. • To obey laws and regulations that apply to us. • To respond to complaints and seek to resolve them.

We will only contact you regarding our services and products. We do not sell or transfer your data to anyone else. By clicking agreeing to our terms and conditions you also agreeing for us to make contact with you via email, telephone, social media or any other means necessarily.

