

Terms and Conditions

Sutton Leisure and Events Limited

General Terms and Conditions

1. Definitions

- 1.1 - **"The Client"** - refers to the hirer, person, company or organisation placing a booking, order for equipment or entertainment with "The Company".
- 1.2 - **"The Company"** - refers to Sutton Leisure and Events Limited and any other trading names including but not exhausted to Bouncy Kings, OMG Bouncy Castle Hire, Ride the Rodeo, Jellyfish Entertainments.
- 1.3 - **"Wet Hire"** - refers to equipment or any service hired by the client but operated and supervised by the company (manned).
- 1.4 - **"Dry Hire"** - refers to equipment or any service hired by the client and operated and supervised by the client (unmanned).

2. Ordering

- 2.1 - By placing a booking or order with the company either online, verbally over the phone, via email or any other method regardless of whether a deposit has been paid it is deemed and understood that the client fully agrees and is then bound by our terms and conditions listed here and then enters into a contract with "the company".
- 2.2 - All equipment remains the property of the company at all times.
- 2.3 - 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 ASAP if we are unable to fulfil your order or specific time frames.
- 2.4 - All booked equipment is subject to availability on the hire date which can be affected by breakdown, stock replacement or rotation, etc. The company reserves the right to substitute any of the booked equipment or entertainment at any time to another piece of equipment or service to a similar price or entertainment, as seen fit by the company. The company will always try to advise of this as soon as possible.
- 2.5 - When placing a booking please ensure you 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, testing, risk assessments, disclaimers and all other documentation is available to view and download online. If you have any queries please contact us before booking.

3. Delivery and Collection

- 3.1 - Our standard delivery time is between 7am and 12pm (Noon) and our standard collection time is between 4pm and 7pm. Due to the large number of bookings we take we are unable to take specific timings, unless using and hiring a venue, but requests may be made and notes added to your booking where we will do our best to accommodate these. However, these cannot be guaranteed and no confirmation will be given until you receive your delivery and collection timings within 48 hours before your booking via text.
- 3.2 - For bookings with a later finish time than our standard collection times we offer an overnight service at an additional charge, details of this charge for each asset or booking can be found online or by contacting the office. Overnight hires are limited and on a strictly first come first served basis so should be booked at the

same time as making the initial booking. This service cannot be added on the day and the area must be totally secure and lockable.

3.3 - We complete our run sheets for delivery and collection normally 48 hours before the booking date once all orders are in. Once these have been completed you will receive a text message on the mobile number you have provided with your delivery and collection slot. If you do not receive this by the day prior to your booking please contact the office to confirm your booking and times. Once these times have been sent we are unable to make any alterations or changes to these.

3.4 - All services and equipment booked will be delivered, inspected and set up on site by our delivery team. Once set up, the client or the representative acting on their behalf must then sign for the delivery by signing our terms of hire.

3.5 - By signing for the equipment or service, the client or the representative acting on their behalf are confirming that they are happy with the equipment, location and service and that everything has been left in full working order and is fit for purpose.

3.6 - Once the equipment has been signed for any breakages, damages, losses, theft (including overnight) will then be liable by the client to the full value for either repair or replacement.

3.7 - In the event that you are unhappy with any of the equipment or services provided then please make your delivery team aware and do not sign for any of the equipment until you are happy with the resolution offered by the company. Once the equipment has been signed for, you are signing to confirm that you are happy and that any claim made after will not be accepted nor any refund offered.

3.8 - Please ensure you have adequate entrance points 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 and installation point.

3.9 - The client must not refuse the collection of the equipment for any reason.

3.10 - All company 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.

3.11 - Our delivery team has 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.

3.12 - 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. Please allow at least 2 hours before your event for this just in case.

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, 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 2 hours either side of your delivery and collection to ensure the smooth running of your event.

4.2 - In the event of any mechanical or breakdown of equipment either before or during your event which

prevents or limits us to fulfil our contracted obligations, our liability shall be limited to a pro rata refund of any monies paid in relation to the contracted item or equipment to which we are unable to provide. Where a break down occurs during an event, a pro rata refund for the remaining time booked will be applied based on the start and finish times we have from you. Any refund will also be limited to the specific item at fault and not the booking as a whole. This also includes generator failure, only being limited to the cost of the generator affected and not any of the items to which it is due to power. The company highly recommends the use of additional back up generators or back up power sources.

4.3 - All breakdowns or faults must be reported to the company ASAP via phone by the client and the equipment should then not be used from the discovery of the fault until the client is told it is safe to do so by the company. The company will then 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. Any reduction of our fee is at the discretion of the company and limited only to the percentage of time the equipment is inoperable.

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 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 is damaged, stolen or double booked.

5.5 - The company reserves the right to use any images or photos of our equipment 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.

5.6 - Some of the equipment the company hires isn't directly owned by the company and is hired in via 3rd parties.

6. Location

6.1 - The space required to operate the equipment safely may be larger than the equipment size and this information can be found online under the individual product descriptions or by contacting the office. 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 expected from the client. This includes any provisions the client has failed to inform the company such as stairs, obstructions, excess distance to site (over 50m) 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 - It is the clients responsibility to ensure that suitable security and crowd control measures are in place prior to the start and during the event.

6.5 - It is the clients responsibility to inform the delivery team prior to the start of delivery of any underground services present on site. Many of our equipment uses 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.

6.6 - Where the delivery needs to go through a house, property or any other area, our drivers will take the utmost care; however, any 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

7.1 - The majority of our equipment requires a power supply in order to operate.

7.2 - This is normally taken via a standard household plug and the number of these required will depend on the type and number of items you have hired.

7.3 - We use extension leads in order to connect the power supply and equipment, these are normally 25m extension leads. We are able to provide up to 50m extension leads with prior notice but after this a generator would be required.

8. Generators

8.1 - 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 they are able to make regular checks on the generator fuel levels and they should not be allowed to go any lower than $\frac{1}{4}$ of a tank.

8.2 - The company strongly recommends the use and booking of back-up generators should you have issue with your generator.

8.3 - Our equipment requires the use of a 16amp plug. The client must ensure they have enough 16amp sockets for the number of blowers and equipment they are powering from the generators with suitable connectors and leads.

9. Health and Safety and Supervision

9.1 - 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, testing, risk assessments, disclaimers and all other documentation is available to view and download online. 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.

9.2 - All our policies and insurances are available online to view and download. However, due to renewal or testing dates these may become out of date for your event date. Once new documentation is received these will be updated online.

9.3 - Appropriate clothing must be worn by all users of our equipment at all times. This includes making sure all users wear socks and all exposed skin is covered to avoid burns, injury or friction burns. During hot weather inflatables and PVC can become extremely hot. If the inflatable becomes too hot it mustn't be used until the temperature has cooled.

9.4 - Do not put anything on our equipment or inflatables, including liquids.

9.5 - 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 exist. 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.

9.6 - 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 venues property.

9.7 - Not all items are available for dry hire and will include a member of our staff for a set period. This will be indicated with the words "inc staff" in the product title.

9.8 - 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 users or for any other reason the company may see fit. In these cases no refund will be offered.

10. Liability and Insurance

10.1 - 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.

10.2 - The client 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.

10.3 - The client agrees to indemnify the company from any property damage claim.

10.4 - The client agrees to indemnify the company from any claim of accident or injury from users of the equipment.

11. Weather

11.1 - 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 rresponsible for adverse weather on the day and no reduction in our charges will be offered.

11.2 - If hiring inflatables, none of our equipment must be operated in wind speeds exceeding 24mph, or lower for certain types of units. This is to ensure we fully meet the EU law and to ensure all our equipment is operated within safe conditions and minimise the risk of accident or injury.

11.3 - During periods of rain our equipment must not be used. The client must wait for the period to pass and then dry all equipment before using again.

12. Deposits

12.1 - All bookings equivalent to £90 or above require a deposit. The deposit amount depend on the booking value and for dry hires the percentages are below:

Booking Value	Percentage Deposit
£0 - £89	0.00%
£90 - £199	25.00%
£200 - £499	35.00%
£500.00 plus	50.00%

12.2 - All wet (staffed) hires require a 50% deposit at the time of booking,

12.3 - Any booking placed where a deposit is not paid within 7 days of booking could be cancelled.

12.4 - All deposits are non-refundable and will be lost on cancellation.

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

13. Payments, Prices and Balances

13.1 - All written quotations are valid for 14 days, after this period a new quote will need to be provided which could result in an increase in price.

13.2 - On the date of your event we are only able to accept cash for any remaining balances and this must be paid upon delivery. We are able to accept payment through the office via an accepted debit or credit card or via BACs transfer direct into our account.

13.3 - The company is unable to offer any credit facilities, so all remaining balances must be paid in full either before the event date or upon delivery.

13.4 - All prices given and listed online are subject to change without any prior notice.

13.5 - All prices are subject to VAT at the current rate.

13.6 - The Company reserves the right to charge interest on all overdue balances at 2% above the bank of England current interest rate.

13.7 - For bookings above £200, wet hires or for weddings the remaining balance will be due 4 weeks before the hire date.

14. Cancellations

14.1 - Under UK law in general, a client has the right to cancel an order, service or product within 14 days of placing a booking and entering into a contract. However, due to the nature of our business the hire of our products and services are exempt under the exemption of leisure service activities on specific dates. The exemption helps protect the company and other traders which are limited by specific capacity for each date and are limited in our ability to resell or fill the capacity should the client (consumer) change their mind. This cover includes but is not limited to performance tickets, car hire, wedding venues etc. Traders may also be able to offer the ability to cancel but at Sutton Leisure and Events Limited in the case of hiring specific products, goods or service on a specific date we do not accept cancellations.

14.2 - By placing a booking with the company and in line with current legislation you are accepting these terms and conditions including our cancellation rights and are aware any cancellations with remaining balances may result in court action to recover any monies due.

14.3 - Details of our cancellation policy can be found on our website or by contacting the office.

15. Complaints and Problems

15.1 - If you have any problems during the event or are unhappy in any way you must report this ASAP via phone in order for us to try and put this right. Any claims made after the hire period will not be accepted.

PLEASE DO NOT BOOK WITH SUTTON LEISURE AND EVENTS LIMITED UNLESS YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS