



# Party Inflatables & Soft Play Hire Terms & Conditions

These terms and conditions will apply **ALONGSIDE AND IN ADDITION TO** the [Standard Terms and Conditions](#) for hire of SOS Entertainment equipment and services.

## 1. DISCLAIMER - IMPORTANT NOTICE

Provided that our soft Play and Inflatable equipment is used in accordance with the SOS Entertainment guidelines and conditions of hire, anyone using our soft play and inflatables should do so safely. However, accidents can happen. SOS Entertainment can accept no liability for injuries sustained or for any other loss, however caused, in the absence of the negligence of SOS Entertainment or its employees, helpers and representatives.

For the duration of each hire, the equipment is not in the possession or control of SOS Entertainment. So, for the duration of the hire and particularly whilst it is in use, the equipment is deemed to be in the HIRER's possession and control. **As such, for the duration of the hire, including set up and take down, any liability for injuries or other losses other than in the circumstances described below rests with the HIRER. Accordingly, it is strongly recommended that the HIRER organises adequate Public Liability Insurance for their event.**

## 2. SUPERVISION

2.1 Throughout the hire period, the HIRER is responsible for the supervision of the equipment, its care and safety from damage (however slight).

2.2 Throughout the hire period, the HIRER is responsible for the behaviour of all the persons, of all ages using the equipment, whatever their capacity. This includes proper supervision of all children, and also means ensuring that children under school age use the equipment separately to older children or adults.

2.3 Minimum and maximum ages for the safe use of our equipment is stated at the time of booking. Failure to observe age limits at any time during the hire period will render the hirer liable for injuries and, in the case of damage to the hire equipment, for any associated repair costs.

### Bottom line:

- **Whilst the equipment is with you, it's your responsibility to supervise it and to make sure it's used safely and in compliance with our instructions, guidance and recommendations.**

- For the duration of the hire, you will be responsible and liable for accidents or damage to persons, property and the hire equipment.

### 3. CUSTOMER / HIRER OBLIGATIONS FOR SAFE USE

3.1 You will give us all the information we ask for in respect of the age groups using our soft play and inflatable equipment. Failure to do this may delay or prevent us from accepting your booking.

3.2 By hiring our equipment, you are agreeing that:

3.2.1 You will not use the equipment for any other purpose than that described in the agreement.

3.2.2 You will not allow a third party or company to sub-hire the equipment.

3.2.3 You will not use, or allow the equipment to be used, for any unlawful purpose, or in any unlawful way.

3.2.4 You will not remove or obscure any safety signs which need to be displayed alongside any equipment.

3.2.5 You will not interfere with (or allow others to interfere with) any additional part of the equipment which is needed for safe use of the equipment, eg: ropes and lines for security pegging, generators where supplied etc.

3.2.6 No food or drink is taken onto, into or consumed on the equipment.

3.2.7 No party poppers, coloured streamers or silly string should be taken, thrown or sprayed into the equipment. These materials may permanently stain the equipment and the HIRER will be liable to compensate SOS Entertainment in the event of damage.

3.2.8 No smoking or vaping will take place on or around the equipment. Where items such as inflatables and soft play are set up indoors in private venues, the HIRER agrees that smoking and vaping will not be allowed in the same room as the equipment.

3.2.9 You will not allow anyone onto the equipment who is:

- Wearing shoes
- Wearing spectacles
- Carrying sharp objects, including keyrings, metal-studded clothing or similar items which could cause damage to persons or the equipment.
- Under the influence of alcohol, drugs or other intoxicating substances.
- Not of an age agreed for safe use of the equipment.

#### **Bottom line:**

- **We'll ask lots of questions and You agree to give us the information we need.**
- **We may pass on lots of additional instructions and You agree that you'll follow them and will ensure your guests / participants follow them.**
- **By hiring our equipment, you are agreeing to all of our Terms and Conditions and you'll be responsible for the safety of the equipment users and the equipment itself.**

### 4 . CUSTOMER / HIRER OBLIGATIONS FOR EQUIPMENT

4.1 Many of our inflatable items take up a considerable space, so the HIRER is responsible for ensuring that items being booked for hire will fit at the venue. By placing the booking, the HIRER agrees that they have checked the measurements of items and the space needed for safe use of them. If, when SOS Entertainment arrives to set up the booked item, it is found that it cannot be set up and used safely within the space available, the HIRER will be liable for the Full Cost of the failed booking.

4.2 Equipment will be set up and taken down by SOS Entertainment or our own designated representatives only.

4.3 Our team checks all equipment once set up. By using the equipment, You will be deemed to have inspected the equipment (and any accessories supplied) and to have agreed that it has been supplied in good condition and set up appropriately. Any problems, faults or doubts should be raised with SOS Entertainment at the time of set up, when taking possession of the equipment and before use of the equipment.

**Bottom line:**

- **We love our equipment and we take care of it, so we'll deliver it and leave it with you in its very best, usable condition.**
- **You should inspect the equipment and raise any concerns or issues with us straightaway and definitely before we leave after setting up, otherwise you are agreeing that everything is fine.**
- **We rely on you to check that our inflatables (and the safety space needed around them) is available at the location or site. Although we understand that everyone has a "d'oh!" moment once in a while, if the equipment can't fit safely in on the day because you failed to measure the space or check the space available, then you agree that you'll still pay us for the full hire time. This is because it will have cost us time and money to deliver the item and it will be too late for us to recoup the costs by rebooking it elsewhere.**

## **5. HIRE PERIOD**

5.1 The Hire Period is agreed at the time of booking and confirmed in our Booking Confirmation. In the case of inflatables, which can take a while to set up and take down. Setting up, taking down and removal takes place during the total hire period (unless otherwise agreed in advance with SOS Entertainment).

5.2 The HIRER agrees to inform us of any restrictions on set up and take down times and to have everything in place which are needed in time for set up and take down.

5.2.1 The HIRER agrees not to obstruct our teams in any way.

5.2.2 If hire time is taken up with unnecessary delays to us in setting up the equipment, due to any obstruction by the HIRER, their guests, or their venue, this is the responsibility of the HIRER and the time cannot be added on at the end of the hire time (unless by specific agreement with SOS Entertainment). Payment for the full hire period will be required, even if use of the Equipment is limited as a result of the delays in setting up safely.

5.2.3 Any obstructions by the HIRER, guests or venue which cause unnecessary delays to SOS Entertainment being able to take down and remove the equipment at the agreed time will be charged at £35 per hour or part of.

5.3 Extending the Hire Period at short notice, or even during the Hire Period, may be possible. This will depend whether there is already another booking for the equipment. The cost of Extended Hire Periods will be confirmed by us once we've identified the Equipment's availability.

5.3 If the Equipment Hire period is shortened or made impossible during the event, due to issues beyond our own control, the cost of the full Hire Period will still be payable. Reasons why this might happen include (but aren't limited to):

- Issues arising from the venue (eg: emergency evacuation or sudden closure).
- Issues arising from extreme weather, particularly where this is sudden and unpredicted.
- Issues relating to unsafe and inappropriate use of the equipment, outlined in section 3.

**Bottom line:**

- **Check the Booking Confirmation to ensure you have all the time needed for setting up and taking down the Equipment.**
- **If you need to extend the hire, talk to us - it's the quickest way for us to let you know if the Equipment will be available for longer.**

- **If you are booking the equipment to use at a third party venue, it's your responsibility to organise timely access for delivery, setting up, taking down and removal by SOS Entertainment. It's also your responsibility to let us know what the arrangements are.**

## **6. PUBLIC LIABILITY INSURANCE**

6.1 SOS Entertainment carries Public Liability Insurance. However, SOS Entertainment can accept no liability for injuries sustained or for any other loss, however caused, in the absence of the negligence of SOS Entertainment or its employees, helpers and representatives.

6.2 SOS Entertainment Public Liability Insurance is excluded, in its entirety, following any claim or injury to any third party or employee whether directly or indirectly related to the use of drugs, alcohol and / or other substances.

6.3 SOS Entertainment excludes any liability for injury loss or damaged cause to any person using the equipment contrary to the terms and conditions of this contract.

6.4 As stated in Section 1, for the duration of each hire, the equipment is not in the possession or control of SOS Entertainment. So, for the duration of the hire and particularly whilst it is in use, the equipment is deemed to be in the hirer's possession and control. As such, for the duration of the hire, including set up and take down, any liability for injuries or other losses other than in the circumstances described below rests with the HIRER. Accordingly, it is strongly recommended that the hirer organises adequate public liability insurance to be in place for the event.

### **Bottom line:**

- **We have our own Public Liability Insurance and, if you're hiring our items for your event, we recommend that you take out insurance too, so that everyone is covered.**
- **Safe use of the Equipment relies on good supervision and compliance with our instructions, recommendations and guidance for how to use the Equipment. As the HIRER of our items, safe use and supervision is your responsibility throughout the hire period.**

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I agree that I have read and understand these terms and conditions of hire.

I agree to comply with any relevant operating and safety instructions supplied (written and / or verbal) with the equipment.

I sign this contract to show that I agree and that I am aware of the implications and responsibilities on me as a result of hiring this item / these items.

Signed:

Print:

Date:

Hire items:

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