



These are the Terms and Conditions which govern the hire of all Splash inflatables Ltd T/as, Splash Inflatables, Event Ninja, Jump4fun Inflatables and Kidaround. Please read these carefully as you will be required to sign them prior to any hire to confirm that you acknowledge and accept these Terms and Conditions.

Splash Inflatables / Event Ninja / Jump4fun accepts no responsibility or liability for loss, damage or injury resulting from our customer's negligence, howsoever caused, which has arisen from the Customer's non-compliance to the Terms & Conditions, safety notices and other information supplied in advance to the customer by Splash Inflatables and/ or Event Ninja and/ or Jump4fun.

IF YOU ARE UNSURE OF ANYTHING, PLEASE CONTACT US ON

0141 370 1986

1.0 INTRODUCTION

- 1.1 This document is designed to provide guidance for events hiring / using play inflatables.
- 1.2 Inflatable play is normally a very safe and good way for adults and children to exercise whilst having fun.
- 1.3 It is important that you understand the risks and operational instructions for the safe use of the equipment before use.

2.0 SAFE OPERATION

- 2.1 **Anchorage:** Even in non-windy conditions the inflatable will move and creep (Perhaps taking it dangerously close to the blower). The device should be secured to the ground with stakes, where the ground is suitable. An alternative method on a hard standing can be used such as sand bags, attaching the ropes to fittings already in the ground. This shall be carried out by the company.

2.2 Weather conditions: Inflatables should not be used in excess of the maximum safe wind speed specified by the manufacturer. The industry recommends a maximum wind speed 30-38kph (19-24mph). Weather forecasts can be obtained from the Meteorological Office. If wind becomes a concern, inflatables must be deflated until safe to operate. If the wind speed picks up, and Splash Inflatables staff are not in attendance, it is the responsibility of the Hirer to contact Splash Inflatables to discuss the situation. If there is an immediate grave concern regarding excessive wind, or in an emergency, all users must leave the inflatable and the power source should be switched off. An anemometer should be on site in order to measure wind speeds and if the hirer is the designated safety supervisor the hirer should use this to measure the wind speed and record measurements.



- 2.3 **Siting of the Inflatable:** The company needs to insist that the device is sited well away from overhead power lines or other obstacles such as fences. If the ground surface is abrasive, oily or dirty, a ground sheet should be used to prevent damage.
- 2.4 **Siting of the Inflatable:** Inflatables must be sited in a place which The company can safely drive their van to the required location without causing any obstruction or safety issues. There must not be excessive mud or any indication that their van will be stuck on grass or mud. A financial charge of expenses may be charged to the hirer for the damage to vehicles or equipment/loss of earnings which has been caused by the requirement of driving/parking on unsuitable ground. We will also not be responsible for any damaged caused to grass or surfaces while hiring our equipment. This is at the hirer's risk. If the customer / hirer does not provide a suitable and safe entry and/or erection site for the equipment, the company reserve the right to withdraw from the erection of the equipment and full balance will still be due to be paid to the company.
- 2.5 **Supervision:** A company Operator will advise the hirer on the minimum number of attendants / supervisors needed to ensure safe operation of the equipment. When determining the number of participants allowed on an inflatable at any given time, the hirer needs to consider the age of the users, the number of people using the equipment and the environment in which the inflatable is being used.
- 2.6 **Unsafe Users:** Person(s) supervising need to watch the activity constantly and should use a whistle or other signal at the first sign of any unsafe behaviour such as somersaults or rough play. In the case where a child is behaving dangerously, they should be asked to exit the inflatable and no longer be able to participate. If he/she will not comply to exit the inflatable, you may be forced to remove the other participants and stop use until the situation is dealt with and there is no longer a safety issue with the unruly user.
- 2.6 **Splash Inflatables staff will guide you** as to how to use your equipment safely and all safety questions you have must be asked prior to you using the equipment. You must also read all relevant safety documentation in regards to each item that you hire. This information can be found in the tabs on each individual website page for each individual item. If you do not see this information, please ask a member of our staff to provide this for you. Please ensure that you have read the risk assessments and all the potential hazards and supervision requirements for each piece of equipment on your order.
- 2.7 All narrow entry of less than 1m must be reported to the company before hire. Any slopes, stairs or entry obstructions must be reported before the hire. The company may ask for photos of the site entry and erection site. We will not be responsible for the damage of any property obstructing our entry way or if we need to manoeuvre equipment through a building. We need to be aware of distances longer than 10m from where we will park our vehicle as our equipment is heavy and cumbersome.
- 2.8 Please ensure that your venue can accommodate the power supply required for your chosen items. This information can be found in the tabs on each individual website page for each individual item. If this information can't be seen or read, please contact the company for detailed power requirements. We, the company will not be responsible for and damage done to electric wiring systems. All company equipment is PAT tested annually and visually inspected before hire. Please do not link more than 1 electrical extension or have extension reels wrapped tightly, the cables must remain loose to avoid the them overheating and causing a risk of fire or damage to electrical units.



By going ahead and using the equipment, we assume you are happy with the siting, instructions and confident as to the safe use of the equipment. If at any point you feel unsure of anything, stop the use of the equipment and contact Robert immediately on 0141 370 1986.

3.0 METHOD OF OPERATION:

Person(s) supervising should ensure that users are admitted in a controlled and safe manner by following some simple guidelines:

Please ensure that you have read the risk assessments in relation to your hire. This is important as they cover all the individual risk for individual pieces of equipment. These can be requested from us or can be found online here:

<https://drive.google.com/drive/folders/1XLWmLleMYouU7VVpoRH3hEbaBBhrdBkQ?usp=sharing>

1. Splash Inflatables Ltd is insured for Public Liability risks in the event of damage caused to Hirers, their guests, or their property, whilst using the equipment, if the operation and safety Instructions given to the hirer are adhered to at all times.
2. The equipment has a height and number limit of use. This information can be found on the individual annual safety certificate and also on the unit itself. The equipment has a limit of age 16 unless otherwise stated. This information can usually be obtained on the tabs on the individual website page for that item.
3. A responsible adult over 18 years must supervise the equipment at all times. Some items are required by our insurance to be supervised by a company member and this will be discussed with you before your hire.

IMPORTANT! Ensure that an area of at least 6 feet (2 metres) around the equipment is completely safe and clear at all times.

4. No food, drinks or chewing gum may be allowed on or near the equipment to avoid choking and mess. Dirty equipment may incur a cleaning charge by the hirer.
5. Ensure users are clothed appropriately. All shoes, spectacles, jewellery, badges etc. must be removed before using the equipment. Make sure there is nothing dangerous that could fall out of a child's pocket.
6. No face paints, party poppers or silly string to be used on or near the equipment.
7. No smoking or barbeques near the equipment.
8. Climbing, hanging, summer saults or sitting on walls is DANGEROUS and must not be allowed.



9. Always ensure that the equipment is not overcrowded. It is best to avoid large and small users from using it at the same time. Ensure children don't behave in a manner likely to injure themselves or cause distress to others.
10. No pets, toys or sharp instruments on or near the equipment.
11. If the equipment is not being used for any part of the day, please switch the equipment off at the mains.
12. Do not allow anyone to bounce on the front safety step as a user could easily bounce off the inflatable and be injured. The step is there to assist users in getting on and off.
13. Ensure no-one goes on the equipment with a history of back or neck problems or a user who is feeling unwell or who is pregnant.
14. Do not allow anyone to be on the equipment during inflation or deflation as this is DANGEROUS.
15. Do not move or re-site the inflatable after being set up by splash Inflatables Ltd.
16. In the event of rain, the equipment must not be used and, with heavy rain, the equipment should be switched off at the mains. After, any wetness can be dried off with a towel.
16. In the event that the blower stops working:
 - please ensure all users get off the inflatable immediately

 - Check that the blower tube or deflation tube has not come undone or something is obstructing the blower.
17. In the event that the equipment 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 restart inform us straight away.
18. No persons who are visibly intoxicated may be permitted to use the equipment.
19. In the event of high winds over 24mph, remove any children from the inflatable and switch off until winds reduce. Wind can be extremely dangerous and can lift inflatables.
20. Make sure the blower is at least 1.2 metres from the inflatable

4. CANCELLATIONS

Cancellations by the company due to weather warning adverse weather conditions. The company may have to cancel in advance of the hire because of severe weather conditions. (1) Wind on or exceeding 24mph or (2) A Met Office warning due to rain or storms. Either of which in the area of the hire and at the hire times. If this happens, the customer can re-schedule their booking to another date within 6 months and any payment already made would carry forward to that new



booking. If the customer chooses not to re-schedule, 50% of the total hire amount would be refunded. If the weather forecasts are on the cusp of the safety thresholds and the customer wishes us to attend the event/hire with the hope of the weather forecast was incorrect, we are able to attend the site on the day and take live weather readings and monitor the weather conditions live at that time. If the safety thresholds are not met by our weather and wind readings (under 24mph) and we are on site but still not able to set up, only 25% will be refundable to the customer.

Cancellations by the customer at least 7 days before the event for Splash Inflatables bookings or 14 days for Event Ninja Bookings. The customer can re-schedule their booking to another date within 6 months and any payment already made would carry forward to that new booking. If the customer chooses not to re-schedule, the booking fee would be lost but the rest of the payment would be refunded.

Cancellations by the customer less than 7 days before the event but more than 3 days before it, due to the rain forecast. If the reason for the cancellation is a forecast of rain (specifically a 70% forecast of rain during the event times as forecast by the Met Office) then, the customer can re-schedule their booking to another date within 6 months and any payment already made would carry forward to that new booking. If the customer chooses not to re-schedule, the booking fee would be lost but the rest of the payment would be refunded.

Cancellations by the customer less than 7 days before the event but more than 3 days before it, due to any other reason. If the rain forecast criteria is not met or the booking is being cancelled for any other reason, an additional 25% of the total payment would be lost as well as the booking fee. (Total 50%)

Cancellations by the customer less than 3 days before the event. If the booking is cancelled for any reason less than 3 days before the event, then there will be no refund of any part of the payment.

Cancellations in the rare occurrence that the company cannot fulfil the agreed services. This may be due to a company fault or a company error. Any money paid by the customer will be fully refunded.

Booking Fees Explained:

Any booking fee taken is a booking fee and not a deposit. The fee is to cover administration costs for creating your order and for reserving the item/s for you. This is not a returnable deposit. The amount will be credited to your order and taken off your bill. 7 days prior to the hire you will be asked to pay the remaining amount owed which will be the hire amount minus any booking fee made.

Refunds:

Please note that refunds will be made back via the same method as they were paid. Debit or Credit card refunds can take up to 3-5 days to process.

5. PAYMENTS

By default, full payment is due 7 days prior to the day of the hire itself, unless otherwise agreed prior to the hire in writing. If you intend to pay via cheque or bank transfer, you must state this at the time of booking and agree on your payment date. Late payments after the agreed date will incur charge of £10/day late fee charge. If you have not paid for your hire and cancel, cancellation fees will still be due to be made.

6. AGREED SITING OF INFLATABLES



The site of the erection of the inflatables will be agreed prior to the event, and there cannot be any changes to this agreement on the actual day of hire. We will have in advance prepared our staff and equipment based on any information which you have given us at the time that you made the order. It is the responsibility of the hirer to ensure the site is clear and the agreed space is available for set up with no obstructions.

If we get to your venue and we cannot fit into the site you have prepared for us, the hire amount will still be due. It is your responsibility to ensure that the site is big enough to safely fit the items that you have chosen and there are no dangerous objects surrounding.

WATER WALKERS/ PEDALO BOATS NEED SUITABLE WATER SOURCE PROVIDED BY YOURSELF

IMPORTANT: THE SETTING UP OF THE AQUA POOL REQUIRES EASY ACCESS TO AN OPERABLE MAINS WATER OUTLET (ie. not a normal tap but a Fire Hydrant) Failure to provide this may result in a delay in the set-up of the pool or we may be unable fill the pool and you will still be liable for the hire fee. Please be aware that when we release the water at the end of the hire, there will be a substantial amount of water dispensed over the area. We will not be held responsible for any damage or injury caused by the water being dispersed.

Please note there is an individual risk assessment relation to each equipment available for hire. There are also many general risk assessments based on weather, generator hire, staff safety, please read them all on our website and company website links. If there is anything that you are unsure of at any time, please ask a member of our team.



We reserve the right to update our Terms and Conditions/ Cancellation Policy at any time. Any updates will be shown on our websites.

For an update on our additional COVID-19 T's & C's, please visit our website at <https://www.splashinflatables.com/pages/covid-19#BodyContent>

DISCLAIMER

All persons using the hired equipment do so at their own risk.

Splash Inflatables & Event Ninja will not be responsible or liable for any damage or injury occurring from or as a result of misuse or reckless use.

It is the responsibility of the Hirer to ensure the safety guidelines are fully adhered to at all times.

Splash Inflatables & Event Ninja cannot accept any responsibility for any injury caused to anyone using this equipment.

For the purposes of insurance, adults shall be defined as persons who have attained or are over the age of 17 kids are defined as 16 years of age and under.

You must read the risk assessments in regards to your chosen items which can be found in a link in your confirmation email or on our website.

By going ahead with the hire of the equipment we understand you have read/ understood and agree to the above terms and conditions of use.

June 2022