

Terms and Conditions of Hire



BACKGROUND

These Terms and Conditions are the standard terms for the hire of Equipment by Gedling Bouncy Castle Hire trading under Live 9 Events. LTD Live 9 Events LTD are a Private Limited Company registered in England under the company number 10862044. The registered address is 39 Burlington Road, Carlton, Nottingham, NG4 3JJ and main trading address is 39 Burlington Road, Carlton, Nottingham, NG4 3JJ.

1. DEFINITIONS

“We/Us/Our” means Gedling Bouncy Castle Hire trading under Live 9 Events LTD. Live 9 Events LTD are a Private Limited Company registered in England under company number 10862044. The registered address is 39 Burlington Road, Carlton, Nottingham, NG4 3JJ and main trading address is 39 Burlington Road, Carlton, Nottingham, NG4 3JJ;

“Contract” means the contract for the hire of the Equipment and the like by You from Us as explained in Clause 2;

“You/Your” means you the hirer of the Equipment;

“Equipment” means any Inflatable Units, Soft Play, Rodeo Bull’s and the like supplied by Us and hired by You subject to these Terms and Conditions;

“Order” means Your Order for the Equipment;

“Confirmation of Order” means Our acceptance and confirmation of Your Order as described in Clause 2;

“Booking Fee” means 25% of the total booking value rounded up to the next ten pounds which is required at the time of Your Order to secure Your Order;

“Terms and Conditions” means all details stated within this document;

“Price” means the total price payable for the hire of the Equipment and associated Services;

“Services” means the services provided with some Equipment i.e. supervision of Equipment;

“Hire Period” means the period for which You will hire of Equipment;

2. THE CONTRACT

- 2.1 These Terms and Conditions govern the hire of **Equipment** from **Us** and will form the basis of the **Contract** between **Us** and **You**. Before completing your **Order**, please ensure that **You** have read these **Terms and Conditions** carefully. If **You** are unsure about any part of these **Terms and Conditions**, please ask **Us** for clarification.
- 2.2 A legally binding contract between **Us** and **You** will be created upon **Our** acceptance of your **Order**, indicated by **Our Confirmation of Order**, and **Your** payment of the **Booking Fee**. **Confirmation of Order** will be provided in writing via email within 24 hours of a booking being taken.
- 2.3 No signature is required in order for this contract to be deemed accepted and binding upon both of the parties. The contract shall be deemed accepted at the point **We** issue the **Confirmation of Order**.

3. YOUR OBLIGATIONS

- 3.1 When placing your **Order** with **Us**, you will be required to supply information as required by our staff. The provisions of such reasonably requested information are essential in your **Order** with **Us** to complete your **Order**. Failure to supply the requested information may delay **Us** in accepting your **Order**.
- 3.2 When choosing the site that **Equipment** will be set upon **You** must ensure that the site is suitable and meets the following.
 - 3.1.1. *The venue has the required access, loading area and car parking necessary to allow the Equipment to be unloaded, set up, operated, vehicles parked, and equipment loaded at the end of the event. Please ensure you inform of potential issues including stairs, lifts, distance, parking and specific timings. Any car parking costs will be charged to You along with any parking fines if incurred by Us where You have informed Us it is permissible to park in a specific location.*
 - 3.1.2. *The site has the minimum access width for Equipment as detailed upon our website on each individual product page. It is Your responsibility to check this for Your Order.*
 - 3.1.3. *There are no large inclines or declines or other objects that will obstruct access.*



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- 3.1.4. You must ensure a 13-amp mains power socket is available within a 30-meter range. If no power supply is available or the power supply is not adequate to fulfil the requirements, then full **Price** shall still be payable. This clause would not apply unless a generator is being supplied by **Us**.
- 3.1.5. There is an area of free space of at least 1.8 (one point eight) meters around the site that will be occupied by the **Equipment** for **Our** staff to work in.
- 3.1.6. **We** will not be liable for any damage done to any part of the site (including, but not limited to, lawns, flower beds, plants & or internal fixings & décor if we have to use internal routes for installation) that results from **Your** failure to comply with sub-Clause 3.2 and 3.4. **You** must also accept that the placing of **Equipment** on a grassed area may result in damage or discolouration of the grass beneath the Inflatables, soft play & alike owing to the lack of sunlight and water. **We** accept no responsibility for such damage.
- 3.1.7. There are no utilities, pipes, cables, conduits or any other equipment buried less than 1 (one) meter underground at the site (We will not be liable for any damage done to any of the above if **You** supply incorrect information).
- 3.1.8. On the day of installation, **You** must ensure that the location is free of all obstacles, debris, and animals that may obstruct **Our** staff.
- 3.1.9. **We** CANNOT set up on land that is not owned by the hirer unless written permission from the landowner is provided to us by the landowner via email or letter. If NO PERMISSION is provided to **Us** we will not refund the booking fee and final balance will be payable. It is **Your** responsibility to gain permission from the landowner. (This DOES NOT apply to halls or venues; however, they must be aware that you are having **Equipment**)
- 3.1.10. **We** CANNOT set up on public land being used for private events. (This DOES NOT apply to halls or venues; however, they must be aware that you are having **Equipment**).
- 3.1.11. **We** are the only people authorised to collect the equipment. Under no circumstances should the equipment be handed to anyone other than our staff, all staff will be uniformed and have ID cards. If unsure of any staff member collecting please contact the owner on 0115 998 7366 or out of hours number 07870672283.
- 3.1.12. **Our** staff will set up the **Equipment** considering all safety aspects and therefore equipment MUST NOT be moved. Photographs are taken for evidence once set up.
- 3.1.13. We reserve the right to refuse to operate any of the **Equipment** if **We** believe the venue is unsuitable or unsafe.
- 3.3 We will not be held reproachable for any obstructions, nuisance or interference.
- 3.4 During the **Hire Period** **You** must ensure that the following rules are followed:
- 3.4.1. All **Equipment** must be supervised at all times by a responsible person over the age of 18, preferably **You**, the hirer.
- 3.4.2. The hirer is responsible for the safekeeping of the **Equipment**. **You** will be charged for theft or any damage caused to it and for any missing items on its return. Full replacement charges will incur. This includes any items which accompany the equipment i.e., blowers, mats, extension leads, other ancillary equipment etc.
- 3.4.3. All **Equipment** must be used in accordance with the height of the user, the limitations are stated on the front of each piece of equipment and must be followed at all times.
- 3.4.4. No adults are to use the **Equipment** unless specified otherwise as an Adult Inflatable by Live 9 Events. This is due to manufacturing, safety and insurance reasons.
- 3.4.5. Ensure that the entrances and exits of the **Equipment** are clear.
- 3.4.6. No food, drinks or chewing gum to be allowed on or near the **Equipment** and the like this will avoid choking and mess. (Please note if the equipment or inflatable/s are/is collected in a dirty condition then **You** will incur a cleaning charge of £30).
- 3.4.7. No glass, drinking glasses or bottles to be used on or near the **Equipment**.
- 3.4.8. STRICTLY NO alcohol or drug use on or near the **Equipment**.
- 3.4.9. Please make sure socks are worn at all times and shoes are REMOVED before using any of our **Equipment**.

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- 3.4.10. *All loose clothing, shoes, jewellery, badges **MUST** be removed before using the **Equipment**. We also recommend spectacles be removed.*
- 3.4.11. *No face paints, party poppers, streamers or silly string to be used either on or near the **Equipment** as these may stain the inflatable for which you will be liable for payment to clean, repair or replacement the **Equipment**.*
- 3.4.12. *NO smoking or barbeques close enough to cause any damage to **Equipment**. (Allow 5 meters away from the **Equipment**).*
- 3.4.13. *Please ensure that users **ARE NOT** attempting somersaults and are clothed appropriately.*
- 3.4.14. *If you are hiring a product with flashing lights, the hirer is responsible for the health and safety of the user. The danger of epileptic fit or injury/damage for people with sensitive vision should be assessed before use.*
- 3.4.15. *The front step is to help users on and off the castle. It **SHOULD NOT** be played on.*
- 3.4.16. *The fun run/assault course steps should only ever be used as an entrance. Do not allow users to exit from the step.*
- 3.4.17. ***DO NOT** allow users to play or bounce on the slide as it is **DANGEROUS** and can cause injury.*
- 3.4.18. ***NO** running up the slide, as it is **DANGEROUS** and can cause injury.*
- 3.4.19. ***STRICTLY NO** climbing, hanging or sitting on walls, as it is **DANGEROUS** and can cause injury.*
- 3.4.20. *Please **DO NOT** allow users to put any of our **Equipment** in their mouth or to bite into it please make sure our **Equipment** are not mistreated by using it for other than its intended use.*
- 3.4.21. *Please ensure that users **DO NOT** throw the soft play balls.*
- 3.4.22. ***ALL** balls must be placed back in the ball pool after use as it will save time on the collection. If balls are not in the pool, then this will incur a £30 charge or the £100 deposit for Adult Ball Pool will **NOT** be refunded.*
- 3.4.23. *Ensure that no one with a history of back or neck problems is allowed on the **Equipment** or any child who is feeling unwell.*
- 3.4.24. ***NO** furniture is allowed on the mats as this can cause damage. (Which you will be liable to pay for).*
- 3.4.25. *Individuals **MUST NOT** push, fight or behaving in a manner likely to injure or cause distress to others.*
- 3.4.26. *Always ensure that the **Equipment** is not overcrowded, and limit numbers according to the age and size of users using it. This is on the front of the castle and is in the safety pack provided at the time of hire.*
- 3.4.27. ***NEVER** switch the **Equipment** off when in use as injury and suffocation can occur.*
- 3.4.28. *The hirer is **NOT PERMITTED** to dismantle the **Equipment** you may, however, switch the blower off at the mains when the inflatable is not being used.*
- 3.4.29. *Do not allow anyone to be on the **Equipment** during inflation or deflation as this is **DANGEROUS** and can damage **Equipment**.*
- 3.4.30. *In the event of heavy rain or extreme winds forecast before your booking, we will contact you to pre-warn you of the chance of cancellation this is so an alternative indoor venue can be sourced, or alternative equipment can be arranged.*
- 3.4.31. *In the event of heavy rain during your booking, it is strongly recommended that the **Equipment** is not used for safety reasons. When safe to re-use, towel dries any remaining wetness before allowing children back on. If it does rains throughout the booking during your hire no refund will be given.*
- 3.4.32. *For outdoor hires, a wind speed reading will be taken before setting up any **Equipment**, that has a wind limit, by the staff member delivering the bouncy castle to ensure the wind is not above 19mph and the conditions are suitable for the safe use of equipment. A wind anemometer will be demonstrated to the hirer and left with them for the duration of the hire, it*



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*is the hirer's responsibility that they continue to check the wind speed to ensure the safe use of the **Equipment**. Any **Equipment**, that has a wind limit, should NOT be inflated or used in winds anywhere above 19mph.*

- 3.4.33. *Long Term Hire - If the **Equipment** is damaged during the hire, we will take it away and replace the **Equipment** with another (subject to availability) until the repair has been made. You will be charged for all repair or replacement costs.*
- 3.4.34. *Long Term Hire - Each day a dynamic risk assessment should be made by You before inflating or operating the **Equipment** to ensure that weather conditions permit the use of the **Equipment**, as a guide any **Equipment**, with a wind limit, should NOT be inflated in winds anywhere above 19mph.*
- 3.4.35. ***You** are responsible/liable for any loss, damage or injuries occurring from or as a result of misuse or reckless use.*
- 3.4.36. *All persons using the **Equipment** do so at their own risk.*
- 3.5 Safety is important. Although our **Equipment** is designed for fun **You** and **Your** guests, attendees or anyone else attending the event must take responsibility for using it in a safe manner. We cannot be held liable for any damage or incidents. **You** agree that **You** will be responsible for the supervision of the **Equipment**, its care, safety from damage and the behaviour of all persons of all ages using the **Equipment**. (Unless we will staff the equipment as part of our **Services**).
- 3.6 You will not use the **Equipment** for any other purpose other than described and shall not sub hire or use the equipment in any unlawful way.
- 3.7 We may decide that the **Equipment** should be closed down, in this case, the full **Price** will remain payable. Circumstances, where we may exercise this right, includes but not limited to: participants acting in an abusive or aggressive manner, participants under the influence of excessive alcohol or drug use, the conditions are providing to be too dangerous to continue safely operating the equipment i.e. heavy rain or the wind speeds or gusts exceed 24mph.

4. HIRE PERIOD

- 4.1 The **Hire Period** shall be chosen in **Your Order** and confirmed in **Our Confirmation of Order** email.
- 4.2 Unless it is expressly stated otherwise, the **Hire Period** begins and ends at the times and dates shown in **Our Confirmation of Order** under delivery time/collection time.
- 4.3 You may extend the Hire Period by contacting **Us** via email, Facebook, text or any other electronic means. Extended Hire Periods may be charged at 15 (fifteen) pounds for the first hour then 10 (ten) pounds per hour after 6 pm up until 9 pm. **We** will then confirm in writing if the **Hire Period** can be extended.

5. BOOKING FEES AND FINAL PAYMENT

- 5.1 When placing **Your Order**, **You** will be required to pay the **Booking Fee**. NO BOOKINGS ARE CONFIRMED UNTIL THE BOOKING FEE HAS BEEN RECEIVED.
- 5.2 If paying in full, full payment constitutes of the **Booking Fee** and 75% hire fee, these percentages make up the total booking value on **Your Order**.
- 5.3 The price for the **Equipment** will be shown on **Our** website current at the time of **Your Order**.
- 5.4 Overnight and Multi-Day bookings must be in a secure area, i.e., minimum 6ft fence and lockable gate or security on site. On the delivery of **Your Order** if the area is not secure then the selected option will not be allowed but full payment of **Your Order** will still be required.
- 5.5 **We** may, from time to time, offer special prices, discounts and other promotional offers. Any such special prices will be valid only for the period advertised. **Orders** placed during such a period will be accepted at the special price even if **We** do not accept the **Order** until after the period has expired.
- 5.6 Existing **Orders** are not entitled to enter the special offer prices after their **Order** has already been confirmed. Cancelling to re-enter a new **Order** will result in forfeit of the already paid **Booking Fee**.
- 5.7 Changes to a special offer booking may result in the forfeit of the special offer price already offered and the balance owed returning to the full amount.
- 5.8 Amending your **Order** to a lesser amount. In this case the **Booking Fee** will be worked out for the items removed and this will be added as a cancellation charge to your booking. I.e., **You** wish to cancel a £90 item, the **Booking Fee** of £30 would be added as a charge.

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- 5.9 If **You** have booked a package and wish to amend your **Order** the package prices will be lost, we will not remove the item at its full price value. **We** will check if your **Order** meets any other package requirements, if it does not then you will be charged at individual pricing.
- 5.10 The remaining balance should be made no later than one day before the **Hire Period** by 5pm close of business. All Company Events, School and Weddings and **Orders** over £500 must be paid 14 days prior to the **Hire Period**.
- 5.11 **We** use Stripe as our payment system, which securely stores your card details on file. This feature allows our business to collect any final or outstanding balances before your **Hire Period**. In unforeseen circumstances we can also charge the outstanding balance of our booking after the **Hire Period**. Stripe card-on-file also allows us to charge for any loss, damage, extra requests or excessive cleaning costs to our equipment. **You** will be notified in advance before any charges are taken, and you can request to have your payment details removed after your booking is complete.

6. CANCELLATION POLICY/REFUND POLICY

6.1 Cancellation by Us

The Booking Fee is non-refundable.

If We cancel your Order due to reasons beyond Our control, We will issue a full refund of any monies paid, including the Booking Fee. Examples include, but are not limited to: vehicle breakdown, equipment failure, staff shortages, or any other operational issue that prevents Us from fulfilling the booking.

No refunds will be issued where the booking cannot proceed due to unsuitable access, insufficient space, incorrect surface type, or where the land is not owned or authorised by You. These requirements are confirmed prior to booking and it is your responsibility to ensure the information provided is accurate.

6.1.1. Bad Weather Cancellation by Us

If We cancel an outdoor event due to unsafe weather conditions, one of the following options will be offered:

1. Move your **Order** to a suitable indoor location (*if the items you have chosen will not fit, we can change the items to something suitable to the same value as your current booking.*)
2. Change your **Order** to alternative entertainment from the available stock.
3. Reschedule your booking to a new date within six **Months** of **Your** original **Hire Period**. (*This does not need to be arranged on the day of cancellation. A credit code will be issued, which may be used toward a future booking.*)

6.1.2. Force Majeure Cancellation by Us

If We cancel due to **Force Majeure** (as defined in Section 11), the cancellation charges in Section 6.2 will **not apply**. However, the **Booking Fee remains non-refundable** and will instead be **transferable to a new booking date within six (6) months of the original Hire Period**.

If You have paid the Order in full and wish to cancel, We will refund the balance **minus the Booking Fee**, which remains transferable only.

Any refund due will be issued **as soon as reasonably possible and within 28 calendar days** of the date We confirm that You are entitled to a refund.

If You wish to **reschedule or amend the Order**, We will work with You to arrange an alternative date or change of equipment subject to **availability**. In this case, **no refund of the balance will be issued**.

6.2 Cancellation by You

If you cancel your booking, cancellation charges will apply based on the total booking value and the amount of notice given prior to the event date.

For bookings with a total value of less than £500, where cancellation is made 14 days or more prior to the event date, the booking fee shall be non-refundable. Where cancellation is made between 10 and 13 days prior to the event date, 50% of the total booking value shall become payable. Where cancellation is made 9 days or fewer prior to the event date, 100% of the total booking value shall become payable.

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For bookings with a total value of £500 or more, where cancellation is made 60 days or more prior to the event date, the booking fee shall be non-refundable. Where cancellation is made between 31 and 59 days prior to the event date, 50% of the total booking value shall become payable. Where cancellation is made 30 days or fewer prior to the event date, 100% of the total booking value shall become payable.

All cancellation periods are calculated from the **scheduled event date**.

If You cancel and have already **paid in full**, any refund due will be issued in accordance with the cancellation charges above. Refunds will be processed **within 28 calendar days** of confirmation that a refund is due.

If You cancel due to **bad weather** but We determine that conditions are **safe for operation**, the cancellation charges above will still apply.

If You cancel due to **Force Majeure affecting You**, but We are still able to operate and fulfil other bookings, the cancellation charges above will also apply.

6.3 Amendments to Orders

If You wish to amend your Order to a lesser amount, the items removed will be treated as a **partial cancellation** and will be subject to the **same cancellation terms and timeframes outlined in Section 6.2**. Any applicable charges will be calculated based on the **value of the items removed and the number of days prior to the event date**.

For example, if You remove an item valued at **£90**, the cancellation charge will be calculated using the cancellation policy above. Where the cancellation falls within the **booking fee period**, the **£30 Booking Fee** for that item will be charged.

If You have booked a **package deal** and amend the Order by removing items, the **package pricing will no longer apply**. The Order will be recalculated based on **individual item pricing**, unless the remaining items qualify for another package offer.

6.4 Non-Attendance / Failure to Accept Delivery

If We arrive at the agreed delivery location and are unable to set up the equipment due to circumstances outside of Our control (including but not limited to: no access, unsuitable surface, insufficient space, incorrect information provided, or no responsible person present), the booking will be treated as a **customer cancellation on the day of the event** and **100% of the booking value will remain payable**.

6.5 Payment Disputes / Chargebacks

By confirming your booking, You agree to these Terms and Conditions and the cancellation policy outlined above.

Where a payment dispute or chargeback is raised with your payment provider without first contacting Us to resolve the matter, We reserve the right to provide the booking confirmation, signed agreement, and these Terms and Conditions as evidence that the charge is valid.

Where a chargeback is raised incorrectly, We reserve the right to **recover any disputed amount plus any associated administrative or banking fees**.

6.6 Non-Payment of Balance

The **remaining balance must be paid no later than the date specified on the invoice or booking confirmation**. If payment is not received by the due date, We reserve the right to **cancel the booking and retain the Booking Fee**, and the booking may be offered to other customers.

7. DELIVERY, HIRE AND COLLECTION

7.1 The **Hire Period** begins at the time and date stated in the **Our Confirmation of Order**. The **Equipment** will be delivered to the site and set up by **Our** staff as close to that time as is reasonably possible.

7.2 Before delivery, **We** always use all reasonable endeavours to ensure that **Equipment** is undamaged and that all other items to be supplied are complete and clean. At the time of delivery and set up and will be asked by **Our** staff to sign the Hire Agreement and Disclaimer Form which includes a section confirming that nothing is missing and that there is no visible damage to the **Equipment**. If any items are missing or if there is any visible damage to **Equipment**, **You** should inform **Our** staff immediately. We will use all reasonable endeavours to replace missing items or damaged **Equipment**. If **We** are unable to provide

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suitable replacements of at least the same quality and value as those ordered, **You** will be entitled to a partial refund amounting to that item, calculated by **Us**.

- 7.3 **We** are required by law to provide consumers with goods that are of satisfactory quality, fit for purpose, and in accordance with descriptions, samples, models and other pre-contract information provided by **Us**. If **You** discover any damage (pre-existing) or fault with the **Equipment** during the **Hire Period**, please inform **Us** as soon as is reasonably possible.
- 7.4 **We** will use all reasonable endeavours to provide a suitable replacement or if a repair is possible without causing you any inconvenience, **We** will repair the **Equipment**. If **We** are unable to replace or repair the **Equipment**, or if **You** would prefer to reject the damaged or faulty **Equipment**, whether before or after a repair or replacement (if the replaced or repaired **Equipment** is still damaged or faulty), **We** will offer you a refund equal to the remaining, unused part of the **Hire Period**. Alternatively, provided the **Equipment** is safe to use in its damaged and/or faulty state, a price reduction may be arranged. Any refund due to **You** will be made as soon as is reasonably possible, and in any event within 28 calendar days of the date on which **We** agree that **You** are entitled to a refund. Refunds will be made using the same payment method originally used by **You** or by BACS.
- 7.5 The **Hire Period** ends at the time and date stated in the **Confirmation of Order** under delivery time/collection time, it is not the event start time or event end time. **Our** staff will arrive at the site to pack away and collect the **Equipment** as close to that time as is reasonably possible. You must ensure that all items that do not belong to **Us** are removed from the **Equipment** before the collection time.

8. LOSS AND DAMAGE

- 8.1 **You** will be required to indemnify **Us** and **Our** staff for any damage, accidents or injuries that may occur while the **Equipment** is in your care.
- 8.2 If the **Equipment** is to be brought through a house or similar to access the setup area, **We** accept no responsibility for any damage caused by transporting the equipment through the premises during delivery and collection of the equipment.
- 8.3 **We** will not be responsible for any damage caused by drilling into concrete to anchor **Equipment**. **We** will not be responsible for any damage or injuries caused by the holes.
- 8.4 **You** will not be responsible for any pre-existing damage to **Equipment** that has already been identified under sub-Clause 7.2 at the time of delivery, or for any damage or faults that are discovered under sub-Clause 7.3 during the **Hire Period**.
- 8.5 **You** are responsible for the safekeeping of **Equipment**. You will be charged for theft or any damage caused to it and for any missing items on its return. Full replacement charges or repair costs will incur. This includes any items which accompany the equipment i.e. blowers, mats, extension leads, other ancillary equipment etc. This must be paid within 7 days of receiving the invoice. You may also be liable other costs including but not limited to travel and loss of business.
- 8.6 Full details of all charges are available on request.

9. INSURANCE

- 9.1 **We** carry public liability insurance of 5 million pounds, and it is subject to the terms and conditions of this contract being complied with. Public liability insurance is excluded in its entirety following any claim or injury to any third party or employee where such injury is directly or indirectly related to the use of drugs and/or alcohol.

10. OUR LIABILITY

- 10.1 **We** will only be responsible for any foreseeable loss or damage that **You** may suffer only as a result of **Our** breach of these **Terms and Conditions** or as a result of **Our** negligence. Loss or damage is foreseeable only if it is an obvious consequence of **Our** breach or negligence or if it is contemplated by **You** and **Us** when the **Contract** is formed. **We** will not be responsible for any loss or damage that is not foreseeable.
- 10.2 In any event, **Our** total liability under these **Terms and Conditions** shall be limited to the value of the **Contract** between **Us** and **You**, that is the total **Price** payable by **You**.
- 10.3 Nothing in these **Terms and Conditions** seeks to exclude or limit **Our** liability for death or personal injury caused by **Our** negligence (including that of **Our** employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.

11. FORCE MAJEURE

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11.1 **We** will not be liable for any failure or delay in **Our** obligations where that failure or delays from cause is beyond **Our** reasonable control. Such causes include, but are limited to traffic, weather affecting the delivery of Equipment to a location by the specified time, weather affecting the use of equipment, power failure, industrial action, civil unrest, fire, explosion, flood, storms, earthquakes, acts of war, governmental action, epidemic, pandemic or other natural disasters or anything else that is beyond **Our** control.

11.1.1. Force Majeure Cancellation by Us

If **We** have to cancel due to Force Majeure, none of the cancellation charges outlined in section 6.2 will need to be paid however your **Booking Fee** is non-refundable only transferable to a date within six **Months** of **Your** original **Hire Period**.

If **You** wish to cancel your **Order** and have paid in full, **We** will refund the balance minus the **Booking Fee** as this is only transferrable as stated above. Any refund due to **You** will be made as soon as is reasonably possible and within 28 calendar days of the date on which **We** agree that **You** are entitled to a refund.

If **You** wish to move, change or reschedule your **Order**, we will work with you to provide our services on an alternative date or change of equipment. In this case, **You** will need to discuss this option with **Us** as we review available options (dates, equipment availability, etc). In this case **We** will not refund the balance.

11.1.2. Force Majeure Cancellation by You

Any force majeure cancellation by **You** will follow our standard cancellation policy (this can be found in section 6.2).

12. COMMUNICATION AND CONTACT DETAILS

12.1. If you wish to contact **Us** for any reason, **You** may contact **Us** by:

12.1.1. Telephone on 07870 672 283 during office hours

12.1.2. Email at info@gedlingcastlehire.co.uk

12.1.3. Post to Gedling Bouncy Castle Hire, 39 Burlington Road, Nottingham, NG4 3JJ.

13. COMPLAINTS AND FEEDBACK

13.1. **We** always welcome feedback from **Our** customers and, whilst **We** always use all reasonable endeavours to ensure that **Your** experience as a customer of **Ours** is a positive one, **We** nevertheless want to hear from **You** if **You** have any cause for complaint.

13.2. All complaints are handled in accordance with **Our** complaints handling policy and procedure.

13.3. If **You** wish to complain about any aspect of **Your** dealings with **Us**, including, but not limited to, these **Terms and Conditions**, the **Contract**, or the **You** will be required to indemnify **Us** and **Our** staff for any damage, accidents or injuries that may occur while the **Equipment** is in your care, please contact **Us** in one of the following ways:

13.3.1. In writing, addressed to Molly Huthwaite, Director, Live 9 Events LTD, 39 Burlington Road, Carlton, Nottingham, NG4 3JJ

13.3.2. By email, addressed to Molly Huthwaite, Director, Live 9 Events LTD, info@gedlingcastlehire.co.uk

14. HOW WE USE YOUR PERSONAL INFORMATION (DATA PROTECTION)

14.1. All personal information that we may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act.

14.2. **We** may use **Your** personal information to:

14.2.1. Provide **Our** products and services to **You**;

14.2.2. Process **Your** payments; and

14.2.3. Inform **You** of new products and services available from us. **You** may request that we stop sending you this information at any time.

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14.2.4. **We** will not pass on **Your** personal information to any other third parties without obtaining your permission first.

15. GOVERNING LAW AND JURISDICTION

- 15.1. These **Terms and Conditions** and the **Contract** including any non-contractual matters and obligations arising therefrom or associated therewith shall be governed by, and construed in accordance with, the laws of England and Wales.
- 15.2. Any dispute, controversy, proceedings or claim between **Us** and **You** relating to these **Terms and Conditions** or the **Contract** including any non-contractual matters and obligations therefrom or associated therewith shall be governed by, and construed in accordance with, the laws of England and Wales.