

# Terms & Conditions - Luxe & Deluxe Packages

The Luxury Soft Play Company is fully insured for Public Liability up to the value of £5,000,000.

It is the responsibility of the hirer to ensure that all possible steps are taken to avoid injury to users or damage to all equipment supplied by The Luxury Soft Play Company.

Please read the following health & safety instructions and ensure they are adhered to at all times.

- 1. All equipment supplied by The Luxury Soft Play Company must be supervised by a responsible adult/the hirer and must be over 18 years of age. The Luxury Soft Play Company accepts no responsibility for any accidents and/or injuries whilst the equipment is on hire.
- 2. All shoes, glasses, jewellery and badges must be removed before using the soft play equipment. Supervising adults must also remove their shoes, especially high heels which damage the mats. Any damages incurred may result in additional charges.
- 3. For hygiene reasons, socks must be worn at all times.
- 4. No pets or sharp objects allowed on the equipment.
- 5. No food, drinks or chewing gum to be consumed on or near the soft play equipment. This is to avoid any mess or choking hazards.
- 6. No streamers, party poppers, face paint or silly string to be used on or near the equipment.
- 7. Please be aware if the equipment is found to be in a soiled condition upon collection, the hirer will forfeit the security deposit to cover the costs.
- 8. Consumption of alcohol or drug use is strictly prohibited on or near the equipment. The Luxury Soft Play Company will not be held liable for any injury, accidents or damages that occur due to the side effects of alcohol and/or drugs consumed.
- 9. No smoking or BBQ's near the equipment.
- 10. Adults must not side or lean on any of the equipment.
- 11. Always ensure the soft play equipment is not overcrowded, and limit numbers to the age and size of children using it.
- 12. It is strongly advised that no children over the age of 5 are to use the equipment.
- 13. Children must not push, collide, fight or behave in a manner that is likely to cause injury or distress to others.
- 14. Ensure that no-one with a history of back or neck problems use the equipment, or any child that is currently feeling unwell.

- 15. In the event of any injuries that require medical attention, The Luxury Soft Play Company must be notified as soon as possible. Medical assistance must be sought within two hours of the injury occurring and a detailed record of the incident and treatment to be provided to ourselves.
- 16. Ensure that mats supplied with the equipment remain where they are positioned during installation.
- 17. Weather permitting, equipment may be used outdoors between the months of (mid) April to (mid) September. If rain is forecast at any point during the hired hours or the ground is damp from previous rain, then we will need to set up indoors. An indoor alternative space must be available when an outdoor booking is made. This is to avoid any injuries or damage. Our equipment is not waterproof and becomes extremely slippery when wet. We use the Met Office forecast and advise you to do the same on the day of your hire.
- 18. If the forecast/ground is dry, a ground sheet will be provided and secured in place before set up begins.
- 19. A decision will be made by us, The Luxury Soft Play Company, on whether the set up can proceed outdoors or will need to be moved indoors, the day before your event and will confirm over email/direct message.
- 20. There is an additional £10 charge for any outdoor bookings. This is to cover all additional cleaning. If the set up is moved indoors, this fee will be refunded along with your deposit after your event.
- 21. It is the hirer's responsibility that the equipment remains undamaged. If any damages occur, the hirer will be responsible for any repairs, which may include an additional cost to the security deposit paid.
- 22. Set up takes up to approximately 45 minutes and the same for removal of the equipment. Please take this into consideration when booking any venues. Please allow adequate space for parking and unloading/loading equipment.
- 23. It is the hirers responsibility to ensure the chosen venue has a suitable space for the equipment to be set up and can facilitate this type of hire. We can only set up in a suitably sized open space and will not be responsible for removing any furniture etc. We reserve the right to refuse set up if the designated area is deemed unsuitable
- 24. No items are to be removed from the delivery location. Only The Luxury Soft Play Company are authorised to remove/collect equipment.
- 25. Misplaced balls from the ball pit must be collected and returned to the ball pit before collection.
- 26. Balance boards can take a maximum weight of 200KG. It is strongly advised no children under the age of 12 months use the balance board without adult supervision.
- 27. Wooden slides can take a maximum weight of 30KG and is strictly for children over the age of 12 months. Children using the slide should always be supervised by an adult.
- 28. By signing these terms and conditions, you are confirming that you have ready, fully understood and accept the terms of use.

All items supplied to you are on a hire basis only and remain the sole properties of The Luxury Soft Play Company.

During your hire period, all hired items are the responsibility of you (the person(s) named on the invoice) and not the responsibility of your venue, marquee provider or event planner. We strongly advise you to communicate with your venue to ensure the security of all hire items in your absence.

The Luxury Soft Play Company provides all hire items in excellent working condition with time-stamped photographic evidence. All items must be collected in the same condition as they were installed, to avoid any damage fees.

## **Security Deposit**

A £50 security deposit is required before drop off and will be refunded in full within 48 hours of collection, providing that no damage has been sustained to the equipment and no additional cleaning fees are required. We must contact you, the hirer within 48 hours of collection, with photographic evidence for reasons for retaining the security deposit.

## **Additional Mileage**

We offer free drop off and collection for all events within a 10-mile radius of Buckshaw Village. An additional charge of 0.50p per mile will be charged for subsequent miles. Please note this is for the drop off journey only (round trip). For example, the event is a 32 mile round trip. 12 miles additional, charged at 0.50p will be an additional fee of £6.

### COVID-19

The Luxury Soft Play Company observes and adheres to all government guidelines relating to COVID-19. All of our equipment is sterilised before and after each use. Whilst the wearing of protective face covers is no longer mandatory, if you wish for us to wear one during drop off and collection, please state so before the event date and we will happily oblige. We politely ask that anyone showing any symptoms of COVID-19 do not have access to the soft play equipment. If any cancellations need to be made (by either party) because of COVID-19, all monies paid will be refunded in full.

#### **Cancellations**

If you wish to cancel or change your booking date, can we please ask that you let us know ASAP. Any cancellations made will be refunded in full, **requiring we are given a minimum of one weeks' notice before the event.** Any cancellations made within the one week period prior to the event will be non-refundable. We will however do our best to rearrange where possible if required. In the unlikely event that your booking is cancelled by a member of our team, all payments made to date will be refunded in full.

# **Photography**

The Luxury Soft Play Company reserves the right to use any photography of our products taken during the hire however we will seek further permission to use any pictures that include you or your guests. Photographs are used for promotional

purposes only on social media. If you have any objections to this, please let us know prior to the event.

#### **Our Guarantee**

Here at The Luxury Soft Play Company, your child's safety is our number 1 priority (as well as their playtime experience!) therefore we make sure all of our soft play products are hand made in the UK with polyether polyurethane foam, which meets the requirements of Schedule 1 Part 1 of The Furniture and Furnishings (Fire) (Safety) Regulations. And in accordance with the EC Directive 91/155EC, contains no hazardous materials.

### **Disclaimer**

Please note that all persons using the equipment do so at their own risk. The person/organisation hiring the equipment will be responsible/liable for any damage or injury occurring from or because of misuse and/or reckless use. These guidelines are for the safety of all people using the equipment, and it is the sole responsibility of the hirer to ensure they are adhered to. The Luxury Soft Play Company cannot accept any responsibility for any injury caused to anyone using this equipment.

I acknowledge on receipt of the equipment in a good, clean condition and agree to abide by the terms and conditions listed above and will return the equipment in the same condition it was received in. Please note, if the equipment is collected in a condition deemed abnormally soiled or damaged, the security charge will be retained and the hirer may incur an additional charge.

| Signed       | <br> |
|--------------|------|
| Printed Name | <br> |
| Date         | <br> |