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Hire Agreement & Disclaimer for use of Soft Play Equipment

Any person or organisation hiring our soft play equipment is responsible and liable for any damage or injuries occurring from, or as a result of misuse or reckless use. Persons using our soft play equipment do so at their own risk. These guidelines are for the safety of all persons using the soft play equipment, and it is the sole responsibility of the hirer to ensure that they are adhered to. **3 2 1...Let's have fun** cannot accept responsibility for any damage or injury to anyone using the equipment howsoever caused.

1. The Hirer must ensure the equipment is supervised at ALL times by a responsible person over the age of 18, preferably the Hirer. **3 2 1...Let's have fun** does not supervise the event. **3 2 1...Let's have fun** or their staff accepts no liability for any damage, accidents or injuries that may occur whilst the equipment is on hire should there not be a responsible adult supervising at the time of the incident.
2. **3 2 1...Let's have fun** will set up the equipment taking into account full safety of the children, and therefore large equipment, such as the ball pool or bouncy castle(s) must not be moved. We will not accept any liability for accidents, injury

or damage during the period of hire if this has occurred. Photographs are taken to evidence this upon setup

3. The Soft Play and Play Equipment is strictly for use by children under the age of 6 years. Under no circumstances should ADULTS play on the Soft Play or Play Equipment as this will, in time, result in damage to the Equipment or injury to the individual(s) / children.
4. Adults must not lean or sit on any Soft Play, Ball Pool walls and Play Equipment.
5. Do not allow children with medical conditions, which may put them at risk of injury (i.e. brittle bone disease or temporary injuries), to use the Soft Play or Play Equipment.
6. Avoid mixing older children on the Soft Play or Play Equipment at the same time as younger ones.
7. No food, drink or chewing gum to be allowed on or near the Soft Play and/or Play Equipment, this will avoid choking and mess. If the equipment is collected in a dirty condition then the person hiring it will incur a cleaning charge.
8. No glass, drinking glasses or bottles to be used on or near the Soft Play or Play Equipment.
9. STRICTLY no alcohol or drug use on or near the Soft Play or Play Equipment – **3 2 1...Let's have fun** will not be held liable for any damage, accidents or injury that occurs due to the consumption and effects of alcohol and/or drug use.
10. Please ensure that the Soft Play and/or Play Equipment is kept in a clean, dry condition. Any spillages must be cleaned and dried as soon as they occur – if we have to have the equipment professionally cleaned before the next hire, then you will incur a cleaning charge.
11. Shoes MUST be removed before using the Soft Play and/or Play Equipment. Parents/guardians who enter the Soft Play area or walk over the padded floor tiles whilst supervising must remove their shoes, particularly heels. Any damage may result in the Hirer having to pay an additional fee for replacement or repair.
12. For hygiene reasons, socks should be worn at all times whilst using the Soft Play and/or Play Equipment.
13. The Hirer must ensure that all sharp objects, including but not limited to, badges, spectacles, earrings, jewellery etc. are removed prior to accessing the

Soft Play or Play Equipment to ensure it remains undamaged from but not limited to, scratches, tears, dirt (of any kind), detached from its connecting item (if applicable) and in the same working condition as delivered. If damage does occur the Hirer will incur a repair or replacement charge to be paid immediately, unless otherwise agreed.

14. No face paints, party poppers, confetti, coloured streamers or silly string to be used either on or near the Soft Play and/or Play Equipment – staining may occur for which the Hirer will be liable.
15. Strictly NO acrobatics or gymnastics to be performed on the Soft Play or Play Equipment.
16. Children must NOT push, collide, fight or behave in a manner likely to injure or cause distress to others.
17. Always ensure that no overcrowding occurs on all Soft Play and/or Play Equipment, limit numbers according to the age and size of children using it.
18. No furniture to be placed on the mats as this may cause damage.
19. No smoking or barbecues near the Soft Play or Play Equipment.
20. No pets or animals to be allowed on or near the Soft Play or Play Equipment.
21. Records of the medical treatment will be made available for inspection by **3 2 1...Let's have fun.**
22. The Hirer is responsible for the safe keeping of the Soft Play and/or Play Equipment. You will be charged for theft or any damage caused to it or for any items missing from it on its return. Soft Play and/or Play Equipment being kept overnight must be locked away to avoid theft. Full replacement charge for any missing items will incur. This includes any accessories which accompany the equipment, i.e. blowers, extension leads, mats etc.
23. In the event of rain ALL Soft Play and Play Equipment must be covered or taken indoors / under cover to prevent it from getting wet and water damage occurring. All equipment must be towel dried thoroughly before use recommences.
24. Only **3 2 1...Let's have fun** staff are authorised to collect the Soft Play and Play Equipment. Under no circumstances should any of the equipment be handed

over to anyone other than our staff. If you are unsure of any staff member collecting please contact the owner on the telephone number provided.

25. Please ensure you take all reasonable precautions to protect the equipment from damage.
26. Most importantly please ensure that you take all reasonable precautions to protect the child from harm and danger.

Liability

Nothing in these Terms and Conditions will restrict our liability for death or personal injury resulting from our negligence, neither will any of these terms restrict any of your statutory rights.

£5 Million public liability insurance is held by **3 2 1...Let's have fun** with Leisure Insure.

All liability on our behalf is void should any injury occur due to the misuse of drugs and/or alcohol or non-adult supervision.

If any of the Soft Play Equipment are dirty or damaged when collected the hirer is liable for the full repair/replacement fee and/or cleaning costs. Cleaning costs start from £50 + VAT.

I have read the above document and fully understand and accept the conditions therein. I am aware that during the full duration of hire, I am fully responsible for the Soft Play equipment hired and, if damaged or dirty on collection, I will be liable to pay for repair or cleaning costs and any loss of business due to misuse of the equipment.

Sign _____

Print _____ ***Date*** _____