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## TERMS AND CONDITIONS

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### BACKGROUND:

These Terms and Conditions are the standard terms for the hire of Inflatables, soft play & alike equipment by SoSoft Play Ltd [, trading as SoSoft Play,] a Private Limited Company [registered in England under number 08549490] [,whose registered address is 10 Albourne Close, St Leonard's on Sea, East Sussex TN38 0GT and] whose main trading address is 10 Albourne Close, St Leonard's on Sea, East Sussex TN38 0GT.

### 1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>“Accidental Damage Waiver”</b>	means a fee paid by You which covers any accidental damage to Inflatables, soft play & alike equipment that would otherwise incur charges, as explained in Clause 9;
<b>“Business Day”</b>	means, any day other than a Saturday, Sunday or bank holiday;
<b>“Calendar Day”</b>	means any day of the year;
<b>“Contract”</b>	means the contract for the hire of the Inflatables, soft play & alike equipment by You from Us, as explained in Clause 3;
<b>“Deposit”</b>	means the sum payable at the time of Your Order that is required to secure your Order;
<b>“Hire Period”</b>	means the period for which You will hire the Inflatables, soft play & alike equipment;
<b>“Month”</b>	means a calendar month;
<b>“Price”</b>	means the total price payable for the hire of the Inflatables, soft play & alike equipment;
<b>“Order”</b>	means Your order for the Inflatables, soft play & alike equipment;
<b>“Order Confirmation”</b>	means Our acceptance and confirmation of Your Order as described in Clause 3;
<b>“Security Deposit”</b>	means the sum payable under sub-Clause 6.5 to cover the excessive wear and tear, excess cleaning requirements and non-accidental damage of the Inflatables, soft play & alike equipment;
<b>“Inflatables, soft play &amp; alike equipment”</b>	means a Inflatables, soft play & alike equipment supplied by Us and hired by You subject to these Terms and Conditions;

<b>“We/Us/Our”</b>	means SoSoft Play Limited [, trading as SoSoft Play,] a Private Limited Company [registered in England under number 08549490] [,whose registered address is 10 Albourne Close, St Leonard’s on Sea, East Sussex TN38 0GT and] whose main trading address is 10 Albourne Close, St Leonard’s on Sea, East Sussex TN38 0GT.
<b>“You”</b>	means you, the hirer of the Inflatables, soft play & alike equipment.
<b>“User”</b>	means anyone involved or attending the event in question.
<b>“Dry”</b>	means no wetness, bubbling or evidence of water on the Inflatables, soft play & alike equipment.
<b>“Unauthorised Person”</b>	means a person or people who have not be trained or known to the Us to interfere with the Inflatables, soft play & alike equipment.
<b>“Unit”</b>	means one or more combined Inflatables, Single or multiple soft play shapes or alike equipment can be defined as a unit including a group of items that are of a similar nature.

- 1.2 Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail, [text message,] fax or other means.
- 1.3 Each reference the singular number shall include the plural and vice versa where appropriate.

## 2. Information About Us

- 2.1 SoSoft Play Ltd [, trading as SoSoft Play,] is a Private Limited Company [registered in England under number 08549490] [,whose registered address is 10 Albourne Close, St Leonard’s on Sea, East Sussex TN38 0GT. and] whose main trading address is 10 Albourne Close, St Leonard’s on Sea, East Sussex TN38 0GT..
- 2.2 [We are regulated by BIHA, RPII & PIPA.]

## 3. The Contract

- 3.1 These Terms and Conditions govern the hire of Inflatables, soft play & alike 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.
- 3.2 Nothing provided by Us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at our discretion, accept.

- 3.3 A legally binding contract between Us and You will be created upon Our acceptance of Your Order, indicated by Our Order Confirmation, and Your payment of the Deposit. Order Confirmations will be provided in writing via text message, email or other electrical or non-electrical manner within 24 hours of a booking being taken via phone, text message, email, Facebook or non-electrical manner.

#### 4. **Your Obligations**

- 4.1 When completing Your Order, You will be required to specify the location that Inflatables, soft play & alike equipment will be set upon. [For Inflatables, soft play & alike equipment larger than 5 units, We will also require You to provide a plan of the site.]
- 4.2 When choosing the site that the Inflatables, soft play & alike will be set upon You must ensure that the site is suitable and meets the following criteria:
- 4.2.1 The site can be accessed by commercial vehicles for delivery and collection;
- 4.2.2 Site access has a minimum width of 1 (One) meter.
- 4.2.3 There is no large inclines or declines along with stairs or other objects or landscaping that will obstruct access.
- 4.2.4 The site is on level and firm ground that is not from any undue risk of subsidence, flooding or other environmental hazards;
- 4.2.5 There is an area of free space of at least 2 (two) meters around the site that will be occupied by the Inflatables, soft play & alike to allow for Our installers to work. 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 or we have to internal routes for installation) that results from Your failure to comply with this requirement. You must also accept that the placing of the Inflatables, soft play & alike 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.
- 4.2.6 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);
- 4.2.7 On the day of installation, You must ensure that the location is free of all obstacles, debris, people and animals that may obstruct Our installers;
- 4.3 For some Inflatables, soft play & alike equipment You may need to obtain certain permits or authorisations (from the local authority, for example). It is Your responsibility to establish what (if any) such permits or authorisations are required and to obtain them. We will not bear any liability for Your failure to obtain the necessary permits or authorisations.
- 4.4 During the Hire Period You must ensure that the following rules are followed:
- 4.4.1 It is the responsibility of the person who is hiring the Inflatables, soft play & alike equipment to ensure that all possible steps are taken to avoid injury to users or damage to the equipment hired.

- 4.4.2 A responsible adult must closely supervise the Inflatables, soft play & alike equipment at all times.
- 4.4.3 No adults are allowed on the Inflatables, soft play & alike unless you have hired an adult bouncy castle, otherwise, the Inflatables, soft play & alike have individual an age limits.
- 4.4.4 It is strictly prohibited for both children and adults to be on the bouncy castle at the same time.
- 4.4.5 Always ensure that the Inflatables, soft play & alike is not overcrowded, and limit numbers according to the age and size of children using it. It is advised that children of mixed ages should not use the bouncy castle at the same time.
- 4.4.6 Do not allow children or adults to become boisterous, push, collide, fight or behave in a manner likely to injure or cause distress to others on the Inflatables, soft play & alike equipment.
- 4.4.7 To avoid choking, no food, drinks or chewing gum are allowed on or near the Inflatables, soft play & alike equipment.
- 4.4.8 All footwear, glasses, jewellery or any other hard, sharp or dangerous objects which could cause damage to other children or the equipment must be removed before using the inflatables, soft play & alike equipment.
- 4.4.9 No face paints, party poppers, coloured streamers or silly string to be used either on or near the Inflatables, soft play & alike equipment.
- 4.4.10 No smoking or barbeques on or near the Inflatables, soft play & alike equipment.
- 4.4.11 No pets to be allowed on or near the Inflatables, soft play & alike equipment.
- 4.4.12 Climbing, hanging or sitting on walls or beams of the Inflatables, soft play & alike equipment is dangerous and must not be allowed.
- 4.4.13 Do not allow anyone to bounce on the front safety step of the Inflatables, soft play & alike equipment.
- 4.4.14 Do not allow children to run in the ball bit or throw the balls out. All ball pit balls are cleaned regularly, please discourage children from putting them in their mouths.
- 4.4.15 Ensure that no one with a history of back or neck problems is allowed on the Inflatables, soft play & alike equipment, as indeed anyone who is feeling unwell or taking medication.
- 4.4.16 Do not allow anyone to be on the Inflatables, soft play & alike equipment during inflation or deflation or whilst deflated & or pack aways.
- 4.4.17 If the soft play equipment is outside & it starts to rain, please move all soft play equipment to a covered area to ensure there is no water damage, this is Your responsibility.
- 4.4.18 Please inform users of the tie down points and the area behind the Inflatables, soft play & alike equipment, where electrical items are sited is out of bounds.
- 4.4.19 The Inflatables, soft play & alike equipment should not be used if it becomes wet on the jumping/playing area.

4.4.20 In the event of heavy rain, it is strongly recommended that the Inflatables, soft play & alike equipment be switched off where needed & not used unless dry again.

4.4.21 Should the Inflatables, soft play & alike equipment fail for any reason, please ensure all users remove themselves the Inflatables, soft play & alike equipment immediately.

4.4.22 No unauthorised person should move the Inflatables, soft play & alike equipment or tamper with the electrical equipment.

4.4.23

## 5. **Hire Period**

5.1 The Hire Period shall be chosen in Your Order and confirmed in Our Order Confirmation.

5.2 Unless it is expressly stated otherwise, the Hire Period begins and ends at the times and dates shown in Our Order Confirmation.

5.3 Unless We expressly agree otherwise (and confirm that agreement in writing), no Hire Period may exceed the agreed time frames within the order confirmation.

You may extend the Hire Period by contacting Us via Telephone, email, Facebook, Text or other electronic or non. Extended Hire Periods shall be charged at [Our normal hourly/daily or overnight rate].

## 6. **Fees and Payment**

6.1 When placing Your Order, You may be required to pay a Deposit of 20% of the total Price to secure your Order.

6.2 The Price for the Inflatables, soft play & alike equipment will be that shown on Our Website current at the time of Your Order.

6.3 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.

6.4 The balance of the Price (i.e. the full payment) should be made no later than before the start of the Hire Period.

6.5 Ball pool/pit balls must be placed back the bags provided at the end of the party or there is an extra £20.00 charge for this service. All balls must be in the ball pit at the end of the party even if the charge is paid.

## 7. **Changes and Cancellation**

7.1 You may change Your Order at any point up until 24 hours before the start of the Hire Period. All changes must be requested by written electronic means and will be confirmed by Us in writing. We will use reasonable endeavours to accommodate Your request, but all changes will be subject to the availability of equipment. The Price due will change to reflect the changes to Your Order and outstanding sums due will be altered accordingly, or You will be refunded the appropriate sum if You have already paid and the new Price is lower. [Changes to Orders will also incur an administration fee of £10.00.]

7.2 You may cancel Your Order at any time before the start of the Hire Period

subject to the following:

- 7.2.1 For Orders cancelled more than 7 days before the start of the Hire Period, there will be no charge and Your Deposit and any other sums paid will be refunded in full.
- 7.2.2 For Orders cancelled less than 7 days but more than 3 days before the start of the Hire Period, We will retain Your Deposit in full but will refund any other sums paid.
- 7.2.3 [For Orders cancelled less than 3 days but more than 24 hours before the start of the Hire Period, We will retain Your Deposit in full and charge a further cancellation fee of 50% of the total Price (which will be retained from sums paid if You have already paid or for which You will be billed if You have not already paid).]
- 7.2.4 [For Orders cancelled less than 24 hours before the start of the Hire Period, We will retain Your Deposit in full and the balance of the full Price will also be payable (if it has not already been paid).]
- 7.3 We may, at Our sole discretion, reduce or waive any of the charges detailed above if Your cancellation is due to exceptional circumstances.

## **8. Delivery, Hire and Collection**

- 8.1 The Hire Period begins at the time and date stated in the Order Confirmation. The Inflatables, soft play & alike equipment will be delivered to the site and set up by Our installers as close to that time as is reasonably possible.
- 8.2 Before delivery, We always use all reasonable endeavours to ensure that Inflatables, soft play & alike equipment are undamaged and that all other items to be supplied are complete. You should, however, check the Inflatables, soft play & alike equipment Yourself at the time of delivery and set up and will be asked by Our installers to sign a receipt confirming that there is nothing missing and that there is no visible damage to the Inflatables, soft play & alike equipment. If there are any items missing or if there is any visible damage to the Inflatables, soft play & alike equipment, You should inform Our installers immediately. We will use all reasonable endeavours to replace missing items or damaged Inflatables, soft play & alike equipment. If We are unable to provide suitable replacements of at least the same quality and value as those ordered, You will be entitled to a partial refund amounted to that item, calculated by Us.
- 8.3 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. We are also required to [install] **OR** [set up] goods correctly and, for the purposes of this Clause 8, Our failure to do so will render the goods 'damaged' and/or 'faulty'. If You discover any damage (pre-existing) or fault with the Inflatables, soft play & alike equipment during the Hire Period, please inform Us as soon as is reasonably possible. 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 Inflatables, soft play & alike equipment. If We are unable to replace or repair the Inflatables, soft play & alike equipment, or if You would prefer to reject the damaged or faulty Inflatables, soft play & alike equipment, whether before or after a repair or replacement (if the replaced or repaired Inflatables, soft play & alike 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 Inflatables, soft play & alike 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 14 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 unless you specifically request a different method

- 8.4 The Hire Period ends at the time and date stated in the Order Confirmation. Our installers will arrive at the site to pack away and collect the Inflatables, soft play & alike 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 Inflatables, soft play & alike equipment before the collection time. Any delays to the dismantling and collection of the Tent/Gazebo/Marquee will be charged at £20.00 per hour.

## 9. **Accidental Damage Waiver**

- 9.1 An Accidental Damage Waiver can be added to Your Order at Your request.
- 9.2 The Accidental Damage Waiver covers the following:
- 9.2.1 Any accidental damage to Inflatables, soft play & alike equipment while they are in Your possession;
- 9.3 The Accidental Damage Waiver does not cover the following:
- 9.3.1 Malicious or deliberate damage or that which, in Our opinion, has been caused by carelessness or improper use;
- 9.4 If You do not take out the Accidental Damage Waiver, You will be responsible for any and all of the types of damage and/or loss shown above in sub-Clause 9.2 in addition to that shown in sub-Clause 9.3.

## 10. **Loss and Damage**

- 10.1 You are responsible for, and will be required to indemnify Us for, any loss or damage which may occur to Inflatables, soft play & alike equipment that falls outside of the terms of the Accidental Damage Waiver described in Clause 9.
- 10.2 Any charges due under this Clause 10 will be claimed in full via invoice after the event.
- 10.3 You will not be responsible for any pre-existing damage to Inflatables, soft play & alike equipment that has already been identified under sub-Clause 8.2 at the time of delivery, or for any damage or faults that are discovered under sub-Clause 8.3 during the Hire Period.
- 10.4 Full details of all charges are available on request.

## 11. **Our Liability**

- 11.1 We will 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.

- 11.2 [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.]
- 11.3 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.
- 11.4 Nothing in these Terms and Conditions seeks to exclude or limit Our liability with respect to Your legal rights as a consumer. For more information on your legal rights and on the remedies you may be entitled to if something goes wrong, please [contact Us] **AND/OR** [contact your local Citizens Advice Bureau or Trading Standards Office.].

## 12. **Events Outside of Our Control (Force Majeure)**

- 12.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 12.2 If any event described under this Clause 12 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
  - 12.2.1 We will inform You as soon as is reasonably possible;
  - 12.2.2 We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability as necessary;
  - 12.2.3 If the event outside of Our control continues for more than 2 hours We will cancel the Contract and inform You of the cancellation in writing;
  - 12.2.4 If an event outside of Our control continues for more than 24 hours and You wish to cancel the Contract, You may do so by informing Us in writing;
  - 12.2.5 If the Contract is cancelled under this Clause 12 before the Hire Period begins, any and all sums You have paid to Us will be refunded in full. Other provisions in these Terms and Conditions regarding cancellation charges and the retention of sums paid shall not apply.

## 13. **Communication and Contact Details**

If You wish to contact Us with questions or complaints, You may contact Us by telephone at 07880349462, by email at [enquiries@sosoftplay.co.uk](mailto:enquiries@sosoftplay.co.uk), or by post at SoSoft Play Limited, 10 Albourne Close, St Leonard's on Sea, East Sussex TN38 0GT.

## 14. **Complaints and Feedback**

- 14.1 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.
- 14.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available from [www.sosoftplay.co.uk](http://www.sosoftplay.co.uk).
- 14.3 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 Inflatables, soft play & alike equipment, please contact Us in one of the following ways:
  - 14.3.1 [In writing, addressed to Daniel Smith, Director, SoSoft Play Limited 10 Albourne Close, St Leonard's on Sea East Sussex, TN38 0GT]
  - 14.3.2 [By email, addressed to Daniel Smith, Director, SoSoft Play Limited, [enquiries@sosoftplay.co.uk](mailto:enquiries@sosoftplay.co.uk);
  - 14.3.3 [Using Our complaints form, following the instructions included with the form;]

## 15. **How We Use Your Personal Information (Data Protection)**

- 15.1 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.
- 15.2 We may use Your personal information to:
  - 15.2.1 Provide Our products and services to You;
  - 15.2.2 Process Your payments; and
  - 15.2.3 Inform You of new products and services available from Us. You may request that We stop sending You this information at any time.
- 15.3 We will not pass on Your personal information to any other third parties [without first obtaining Your express permission].

## 16. **Other Important Terms**

- 16.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs You will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms will be transferred to the third party who will remain bound by them.
- 16.2 You may not transfer (assign) Your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.
- 16.3 The Contract is between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 16.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be

valid and enforceable.

- 16.5 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

17. **Governing Law and Jurisdiction**

17.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with English law.

17.2 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

SOSOFT PLAY LTD CAN NOT ACCEPT ANY RESPONSIBILITY FOR INJURY OR LOSS SUSTAINED TO ANY PERSONS THROUGH THE USE OF OUR EQUIPMENT. IF YOU ARE UNSURE OF ANYTHING THEN PLEASE CONTACT US ON 07880349462

You have read, understood and agree to comply with the rules, regulations and conditions set down by SOSOFT PLAY Ltd and as listed above in their Hire Agreement. I understand that I am not insured for injury & any accidents & medical emergencies are strictly held liable to the person who has signed below & NOT SoSoft Play Ltd.

Name:.....

Address:.....

Postcode:.....

Phone number:.....

Email:.....

Date:.....

Signature:.....