



SOFT PLAY EQUIPMENT HIRE AGREEMENT

Bodology ltd. T/A Walt's Party Designs

85 East Carlton park, Leicestershire, LE16 8YD

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HIRER'S INFORMATION

Full Name/Company: _____ DOB: D____M____Y_____

Address _____

City: _____ County: _____ Postcode: _____ Phone #: _____

Email: _____

AGREEMENT

This Soft Play Equipment Hire Agreement and its terms ('Agreement') is entered into between _____ ('Lessor') hereinafter referred to as Walt's Party Designs, We, Us, or Our, and _____ ('Hirer') hereinafter referred to as Hirer, You, or Your. Walt's Party Designs and the Hirer shall hereinafter collectively be referred to as the "Parties".

TERMS AND CONDITIONS

The Parties hereby agree as follows,

Walt's Party Designs agrees to hire the following equipment listed on page 2 of this Agreement to the Hirer under the Terms and Conditions set herein. All the equipment in this Agreement shall hereinafter collectively be referred to as "Soft Play Equipment" or "Equipment".

The Soft Play Equipment is the exclusive property of Walt's Party Designs and will remain so throughout the entire term of this Agreement and thereafter.

The Hirer's right to possession of our Soft Play Equipment will begin upon the items being delivered to the Hirer and ends when the items are picked up by Walt's Party Designs. At the end of your hire period, Hirer shall return the Soft Play Hire Equipment to Walt's Party Designs. During that time, the Hirer agrees to keep our Soft Play Equipment in the Hirer's care and custody. The Hirer agrees not to loan, sublet, hire, sell, or remove our Soft Play Equipment from the delivered address.

SOFT PLAY EQUIPMENT RENTED TO CLIENT UNDER THIS AGREEMENT:

- Mini Party Package
- Maxi Party Package
- Toddler Play Date Package
- VIP Toddler Package
- Deluxe Wedding Package
- Custom Package

Extras

Rabbit Hopper ☐ G Wagon ride on car ☐ Teepee ☐ Colouring Table ☐ Sweet wall ☐ Pop-up tunnel ☐

Walt's Party Designs shall deliver our hire Soft Play Equipment to the Hirer as follows:

Delivery Address: _____

Hire Period Start Date: _____ Hire Period Start Time: _____

Hire Period End Date: _____ Hire Period Start Time: _____

Total Hire Hours: _____ **Please note that soft-play is for indoor use only.**

Additional Details: _____

ESTIMATED COST IS OUTLINED WITHIN YOUR INVOICE WHICH IS PROVIDED PRIOR.

This estimated cost is based on what Soft Play Equipment you are hiring, and how many hours/days it's being hired. This is not the finalised bill. The final invoice may include taxes, travel, and miscellaneous fees.

PAYMENT TERMS

A 50% non-refundable deposit is required to secure your hire(s). The remaining balance is due 30 days prior to your hire period delivery date. Walt's Party Designs accepts Debit/Credit Card or . **We will not deliver our Soft Play Equipment until your full balance is paid.**

Please note: bookings must be secured with a 50% non-refundable deposit at time of booking to secure the event date. The deposit amount will be deducted from your final balance which will be due no later than 30 days prior to your event date. Failure to do so could result in the loss of your deposit & cancellation of your booking without notice. It is the responsibility of the customer to pay on time. Bookings made less than 30 days before the event require full settlement immediately. If booking is less than £75.00, full payment will be required at time of booking.

RESCHEDULING, CANCELLATION, AND RESERVATION CHANGES:

Should you need to cancel or make changes to your reservation, please call us as soon as possible at (+44) 7483 447686. Cancellations will forfeit your deposit and any other amount paid. If you need to reschedule or change your delivery location before your hire start period at no extra cost. Depending on the situation, a new Agreement with the updated information might be required. Rescheduling is subject to availability. In the event of your cancellation, your deposit will be forfeited – as it is non-refundable. However, if more than 28 days' notice is given, your deposit can be transferred to re-book on another day, subject to availability.

TRAVEL

Travel within Harborough district area is free. You will be charged a delivery fee for anywhere outside the Harborough District. This distance/rate is for a roundtrip. The cost incurred for travel and delivery of this hire is to be paid by the Hirer. This may include but is not limited to parking or toll charges.

DELIVERY, SET UP & PICK UP

We will deliver, set up, and remove our Soft Play Equipment from your Event location. We will arrive approximately 60-90 minutes before your Hire period start time to set up. After your hire period ends, we will pick up our Soft Play Equipment. You are responsible for ensuring Walt's Party Designs gains the right to enter the delivery property for setting up and return pick up of our Equipment within the periods set forth during the terms of this contract. Any delivery restrictions must be provided to Walt's Party Designs before the delivery date, such as but not limited to lack of parking, stairs, narrow doorways, etc. Failure to do so may result in Walt's Party Designs being unable to deliver and no refunds provided

SET UP REQUIREMENTS

Our Soft Play Equipment must be operated over a smooth and compatible surface, such as concrete or other hard surfaces. Our Equipment will NOT be set up on grass, mud, faeces, or rough surfaces, such as rocks, gravel, bricks, glass, or any other jagged objects that could cause damage to the Equipment. There should be open space around all sides of the Soft Play Equipment once it's set up.

It is the lessee's responsibility to tell us where the Soft Play Equipment is to be set up. You agree to check the site measurements for the required package(s), ensure that there will be adequate space surrounding the Soft Play Equipment, and ensure that there is a clear pathway to the setup area before Walt's Party Designs arrives.

You agree to have any underground utility lines marked prior. Walt's Party Designs is not responsible for striking or damaging any underground utility lines/devices (including but not limited to: electrical, plumbing, sprinkler, etc.).

If sufficient space is not available at the event site for the Equipment ordered, or Walt's Party Designs deems it unsafe for participants to operate our Equipment, our Soft Play Equipment WILL NOT BE SETUP. You will still be charged for them, forfeiting any refund. If you have any setup questions or concerns, you must notify us before your event date.

PICK-UP OF OUR SOFT PLAY EQUIPMENT

We will arrive after your hire period ends to pick up our Equipment. Please ensure that the Soft Play Equipment hired is not scattered around your event. Our Equipment must be collected and placed back in the setup area. Balls from the ball pit must be collected and bagged. This will ensure we do not spend time looking for items when we arrive to collect them. You will be charged an extra pick-up fee of £20.00 if our Soft Play Equipment is scattered around your event.

HEALTH AND SAFETY

We will set up our Soft Play Equipment taking into full account the safety of the children. Our Equipment must not be moved or dismantled once set up unless you are authorised to do so by Walt's Party Designs. We will not be a liability for accidents or injuries occurring while our Equipment is in your possession. You agree to enforce the following safety rules below and to ensure that all possible precautions are taken to avoid injury to people(s) or damage to our Soft Play Equipment.

- We request that there must be a minimum of 2 responsible adults (over the age of 18) supervising children and Soft Play Equipment, at all times. Adults must not be under the influence of alcohol or drugs when in charge.
- **Our Soft Play Equipment is strictly for children up to 5 years of age. Under no circumstance should anyone over 5 years or adults play on, sit or lean on the Soft Play Equipment.** This can result in damage to the Equipment or injury to the individual(s) / children.
- **No shoes are allowed in the Soft Play area. Children must wear socks for hygiene and safety reasons.**
- **No food, liquids, sweets, or chewing gum on or around the Soft Play area. This will help avoid any accidental risks, choking and keep the Soft Play Equipment clean.**
- Before using our Soft Play Equipment, children must remove objects that may injure others or cause damage to our Equipment. This includes but is not limited to personal toys, loose objects in pockets, jewelry, badges, pens, keys, and other sharp objects.
- No face paints, party poppers, confetti, colored streamers, silly string, play dough, slime, markers, crayons, sharp objects, etc. to be used on or near the Soft Play Equipment. These items cause permanent damage/staining to our Soft Play Equipment for which the Hirer will be liable.
- No pets or animals are to be allowed on or near our Soft Play Equipment.
- Make sure there is plenty of space between children to avoid a collision.
- Separate children of different ages and abilities, so that larger kids don't accidentally hurt the smaller ones, due to colliding with and/or falling on top of each other.
- Ensure children are not pushing, colliding, fighting, or behaving in a manner likely to injure or cause distress to others.
- No diving or throwing balls out of the ball pit.
- All ball pit balls are cleaned regularly. However, please discourage children from putting them in their mouths.
- Climbing, hanging, or sitting on safety gates is dangerous and must not be allowed.
- Keep Equipment away from heat and open flames. The material will burn or melt. This means, avoiding things like smoking or barbecuing near the Soft Play Equipment.
- All our Equipment will be delivered in a clean and sanitary state. **To reduce the number of germs and the spread of disease or illness, we ask that you immediately disinfect any Soft Play Equipment that has come in contact with the following situations: Leaked soiled nappys, vomit, blood, or mucous. A disinfectant will be provided by Walt's Party Designs to ensure proper sterilisation that is safe for all, including our Soft Play equipment.**

SOFT PLAY EQUIPMENT DAMAGE, NEGLIGENCE, OR ABUSE

We will deliver our Soft Play Equipment in good condition, and it shall be returned in the same as-is condition (ordinary wear and tear accepted). "Ordinary wear and tear" is the normal deterioration of the hire equipment caused by ordinary, reasonable, and proper use of the hire equipment. Damage that is not "ordinary wear and tears" includes, but is not limited to, cutting or tearing of vinyl or netting, damage due to overturning, overloading, exceeding rated capacities, breakage, improper use, abuse, lack of cleaning, drying due to rain and/or not limited to a sprinkler system, hoses, super soakers, etc., contamination of or dirtying of hire equipment with non-approved items such as chemicals, food, paint, silly string, mud, clay, or other materials. Things like silly string and paint cause permanent damage to the material in which our Soft Play Equipment is manufactured and will require a complete replacement of the Equipment.

The Hirer is financially responsible if the following occurs:

1. You will get charged a minimum cleaning fee of £45.00 if our Soft Play Equipment is collected in a dirty state.
2. If damage is done to our Soft Play Equipment while it's in your possession, you are financially responsible for the repair costs.
3. If our Soft Play Equipment is damaged beyond repair, lost, stolen or you refuse to give us back our Equipment after your hire period expires, you agree to pay for replacements of Our Soft Play Equipment.

DISCLAIMER OF WARRANTIES

Walt's Party Designs makes no warranty of any kind, either expressed or implied, as to the condition or performance of our Soft Play Equipment herein. Hirer agrees to immediately cease use of our Equipment and contact Walt's Party Designs if any of the Equipment appears to not be working properly. Hirer and Hirer's guest(s) agree to use our Equipment at their own risk

FORCE MAJEURE, EVENTS BEYOND OUR CONTROL

Walt's Party Designs aim to deliver on time, but we will not be held responsible for delay or failure to deliver due to circumstances beyond our control. These circumstances may include but are not limited to: (a) acts of God; (b) inclement weather conditions, flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic i.e COVID-19 or similar influenza or bacterial infection; (j) emergency state; (k) shortage of adequate medical supplies and equipment; (l) shortage of power or transportation facilities; (m) breakdown of our vehicle, (n) malfunctioning of our Soft Play Equipment (o) injuries, illness of our employees, (p) traffic delays and other similar events beyond our reasonable control. In the case that we cannot deliver or fulfill your hire due to events beyond our control, we will contact you as soon as possible. In these instances, our accountability will be restricted to the refunding of all monies paid.

ACKNOWLEDGEMENT AND RELEASE OF LIABILITY

By signing this Agreement, both Parties acknowledge and certify that they have fully read and understood the content of this entire Agreement. The lessee acknowledges that the use of the lessor’s Soft Play Equipment listed in this Agreement could bring known, unknown, and unanticipated risks to the Hirer, his/her/their guests, and other participations from the use, handling, and/or being near the Walt's Party Designs Soft Play Equipment. The risks involved may include but are not limited to: falling, slipping, tripping, crashing, and/or colliding which could result in injury, illness, paralysis, emotional distress, and/or death. The Hirer’s guests willingly assume the risks associated with the participation of the Soft Play Equipment in this Agreement

Release Of Liability: The Hirer agrees to indemnify and hold Bodology ltd. T/A Walt's Party Designs (as well as all agents or representatives of Business Name) harmless from all claims, actions, suits, proceeding costs, expenses, damages, and liabilities, including reasonable attorney fees, arising because of injury, damage, or death to persons or property, in connection with or resulting from the use of said Soft Play Equipment during the term of this contract and any extension thereof. The Hirer agrees that it shall be financially responsible for any damage or loss to Bodology ltd. T/A Walt's Party Designs Soft Play Equipment caused by: A) Hirer’s improper location setup provision. B) Any misuse of the Equipment by the Hirer or its guests, C) Theft or disaster (including but not limited to fire, flood, or earthquake) during the term of this contract and any extension thereof.

In the event the Hirer or any participants files a lawsuit against Walt's Party Designs (as well as all agents or representatives of Walt's Party Designs), it's agreed that relevant law's will apply and the lawsuit must be filed in the United Kingdom.

This signed Agreement, in conjunction with the signed Reservation Form, contains the entire Agreement between both parties. This Contract Agreement supersedes all previous written and/or oral agreements between the parties.

Hirer	Bodology ltd. T/A Walt's Party Designs [Lessor]
Full Name:_____	Full Name: Anne Wells/Lucy Wells
Signature: _____Date:___/___/___	Signature: _____Date:___/___/___