



TERMS AND CONDITIONS

1. BOOKING PROCESS AND BASIS OF HIRE

The Hirer is kindly requested to initiate the booking process by contacting THE LITTLE VILLAGE PARTY COMPANY and completing a Booking Form. This preliminary step is essential for the Company to confirm the availability of the desired Equipment on the chosen dates. Upon receiving the inquiry, THE LITTLE VILLAGE PARTY COMPANY will promptly provide information on Equipment availability and confirm the applicable Hire Charges. To formalize the reservation, hirers are required to submit the completed Booking Form to THE LITTLE VILLAGE PARTY COMPANY which can be done by phone, socials, email or in person, accompanied by the specified security deposit. Upon completion of the Booking Form, deposit and email confirmation of acceptance of our terms and conditions and cancellation policy our team at THE LITTLE VILLAGE PARTY COMPANY will diligently review the submission. Hirer's will then be promptly informed of the acceptance status of their booking. The equipment hired is for personal use, and the Hirer affirms that they act as the principal party, not as an agent for another.

2. RULES OF USE

It is imperative for the individual renting this soft play, bouncy castle and inflatable ball pit package to ensure strict adherence to safety guidelines to prevent injury or damage. Adhere to the following Safety Instructions:

- Remove shoes, glasses, jewellery, and badges before using the soft play, bouncy castle and inflatable ball pit .
- Parents supervising must also remove their shoes. Any damage may result in loss of deposit and additional fees.
- Socks must be worn at all times for hygiene reasons. Children must be supervised by a responsible adult at all times. THE LITTLE VILLAGE PARTY COMPANY does not provide supervision and assumes no liability for accidents or injuries.
- No pets or sharp objects on the equipment. Prohibit streamers, face paint, party poppers, or silly string use near the equipment.
- No food, drinks, or chewing gum is allowed on or near the soft play, bouncy castle and inflatable ball pit.
- Adults must refrain from sitting or leaning on the equipment.
- Children must avoid pushing, colliding, fighting, or engaging in behaviour likely to cause injury or distress.
- No smoking or barbeques near the soft play, bouncy castle, inflatable ball pit and any other equipment. Ensure the soft play, bouncy castle and inflatable ball pit are not overcrowded and limit numbers based on the age and size of the children.
- The soft play equipment has a maximum age limit of 5; adults are not permitted to use the equipment.
- Restrict usage for individuals with a history of back or neck problems or any child feeling unwell.
- Do not use the equipment if it becomes wet, as surfaces may become slippery. The Hirer is responsible for ensuring the equipment remains undamaged.
- Repair charges for damages are payable immediately unless otherwise agreed.
- Only THE LITTLE VILLAGE PARTY COMPANY staff are authorized to remove or collect equipment; no items are to be removed from the delivery location.

3. RENTAL PERIOD

The rental period for the soft play, bouncy castle and inflatable ball pit hire incorporates the agreed-upon start and end times specified in the booking form. Beginning with the setup of the equipment, which typically requires approximately 60 minutes, and concluding with the thorough pack-up and removal of the soft play items allowing 60 minutes to facilitate the efficient dismantling and removal of the equipment by our team. The Hirer's cooperation in adhering to these timeframes will contribute to the seamless execution of the soft play experience and ensure a punctual and organized conclusion to the event. The Hirer must adhere to the specified timeline, allowing ample time for both the enjoyment of the soft play, bouncy castle and inflatable ball pit experience and the seamless return of the equipment.

4. ACCESS

The Hirer assumes the responsibility of verifying site measurements to accommodate the selected package and ensuring ample space around the play equipment. If the venue lacks sufficient space for the ordered package, THE LITTLE VILLAGE PARTY COMPANY reserves the discretion to selectively remove specific items for health and safety considerations. It is essential to note that charges for the entire package will still apply, notwithstanding the removal of certain items. The responsibility for facilitating unloading and loading of equipment rests with the Hirer, who is expected to ensure straightforward access to the venue. Any potential impediments such as insufficient parking, stairs, or narrow doorways must be promptly communicated to THE LITTLE VILLAGE PARTY COMPANY before the scheduled event. Failure to provide such information may result in delays during the setup process, the incurring of additional fees by the Hirer, or, in extreme cases, cancellation by THE LITTLE VILLAGE PARTY COMPANY. The Hirer's cooperation in addressing these considerations is vital for the smooth execution of the event logistics. The Hirer is required to ensure that the designated area for the placement of the equipment is clear of obstructions and debris. Additionally, for outdoor bookings, there must be an absence of dog foul in the specified location where the equipment is to be situated. This preparation is essential and must be completed before the arrival of our drivers to ensure a smooth and hygienic setup of the equipment

5. PAYMENT TERMS

A security deposit is required at the time of booking to secure the reservation. The security deposit amount is £50 which is non-refundable payment which is used as part payment of the final package price. This payment is a requirement for confirming the Hirer's booking and ensuring the availability of the requested services. The security deposit contributes towards securing the resources and facilitating the necessary preparations for the scheduled event. The timely remittance of this fee needs to finalize the booking arrangement, an £50 damage deposit is added to all bookings. This deposit will be refunded after the completion of inspection to ensure no damage or loss of company property has occurred. This process may take 7 days. The Full balance is due for payment seven days prior to the scheduled event, unless alternative arrangements have been agreed upon. Failure to make the payment within the stipulated timeframe grants THE LITTLE VILLAGE PARTY COMPANY right to cancel the booking and retain the security deposit. If items are damaged during the duration of hirer, THE LITTLE VILLAGE PARTY COMPANY are within their right to retain the damage deposit of £50 to cover the cost of replacing a part or replacing the item. If items are returned in an unclean unfit condition THE LITTLE VILLAGE PARTY COMPANY are within their rights to retain damage deposit to cover the cost of cleaning materials and cleaning time. Equipment must remain within the room and address which has been agreed when booking. DO NOT TAKE TOYS INTO PUBLIC AREAS. This includes parks, play areas, roads and public greens where other children may come into contact with them.

6. CANCELLATION POLICY

In the event of cancellation with a minimum of 7 days' notice, the initial deposit will be eligible for a full refund. However, cancellations made within the 7-day period leading up to the scheduled event are considered non-refundable. Despite the non-refundability, the Hirer retains the option to transfer the deposited amount to secure another booking, subject to availability and agreement with THE LITTLE VILLAGE PARTY COMPANY.

7. DELIVERY FEES

Complimentary delivery is provided within a 10-mile radius of Bellaghy, with coverage extending to surrounding areas. For locations beyond the 10-mile radius, delivery costs are subject to discussion and agreement at the time of booking.

8. SOFT PLAY CARE

All our equipment will be delivered in a meticulously clean and sanitary condition. In the event of significant dirt or staining upon collection, the Hirer will assume responsibility for professional cleaning costs. It is imperative that the equipment is returned in a clean and undamaged state to qualify for a full refund of the deposit. Any damage, regardless of its extent, or loss/theft of equipment will result in the non-refundable retention of the deposit upon collection. Following the collection, the equipment will be transported to our Depot, where a thorough assessment will be conducted to ascertain charges for repair or replacement. If the cost of damaged or lost equipment exceeds £50, the Hirer is required to remit the full amount equivalent to the new equipment's market value within 7 days from the date of hire.

9. WEATHER CANCELLATIONS

In instances of severe weather conditions, such as heavy snowfall or icy conditions, THE LITTLE VILLAGE PARTY COMPANY retains the right to cancel the booking to prioritize the safety of all parties involved. In the event of such cancellations, the deposit paid by the Hirer will be promptly refunded. This policy underscores our commitment to ensuring the well-being and security of both our clients and our staff during adverse weather circumstances. It is important to note that the decision to cancel due to severe weather conditions is made with careful consideration of the potential risks and challenges posed by the weather, with the primary aim of fostering a secure and enjoyable event experience for all.

10. LIABILITY

The Hirer must acknowledge and accept full responsibility for the appropriate utilization of the soft play, bouncy castle and inflatable ball pit and all other props and equipment throughout the rental period. The Hirer is obligated to diligently adhere to all safety guidelines and protocols established by THE LITTLE VILLAGE PARTY COMPANY to mitigate any potential risks associated with the use of the equipment. It is expressly emphasized that the Owner bears no liability for any accidents, injuries, or damages that may transpire during the entirety of the rental period. This stipulation places a significant onus on the part of the Hirer to exercise due diligence, supervision, and caution to ensure the safety and well-being of all participants. By assuming this responsibility, the Hirer acknowledges their role as the primary overseer of the event, underscoring the importance of maintaining a secure environment during the use of all equipment.

11. OPERATIONAL INSTRUCTIONS

Operational instructions are crucial for ensuring the safe and enjoyable use of our soft play, bouncy castle, inflatable ball pit and all equipment. The Hirer acknowledges the responsibility of disseminating and enforcing these guidelines among all participants. It is imperative to adhere strictly to the specified safety instructions, including the removal of shoes, glasses, jewellery, and badges before utilizing the soft play. Parents supervising must also remove their shoes. Hygiene is paramount, requiring the mandatory wearing of socks at all times. Adult supervision is essential to oversee the conduct of children and to ensure their safety during play. Prohibited activities such as the use of sharp objects, smoking, or the consumption of food and drinks near the soft play area must be strictly enforced. Failure to follow these operational instructions may result in additional charges or, in extreme cases, the termination of contract. The Hirer plays a pivotal role in guaranteeing a secure and enjoyable experience for all participants through the diligent adherence to these operational guidelines.

12. TERMINATION

In the event of misuse, violation of safety guidelines, or breach of the terms outlined in the agreement, the company reserves the right to terminate the hire contract. Such termination may occur at the discretion of the company if, for instance, there is evidence of reckless behaviour, non-compliance with safety regulations, or any other circumstances that jeopardize the well-being of participants or the integrity of the equipment. The company emphasizes the importance of mutual respect, responsible conduct, and adherence to safety protocols to prevent the necessity of contract termination. However, when such action is deemed necessary, it is executed with the paramount goal of prioritizing the safety and satisfaction of all parties involved in the hire agreement.

13. NOTIFICATION OF EQUIPMENT FAILURE

In the event of any issues or concerns related to all equipment during the rental period, the Hirer is kindly requested to promptly notify the company. Our commitment to customer satisfaction extends to addressing and resolving any problems efficiently. The Hirer should communicate such concerns through our designated contact channels, providing a detailed description of the issue encountered. Our experienced staff is dedicated to promptly assessing and, when feasible, resolving the problem to ensure the uninterrupted enjoyment of the soft play experience. Open and transparent communication is paramount in addressing concerns, and we encourage the Hirer to reach out at the earliest opportunity, allowing us to provide swift assistance and maintain the highest standards of service throughout the rental period.

14. RESCHEDULING

In the event that the Hirer needs to reschedule for any unforeseen circumstances, we kindly request timely notification to explore possible alternative dates. We understand that situations may arise, and we are committed to accommodating rescheduling requests to the best of our ability. To initiate the rescheduling process, the Hirer should contact our customer service as soon as possible. While every effort will be made to accommodate the request, rescheduling is subject to availability. We appreciate the Hirer's cooperation and understanding in adhering to this process, ensuring a smooth transition to the revised event date.

15. INDEMNIFICATION

The hirer agrees to indemnify and hold harmless THE LITTLE VILLAGE PARTY COMPANY, its affiliates, employees, and representatives from any claims, liabilities, damages, or expenses, including legal fees, arising from the client's use of the soft play. The hirer acknowledges and assumes full responsibility for any injuries, accidents, or damages that may occur during the rental period, whether to the participants using the soft play or to the rental property itself. The hirer agrees to bear the financial responsibility for any losses incurred as a result of misuse, negligence, or failure to adhere to the safety guidelines and operating instructions outlined in this contract. The hirer further agrees to defend the company against any claims or legal actions brought against THE LITTLE VILLAGE PARTY COMPANY as a result of the client's use of the soft play, including any claims arising from third-party injuries or damages related to THE LITTLE VILLAGE PARTY COMPANY

16. USE OF PHOTOGRAPHY & VIDEO

The hirer acknowledges and consents to the rental company's potential capture of photographs or videos featuring the soft play and its utilization throughout the rental duration for promotional and marketing purposes. By affixing their signature to this contract, the hirer grants the rental company an irrevocable and unrestricted authorization to utilize and publish these images or videos, either in whole or in part, for advertising, marketing, or any other lawful purpose linked to the promotion of the rental company's services. The hirer expressly waives any claims or rights to compensation arising from the use of said images or videos. Nevertheless, the company commits to exercising reasonable discretion and sensitivity in the utilization of such visual materials, safeguarding the privacy and confidentiality of all individuals depicted. In the event of specific concerns about the use of certain images, the hirer may communicate such concerns in writing to the rental company for appropriate resolution.

17: FORCE MAJOR

In the event of unforeseen circumstances or events beyond the control of either party, including but not limited to acts of nature, war, government regulations, terrorism, natural disasters, or any other force majeure event, the affected party will be excused from the performance of its obligations under this contract. The party affected by the force majeure event shall provide prompt notice to the other party, detailing the nature of the event and the expected impact on the performance of the contract. In such cases, the parties will work together in good faith to find a suitable resolution, which may include rescheduling the rental period, adjusting the rental fee, or terminating the contract, as agreed upon by both parties. Neither party shall be held liable for any failure or delay in the performance of their obligations under this contract resulting from a force majeure event.

18: LIMITATION OF LIABILITY

The Client acknowledges and agrees that, to the fullest extent permitted by law, the total liability of the Company, its affiliates, agents, employees, and representatives, for any claims, damages, losses, or expenses arising from the use of all equipment including but not limited to personal injuries, property damages, or any other liabilities, shall be limited to the total amount of the rental fee paid by the Client under this contract. The Company shall not be held liable for any indirect, incidental, special, or consequential damages, including but not limited to lost profits or business interruption, arising from the use of the soft play, props or inflatable ball pit. The Client further acknowledges that the Company assumes no responsibility for any damages or injuries resulting from the Client's failure to comply with the safety guidelines, operational instructions, or any other terms outlined in this contract.

19: BREACH OF CONTRACT

In the event of a breach of contract by either party, the non-breaching party reserves the right to seek legal remedies, including but not limited to monetary damages, injunctive relief, or specific performance, as determined by the applicable laws and regulations. A breach of contract may include, but is not limited to, failure to make timely payments, failure to adhere to the terms and conditions outlined in this contract, or any other violation that substantially impairs the performance of the contractual obligations.

The non-breaching party shall provide written notice to the breaching party detailing the nature of the breach and providing a reasonable opportunity for the breaching party to remedy the breach within a specified timeframe. If the breach is not remedied within the specified timeframe, the non-breaching party may pursue legal action to enforce the terms of this contract and seek appropriate remedies to address the breach.

20: GOVERNING LAW AND JURISDICTION

This contract shall be governed by and construed in accordance with the laws of UK and Ireland, without regard to its conflict of law principles. Any disputes arising out of or related to this contract shall be exclusively subject to the jurisdiction of the courts in County Derry Northern Ireland.

The parties agree to submit to the personal jurisdiction of the courts in County Derry Northern Ireland to litigate any such disputes and waive any objection to the laying of venue in such courts. Both parties agree to make a good-faith effort to resolve any disputes or differences that may arise from this contract through amicable negotiations before initiating any legal proceedings

21: ENTIRELY AGREEMENT

This contract, including any attachments, appendices, or additional documents specifically referenced herein, constitutes the entire agreement between the parties with respect to the subject matter of this contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter.

Any modifications, amendments, or changes to this contract must be made in writing and executed by both parties. The parties acknowledge that they have read and understood all terms and conditions of this contract and have entered into this agreement voluntarily, without any undue influence, coercion, or misrepresentation. The provisions of this contract are intended to be binding on the parties, their successors, and permitted assigns, and shall inure to the benefit of the parties and their respective legal representatives, heirs, and assigns.

22. MUTUAL AGREEMENT

Both parties, hereby acknowledge and fully agree to the terms and conditions set forth in this contract. Furthermore, both parties commit to diligently and in good faith fulfill all obligations and responsibilities outlined within this agreement to the best of their abilities.

*Client name:

*Date:

*Company signature:

*Date:
