



TERMS AND CONDITIONS

***** PLEASE NOTE: We require access to the area where the equipment is to be set up with a medium sized van along with trailer, if a trailer activity is booked. If this vehicular access is not available please discuss the available access with Xtreme Vortex prior to booking.*****

These Terms and conditions concern the relationship between the client and the Management Company Xtreme Vortex.

GENERAL INFORMATION

- No booking shall be deemed to be confirmed until the signed booking form, terms and conditions and deposit payment is received.
- We require access to the area where the equipment is to be set up with a medium sized van with trailer, if a trailer activity is booked. The client is responsible for ensuring that all required access is available at the location of the event. If this vehicular access is not available please discuss the available access with Xtreme Vortex prior to booking. If adequate access is not available, additional charges may occur or Xtreme Vortex reserves the right to decline setting up the equipment. Full payment will still be charged.
- Access cannot be gained through a house or property. It must be gained through an adequate side passage or some other means. Please ensure the access route to the area where equipment will be setup is completely clear of any obstacles before arrival of the equipment e.g. cars, toys, bins, bikes, debris (including branches, twigs, stones) etc. Xtreme Vortex will not be liable for any delays due to inadequate access.
- The client should ensure that adequate access and parking is provided for our vehicle (a medium sized van) and turning area for the vehicle plus trailer (for trailer based activities such as the climbing wall/bouldering wall). We will not attempt to deliver to a site if restricted access is likely to cause damage to our equipment. Please ensure a clear route is also available to allow us to promptly leave an event. Any delay in leaving, may be chargeable. The client will remain liable for full costs if the equipment cannot be delivered to the site designated for operating the activity.
- The client is responsible for ensuring that any special licenses' or permission for use of hired equipment are obtained. It is the client's responsibility to ensure that adequate parking is available for any delivering vehicles and that any parking permits are obtained prior to arrival. If this is not available upon arrival Xtreme Vortex reserves the right to refuse set up or invoice retrospectively for any costs incurred.
- The client is responsible for providing a safe electricity supply unless previously discussed.
- Our staff have the right to work in a safe environment and activities will be suspended or ceased in the event of any risk to personnel welfare due to violent or abusive behaviour.
- Xtreme Vortex is not responsible for any schedules that are planned for an event. If a schedule is to be created for an event, please discuss this with us prior to arrival to ensure that adequate time is allowed for each group. Please discuss maximum users and age ranges for each activity with us to ensure we can fulfil your requirements. Users for each activity must be of similar age and height.
- If breaks are not scheduled into the daily plan, please be aware that Xtreme Vortex has the right to temporarily cease activities in the interest of health and safety.
- Xtreme Vortex cannot be held responsible for late delivery/collections due to circumstances beyond their control. No compensation will be paid or refund given if cancellation or change by Xtreme Vortex is brought about by war, strikes, disaster, terrorist activities, fire, flood, industrial action, quarantine, extreme weather conditions or any other event outside the control of the Company.
- Activities may have to be suspended in the event of extreme weather conditions such as high winds (usually >30mph), thunderstorms and torrential rain. Our staff will be responsible for giving permission to restart activities when deemed safe to do so. In the event of inclement weather, full payment must be paid.



- Any event which is booked for a specific time and overruns will be invoiced retrospectively at our hourly rate. If a deposit has not been paid without prior arrangement, Xtreme Vortex reserves the right to cancel the booking.
- Xtreme Vortex reserves the right to exclude or refuse any person at any time prior to or during the activity if, in Xtreme Vortex's opinion, that person's condition or behaviour is not compatible with the general enjoyment and well-being of other customers or the safe operation of the activity. In this instance, Xtreme Vortex will give no refund of the cost of the activity.
- Xtreme Vortex shall not be liable for any loss or damage to any property of any person undertaking an activity or any loss, delay, inconvenience, fatal or other injuries or illness suffered by that person unless caused by proven negligence of the Company or its employees.
- Unauthorised interference with any safety equipment provided by Xtreme Vortex for the safe operation of the activity is prohibited. Legal action may be taken against anyone found causing wilful damage to the Xtreme Vortex's equipment.
- On some occasions, photographs may be taken of people participating in the activity for promotional purposes. If you do not wish for photographs of you or anyone at your event to be used for marketing Xtreme Vortex, please tick this box
- Anchoring stakes are required for all inflatables when used outdoors. If an anchoring stake goes through a mains pipe or cables (e.g. water, gas etc), Xtreme Vortex will not be held responsible. Inflation activities cannot be used if it is not fully staked down.
- All activities must be sited on level ground and at least 1.5 metres away from patios, paths or other obstacles unless otherwise agreed prior to booking. Please check that the site is suitable prior to booking. All activities must be sited on level ground, either grass or hard standing surface, depending on the type of activity.
- The client is responsible for arranging adequate First Aid cover for the event. They are also responsible for ensuring the location is safe and suitable for the intended use. For our laser tag, if the client wishes to create their own laser tag area, it is their responsibility for ensuring this is safe and relevant insurance is in place for the arena.
- If any safety documentation is required, this needs to be arranged prior to the event.

It is the responsibility of the client (hirer) to ensure that all possible steps are taken to avoid injury or damage to the participants and equipment. Please ensure that the following safety instructions are followed:

- Do not allow any toys, food, drink or chewing gum to be taken onto or near the equipment.
- Please ensure pockets are empty before using the equipment
- All jewellery (i.e. large earrings etc.) and other sharp objects such as badges, keyrings and metal studded clothing **MUST** be removed. It is recommended that spectacles are also removed for some activities. Flat shoes are required for the rock climbing, Bouldering and laser tag. High heels and football studs cannot be worn for any activities. All other activities may require footwear to be removed.
- No face-paints, party-poppers, coloured streamers or "silly string" must be used near or in the activities, as they can make a terrible mess and permanently stain the unit. In the event of damage the hirer will be liable to compensate Xtreme Vortex.
- No smoking or BBQs near any activities.
- Do not allow participants with medical conditions (e.g. brittle bones, neck or back injuries, heart condition or temporary injuries), which may put them at risk of injury to use the equipment. It is the client's responsibility to record any medical or parental permission of clients where necessary.
- All pets and animals must be kept indoors and away from the equipment.
- All equipment must be returned in an acceptable condition, i.e clean, unsoiled and undamaged. The client will be expected to pay an additional charge to cover the cleaning costs and our loss of earnings if any equipment is rendered out of commission for any reason.
- To prevent damage and injury, do not remove or tamper with any equipment.



- Rough play and inappropriate behaviour should be discouraged from activities as this can easily cause injury.

PAYMENT

- Payment must be made in accordance with the terms stated our Hire Contract. Where balance payments are due on delivery, equipment will not be put on site until payment is made.
- All payments must be paid in advanced either by cash on the day or a cheque made payable to Xtreme Vortex, 10 days before the event. Any late payment will result in additional costs. All deposits are non refundable. Holding deposit cheques should be made payable to "Xtreme Vortex".

CANCELATION OF BOOKINGS

- Xtreme Vortex reserves the right to cancel a booking if access and/or surface required is unacceptable. The hirer will still be liable for the full booking amount.
- Cancellations must be notified in writing however the hirer will be liable for fifty percent (50%) of the booking amount for cancellations which are made up until 21 days prior to the date of the booking.
- Cancellations must be notified in writing however the hirer will be liable for the full booking amount (100%) for cancellations which are made within 21 days of the date of the booking.
- If after acceptance of the booking, Xtreme Vortex agrees with the client to alter any aspect of the booking, Xtreme Vortex shall make best endeavours to effect such alteration, but if for whatever reason Xtreme Vortex is unable to do so, the client shall be bound by the original booking.

PUBLIC LIABILITY INSURANCE

This is excluded in its entirety following any claim or injury to any third party or employee whether directly or indirectly related to the use of drugs and/or alcohol. Xtreme Vortex excludes any liability for injury loss or damage caused to any person using the equipment contrary to the terms and conditions of this contract and advice/Instructions given by operators.

DISCLAIMER

Provided that the equipment is used in accordance with the above guidelines and conditions of hire, those using the equipment should do so safely. However, accidents can happen. Xtreme Vortex can accept no liability for injuries sustained or any other loss, howsoever caused, in the absence of the negligence of Xtreme Vortex.

Please note that all persons using this equipment do so at their own risk. The client/organisation hiring the equipment will be responsible/liable for any damage or injury occurring from or as a result of misuse or reckless use. These guidelines are for the safety of all people using this equipment, and it is the sole responsibility of the hirer to ensure they are adhered to. Our company cannot accept any responsibility for any injury caused to anyone using this equipment. The operator's decision is final.

ROCK CLIMBING AND BOULDERING DISCLAIMER

Climbing is a physical and demanding sport which obviously has inherent hazards associated with it. Whilst Xtreme Vortex takes all necessary precautions to try and ensure the safety of all participants, unfortunately accidents will occur in consequence. Each participant should familiarize themselves with the hazards and try to minimize these as much as possible by complying with Xtreme Vortex's risk management guidelines.

The management accepts no responsibility whatsoever for any loss or injury resulting from any persons' involvement in rock climbing. Furthermore, it is understood and agreed that individuals participate at their own risk.

I hereby agree to abide by the terms and conditions listed above.

CLIENT SIGNATURE:

CLIENT PRINTED NAME:

DATE: