



TERMS AND CONDITIONS

***** PLEASE NOTE: We require access to the area where the equipment is to be set up with a 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.*****

GENERAL INFORMATION

- No booking shall be deemed to be confirmed until the signed booking form, terms and conditions and deposit payment is received.
- Adequate vehicular access is required to deliver all activities unless previously discussed. We require access to the area where the equipment is to be set up with a van which may also be towing a large trailer when booking some activities. Access cannot be gained across infirm ground, up steep slopes or across sudden changing gradients as this will cause the trailer to ground out. The client is responsible for ensuring that all required access is available at the location of the event. If adequate access is not available, additional charges may occur or Xtreme Vortex reserves the right to decline setting up the equipment if restricted access is likely to cause damage to our equipment. Full payment will still be charged.
- All activities must be sited on level ground, either grass or hard standing, depending on the type of activity. All activities must be at least 1.5 metres away from patios, paths or obstacles unless otherwise agreed prior to booking. All activities must be situated away from overhead obstacles. Please check that the site is suitable prior to booking. Inflatables must be set up on grass unless otherwise discussed prior to the event. Once equipment is sited it will not be moved.
- Xtreme Vortex is not liable for any damage to the ground surface cause by equipment that is sited.
- All activities must be situated away from loud noise (including stages) as safety instructions must be given on all activities. Safety is paramount, and all participants must accept that the decision of the operator is final. No smoking, BBQs or fireworks may be near any activities.
- Access cannot be gained through any buildings. 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 is responsible 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 parking or travelling to the event including congestion charging. Loading and unloading will not take place unless our vehicles are parked legally.
- Please ensure a clear route is available to allow us to promptly leave an event. Any delay in leaving, may incur further charges.
- 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.
- Any event which is booked for a specific time and overruns will be invoiced retrospectively at our hourly rate.
- The client is responsible for ensuring that any special licenses' or permission for use of hired equipment are obtained. Bookings can only take place on public or private land with the permission of the land owner. Evidence of this may be required.
- 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 and include breaks. Please discuss maximum users and age ranges for each activity with us to ensure we can fulfil your requirements.



- 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 reserves the right to substitute hired equipment with equipment of a similar type or valuation in the event of damage or loss of the pre booked 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
- The client is responsible for providing a safe electricity supply unless previously discussed (if power required).
- Activities have to be suspended in the event of extreme weather conditions such as high winds (usually >25mph), thunderstorms and heavy 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.
- 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. 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 personal welfare due to violent or abusive behaviour.
- All Participants must be able to speak fluently and understand English as instructions are constantly given on all activities.
- Any participants who are under the influence of alcohol or drugs, will not be permitted on or near any of our activities or 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.
- No participants with face-paint can participate on any of the activities, as they damage the equipment. In the event of damage the hirer will be liable to compensate Xtreme Vortex.
- Do not allow participants with medical conditions (e.g. brittle bones, neck or back injuries, heart condition or temporary injuries including fractured or broken bones), 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.
- The client must ensure that no moving traffic is to be allowed near the activity while the equipment is being set up or during operation.
- All pets and animals must be kept away from the equipment.
- Suitable footwear and clothing must be worn for some of our activities. Open toed shoes are not permitted.
- 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.
- 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.
- 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.
- If any health and safety documentation is required by the client, this must be arranged prior to the event.



SPECIAL REQUIREMENTS

Laser tag

- All participants must be at least 6 years old and must be tall enough to adequately hold a gun safely. The operator's decision is final.
- Heights and sizes of participants must be kept similar for the safety of all participants.
- If the client wishes to create their own laser tag area, it is their responsibility for ensuring this is safe and that relevant insurance is in place for the arena.
- Suitable footwear and clothing must be worn. No high heels or football boots may be worn.
- Anyone not following the operators instructions will be removed from the activity.

Rock climbing wall

- All users must be between 3.5 stone (25kg) and 18 stone (110kg) in weight, be of a minimum height of 1.10m tall and be able to safely fit into a harness. The operators decision on this is final.
- The rock climbing wall must be set up on a flat firm surface.
- Helmets must be worn by all participants. If a participant refuses to wear a helmet or cannot wear a helmet they cannot climb.
- Suitable footwear and clothing must be worn. No high heels or football boots may be worn. No shoes with open toes are permitted when climbing.
- Anyone not following the operators instructions will be removed from the activity.
- Only suitable for people in good health and without any injury, heart condition or back problems. This is a physically demanding activity.

Bouldering Wall

- Suitable clothing and footwear must be worn at all times. No open toed shoes are permitted when bouldering.
- Helmets must be worn by all participants. If a participant refuses to wear a helmet or cannot wear a helmet they cannot climb.
- The bouldering wall must be set up on a flat firm surface.
- Only suitable for people in good health and without any injury, heart condition or back problems. This is a physically demanding activity.

Moon Bouncer

- All users must be under the age of 12.
- Shoes must be removed prior to using this activity.
- Heights and sizes of participants must be kept similar for the safety of all participants.

Bungee Run

- Only suitable for people in good health and without any injury, heart condition or back problems. This is a physically demanding activity.

Rocking Gladiator Joust

- Adults cannot compete against children. Participants must be of similar size to their opponent.
- Helmets must be worn by all participants. If a participant refuses to wear a helmet or cannot wear a helmet they cannot participate.
- Only suitable for people in good health and without any injury, heart condition or back problems. This is a physically demanding activity.

Human Table Football

- Suitable footwear and clothing must be worn. No open toed shoes.

Multi-Sports Arena

- Adults and children cannot participate on this activity together. Participants must be of similar size to their opponent.

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 either by cash on the day, or prior to the booking by BACs or a cheque, 10 days before the event. Any late payment will result in additional costs. All deposits are non refundable.



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 any of our 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. Xtreme Vortex 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: