

Equipment Hire Terms & Conditions

(April 2010)



YOU WILL BE ASKED TO CAREFULLY READ AND SIGN A COPY OF OUR TERMS AND CONDITIONS UPON DELIVERY OF LEGACY HIRE EQUIPMENT.

If the Hirer is in any doubt as to the meaning of the following, a representative from Legacy XS Ltd should immediately be consulted.

THE HIRER will, during the period of the hiring, be responsible for the supervision of the equipment, it's care, safety from damage however slight of any sort, and the behaviour of all persons of all ages using the equipment whatever their capacity, including proper supervision of children to ensure children under school age use the equipment separately to older children or adults.

ONCE THE INFLATABLE HAS BEEN SITED BY OUR OPERATIVE YOU ARE NOT PERMITTED TO MOVE IT YOURSELF TO ANOTHER LOCATION.

THE HIRER shall not use the equipment for any purpose other than that described in the hiring agreement, and shall not sub-hire or use the equipment or allow the equipment to be used for any unlawful purpose or in any unlawful way, nor allow anyone onto the equipment wearing shoes, spectacles, carrying sharp objects, key-rings, metal studded clothing or any other similar items which could cause damage to others or the equipment. No food or drink is to be taken onto or consumed on the equipment. No party poppers, coloured streamers or silly string should be taken, thrown or sprayed onto the equipment, these materials permanently stain the material and the hirer will be liable to compensate Legacy XS Ltd in the event of damage.

THE HIRER shall be deemed to have inspected the equipment (accessories and trailer(s) if supplied) and to have agreed that it is supplied in good condition unless he/she brings to the attention of Legacy XS Ltd when it is set up and checked by the hirer when coming in to possession of the equipment any faults noted by the Hirer.

THE HIRE PERIOD unless otherwise agreed is from delivery until _____ or after at the discretion of Legacy XS Ltd any obstruction by the hirer or their guests causing unnecessary delay will be charged at £85 per hour or part of.

PUBLIC LIABILITY INSURANCE is excluded in it's 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. Legacy XS Ltd excludes any liability for injury loss or damage caused to any person using the equipment contrary to the terms and conditions of this contract

IMPORTANT NOTICE Provided that the equipment is used in accordance with the attached guidelines and conditions of hire, those using the inflatable should do so safely. However, accidents can happen. Legacy XS Ltd can accept no liability for injuries sustained or any other loss, howsoever caused, in the absence of the negligence of Legacy XS Ltd or its employees. As the equipment will be in the hirer's possession and control whilst in use rather than Legacy XS Ltd, any liability for injuries or other losses caused other than in the circumstances described above rests with the hirer. Accordingly, it is strongly recommended that the hirer has adequate public liability insurance covering his or her liability arising from the use of the inflatable.

I DECLARE that I have read and understand these terms and conditions of hire and any relevant operating and safety instructions supplied with the equipment, and I sign the contract fully aware of the implications and responsibilities placed upon me by doing so.

FOR HIRER

Signed _____ Name _____

Date _____

FOR LEGACY XS LTD

Signed _____ Name _____

Date _____

Notes regarding insurance

Legacy XS Ltd as a company carry Public Liability insurance to the value of £5 million pounds to cover our equipment and staff; therefore giving us the Government required level of cover to operate on school premises and at public fetes & fairs etc.

Public Liability insurance covers us for inflatable malfunction & incorrect installation by our staff and also applies to any associated hiring equipment. We provide extensive guidelines in our terms of hire covering aspects such as safety etc, which as mentioned previously, in other areas of this site, we will require you to read and sign upon delivery & installation of your inflatable/s and any other equipment that you hire from us. We cannot be held responsible for misuse of equipment once we have left your premises. For this reason a supervising adult (age 17 or over) must be present at all times when children are on or in the vicinity of our Equipment & their associated electrical equipment etc.