

Dear Hall User.

EAST COWTON VILLAGE HALL HIRE and BOUNCY CASTLES

Summary: It is the responsibility of the **hirer** to make sure public liability insurance is in place, especially if they are supervising the use of the castle, and not the supplier. **The Village Hall does not provide any insurance** for the use of bouncy castles and cannot accept any responsibility in the event of any accident.

Many village halls do not allow bouncy castles. What happens if a child has a fall and hits their head, possibly with long term injuries? Who is responsible for supervision, and whose insurance covers the accident? Public liability insurance is what is needed, provided by, either:

- the Village Hall Association (**The Hall**), or
- the **supplier** of the bouncy castle, or
- the **hirer** (i.e. the person who hires the hall and hires the bouncy castle).

The Village Hall insurance doesn't cover use of bouncy castles, mainly because there will be no-one from The Hall present to supervise. **The Hall** is only responsible for advising **hirers that they** must put appropriate arrangements in place.

Any responsible **supplier** of a bouncy castle must have insurance, but often their public liability insurance will only cover their own liabilities and so will only apply if they themselves are present to supervise the use of the castle.

The **hirer** must make sure that the **supplier** has insurance and find out what cover is provided if the castle is not being supervised by the **supplier**.

If the insurance cover for the hirer applies only when the castle is supervised by the **supplier**, then the **hirer (you)** is responsible for insurance and for proper supervision.

Proper supervision means supervision by an adult over 18. Letting teenagers supervise toddlers will not be allowed by any insurance.

Insurance for a one off event can be purchased.

Because it's complicated, many halls find it easier not to allow bouncy castles.

However, as East Cowton Village Hall has space for most bouncy castles, and because many hirers appreciate being able to have bouncy castles for their parties, the Association has decided to allow bouncy castles under the following conditions:

When booking, the **hirer** must declare that they intend to have a bouncy castle. This declaration will imply a commitment to make sure that:

- The bouncy castle will be supervised at all times by an adult (**over 18**).
- Public liability insurance will be provided either by the **supplier** or the **hirer**.



Before the actual booking, the **hirer** must confirm that insurance is in place, and must be prepared to provide evidence for this.

The Hall reserves the right to prohibit the use of the castle, or even to cancel the booking if appropriate evidence is not provided on request.

Please understand that these arrangements are being introduced so that **The Hall Association** and the **hirers** can be sure that proper insurance is in place enabling **hirers** to run a happy event, knowing that they are properly insured.

Supervision and Safety Instructions

Hirers are required to follow these instructions.

1. The castle must be adequately secured.
2. Soft matting covering hard surfaces must be placed adjacent to the front or open sides.
3. There should be responsible adult supervision (**over 18**), paying close attention to the children at play at all times during its use.
4. The number of children using the bouncy castle must be limited to the number recommended in the Hire Company's safety instructions. There must be no overcrowding.
5. A rota system for different age or size groups should be operated together with the observance of any age limit of users (it is suggested that children over 10 years of age should not use the equipment).
6. All children must be made to remove footwear, hard or sharp objects such as jewellery, buckles, pens and other similar pocket contents.
7. Eating while bouncing or performing acrobatics must not be allowed.

Additionally, the **hirer** should ensure that the Hire Company (the **supplier**):

1. Fully complies with the Health and Safety Executive Guidance Note PM76 – “The Safe Operation of Inflatable Bouncing Devices” (this important guide deals with all aspects of safety);
2. Employs suitably experienced and trained adult personnel, where the Company are responsible for setting up, operation and supervision of the bouncy castle;
3. Provides written evidence of a current Public Liability Insurance Policy with a Limit of Indemnity of at least £5 million. This insurance is to cover the liability of the Hire Company.
Note that this is unlikely to extend to cover The Hirer (You) of the equipment.
4. Provides from the supplier written instructions about the safe setting up, operation and supervision of the equipment, and that the name and address of the manufacturer or supplier is clearly marked upon it.

East Cowton Village Hall will, therefore, **only allow** the use of a bouncy castle (or similar inflatable equipment) within the Village Hall if **you (The HIRER of the Village Hall)**:

1. Provide evidence that **you** have obtained appropriate Public Liability Insurance for your use of a bouncy castle within the Village Hall (I. e. **You, THE HIRER** provides the Bookings Secretary with a



copy of **Your Own Public Liability Insurance** for your use of a bouncy castle within East Cowton Village Hall at your party/event); and

2. Confirm (by providing a signed copy) that **you have read and you agree** with our **'Terms and Conditions for Use of a Bouncy Castle'**, which are attached to this document.

Single event insurance can be obtained online

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TERMS AND CONDITIONS OF THE USE OF BOUNCEY CASTLES AT EAST COWTON VILLAGE HALL

1. **GENERAL:** These *"Terms and conditions for the use of Bouncy Castles"* should be read in conjunction with the *"East Cowton Village Hall Terms And conditions of Hire"* provided.
2. **ACCEPTANCE OF TERMS AND CONDITIONS.** The Village Hall Association accepts no liability for Injury or loss, however caused, by a bouncy castle or similar equipment brought in The Hall premises. The use of a bouncy castle within The Hall is subject to the following terms and conditions. The hirer of The Hall must agree to abide by these *"Terms and conditions for the use of Bouncy Castles"* and sign and return the hire agreement before a bouncy castle may be used within The Village Hall premises.
3. **NUMBER OF BOUNCY CASTLES:** Only one bouncy castle may be used with in The Hall at any one time. **The Hirer** of the hall is responsible for checking the dimensions of the bouncy castle or inflatable to ensure that it may be safely accommodated within The Hall premises and that **its use Will Not block any Fire Exits**.
4. **BOOKINGS AND PROVISION OF PUBLIC LIABILITY INSURANCE.**
 - i) The Hirer (You) must confirm at the time of initial booking that they intend to use a bouncy castle at their event by submitting a signed copy of *"Terms and conditions for the use of Bouncy Castles"* to the booking secretary.
 - ii) The Hirer (You) must provide to the booking secretary, a copy of their bouncy castle suppliers Public Liability Insurance (£5,000,000.00 minimum indemnity) for their bouncy castle equipment its installation and removal from The Village Hall.
 - iii) The Hirer (You) must provide to the booking secretary a copy of their personal Public Liability Insurance (£5,000,000.0)minimum indemnity) for their Village Hall event i.e. appropriate Public Liability Insurance to cover The Hirer (You) and all users of the bouncy castle equipment whilst installed within The Village Hall premises.
 - iv) The East Cowton New Village Hall Association will refuse the use of any bouncy castle equipment with in The Hall premise unless The Hirer (You) submits a copy of the



suppliers Public Liability Insurance and a copy of The Hirers (Your) Public Liability Insurance for The Hirers (Your) event, at least two weeks before the date of the event.

5. **BOUNCY CASTLE USE.** The Hirer (You) as the “responsible Adult “for the event must ensure that proper adult supervision of the bouncy castle users at all times when in use within The Hall premise.
6. **ACCEPTANCE.** “*Terms and conditions for the use of Bouncy Castles*” will have been made Available to The Hirer (You) along with the booking form and the “*General Terms and Conditions of Hire*” of The Hall. By proceeding with the booking The Hirer (You) is deemed to have accepted the “*Terms and conditions for the use of Bouncy Castles*” within East Cowton Village Hall.

I confirm that I have read the EAST COWTON VILLAGE HALL’s “*Terms and conditions for the use of Bouncy Castles*” and I agree to abide by them.

Hirers Name (please print)

Hirers Signature

Date