



1.0 Terms and Conditions of Use

1.1 Definitions

Definitions:

“We”, “Us”, “Our”	M.Weatherley & S.Weatherley trading as ‘The Pop Up Games Company’
“You”, “Your”, “The Hirer”	The person named as The Hirer on this Hire Agreement.
“The Equipment”	The Items listed in the Equipment Hired section of the Hire Agreement/Invoice.
“Available For Collection”	Accessible by Us at the Collection Location as stated on the Hire Agreement/Invoice..

1.2 Accepting our Terms and Conditions of Use

All hires are accepted on the basis that these Terms and Conditions of Use (TaCoU) have been read, understood and agreed. Payment of either a deposit or balance to us will indicate to us you have read, understood and agreed the TaCoU. A copy of our TaCoU are available on our website: www.thepopupgamescompany.co.uk/about or by post or email on request.

1.3 Payment Terms

(a) When you sign the Hire Agreement/Invoice or make a deposit or pay a balance to us you are entering into a legal agreement with us.

(b) To secure your booking, a non-refundable deposit is required. Until the deposit has been paid, we reserve the right to offer and hire products to other customers.

(c) Non-refundable deposit. Once you have paid the non-refundable deposit, we use it to pay for services and equipment that are required in advance for your event/hire. This includes but is not limited to; Insurance for your event/hire, purchase of new equipment for your event/hire and maintenance of existing equipment for your event/hire. This is why the deposit is non-refundable.

If, within 7 days of paying the deposit you decided not to go ahead with your hire we will refund the deposit within 14 working days provided the date of you hire is not less than 7 days after you paid the deposit.

This is know as the ‘cooling off’ period.

(d) You are agreeing to pay the full amount of the Balance Due as stated on the Hire Agreement upon delivery of The Equipment or, if paying by cheque or BACS, five working days before unless stated otherwise in ‘Special arrangements/conditions’ on the Hire Agreement/Invoice form. If you wish to change the date of your hire or no longer wish to proceed please contact us as soon as possible.

(e) If, in the unlikely event we are not able to supply the equipment requested due to circumstances within our control, you will be offered alternative equipment or a full refund including the non-refundable deposit which will be paid within 14 working days of when we notify you we are not able to supply the equipment.

1.4 Delivery

To avoid additional delivery charges, you must make us aware of the following before we quote you a price:

(a) We can park the vehicle within 50 meters of where the equipment is to be set up.



(b) The equipment is to be set up on the same level our vehicle is parked on or we have to go up or down no more than five steps in total.

(c) There are no parking restrictions or charges for parking.

(d) There is atleast a one metre width access along the route from the vehicle to equipment drop off point.

If you have not informed up of the above prior to us giving you a quotation you may be liable for additional charges payable on the day and in certain scenarios, prevent us from being able to deliver the equipment.

1.5 Collection

We will always be courteous to users of the equipment and allow them to finish their current game even if that is past the agreed collection time however beyond that we will charge an addition rate of £50 per hour/per part hour if the equipment is not available for collection and the agreed end hire time.

If the equipment is not available for collection on the agreed hire end date; the hirer will be charged the daily rate for each day we are not able to collect. The daily rate is the price you paid for your hire.

1.6 Damage

(a) All of The Equipment will be Available for Collection in the Condition as stated on the Hire Agreement by the End of the Period Of Hire. We recommend that you or your representative inspects the equipment before The Pop Up Games Company delivery team leaves your venue and if you have any concerns over the condition to make them aware. The Delivery team will then note your concerns and ensure the Hire Agreement/Invoice form is annotated appropriately.

(b) If loss or damage occurs to any of The Equipment between delivery and collection by Us You agree to pay the full cost of replacement or repair of any lost or damaged items within 14 days of the End of the Period of Hire. We accept fair wear and tear however missing items, or excessively damaged equipment will be charged for. The list below provides guidance to some of the repair or replacement costs:

Missing golf club	-	£15 per club
Excessively damaged golf hole	-	£100 per damaged part
Excessively damaged or missing obstacle	-	£50
Excessively damaged or missing games/game parts	-	Upto £75

1.7 Injury

(a) We have £5M worth of public liability insurance however we cannot be held liable for any injuries or damage whilst the equipment is on hire to you where you are responsible for supervision of the use of the equipment. Our insurance covers Us against set up faults or faulty equipment.



(b) You are liable for any injuries or accidents resulting from misuse of equipment. The correct use of equipment is outlined in the next section

1.8 Correct use of equipment.

(a) General

You must always play in a safe manner which is extremely unlikely to injury either yourself, your playing partners, other customers or members of staff.

For clarity, a safe manner will include:

Not striking the ball too hard so that it leaves the playing surface.

Raising the club head above knee height.

Not running or jumping on the course nor balancing on the edge of playing surfaces or obstacles.

Use of the mini golf course or equipment for purposes other than which is was intended for will result in damage or injury and be subject to paragraphs 1.6 and 1.7.

1.9 Products

(a) We agree to supply all equipment to you in a safe and working condition. If at any point you believe the equipment has become unsafe STOP USING IT IMMEDIATELY.

(b) Equipment images on our website are representative only. Unfortunately, damage does happen, and repair may not be able to be effected prior to the next customers hire. We promise to supply a similar product; for example:

A 'giant Jenga' tower painted green maybe replaced with a 'giant Jenga' tower in a natural wood colour.

If you specifically want or need the product on the website provided exactly as per the image on the website, please email info@thepopupgamescompany.co.uk stating so.

2.0 Our Promise

(a) We promise to reply to enquiries within a timely manner.

(b) We promise only to email you when necessary (normally in response to your email); the only exception to this is if we are discounting other products in our range which we consider may be appropriate for your event or to ask you for feedback (which we will do only once).

(c) We promise not to give your email address (or any other data we hold on you) to third parties.

(e) We will hold the personal data you provide on the hire agreement and your email address for 13 months after which time we will delete it.

(f) We promise to be honest, courteous, polite and discreet when interacting with yourselves, your guests or venue staff.

If you have any questions about our Terms & Conditions, please contact us at: info@thepopupgamescompany.co.uk