# **TERMS & CONDITIONS**

# **JJ's HOT TUB HIRE**

## **TERMS AND CONDITIONS**

PRIOR TO DELIVERY OF THE HOT TUB, YOU WILL BE SENT A COPY OF THESE TERMS AND CONDITIONS AND ASKED TO SIGN A COPY OF THE DISCLAIMER ON DELIVERY AND SETUP DAY.

# 1. **DEPOSIT**

- a) A Deposit of £80 is required to secure your booking. The payment of hire is due on the day of delivery either through online banking, or cash to your designated delivery driver.
- b) Deposits are refundable if you cancel your booking 2 days before your first hire day.
- c) Deposits will only be refunded if there is no damage to the Hot Tub or any other of JJ's Hot Tub Hire equipment at the end of your hire on collection day, or during your hire. If there is any kind of damage, then JJ's Hot Tub Hire are required to keep the full deposit amount, however if the repair costs of damage exceed the deposit amount the hirer will have to pay any remaining costs to cover the damage. If the hirer refuses to pay, legal action will be taken.

#### 2. HIRE PERIODS

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a) On placement of your order, an agreement between JJ's Hot Tub Hire and customer regarding delivery and collection will be made. The Hot Tub must be made available to be delivered and collected at the agreed time to avoid encroaching on other bookings. Failure to comply to agreed terms could result in loss of the deposit and rental. We try to give an accurate time for delivery where possible but factors including traffic and delays at previous customer deliveries can delay this time, we will inform you of any delays and try to arrange an alternative time for delivery with you where possible, deliveries are conducted between 10:00 & 16:00 the day before your first hire day, this allows time for the water to heat before your first day of use. We will not be held responsible for delayed filling and heating of the Hot Tub.

b) If you are unable to start the process of heating the water, we will not be held responsible for the hot tub not being ready to use on your first day of hire. Usual time for heating is 12 hours if the water starting temperature is around 15 °c (Summer Time) – 20 hours if the water starting temperature is around 9 °c, external temperatures also effect the heating process especially in the winter if the temperature ranges from below -0°c to 6°c in our experience it has not taken longer than 30 hours to heat a Hot Tub and the average amount of time is 12-24 hours.

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## 3. YOUR RESPONSIBILITY WHEN HIRING THE HOT TUB

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- a) We ask for your assistance when delivering and collecting at your location. You must supply us with clear instructions and take all reasonable steps to ensure the safety of our staff. The Hot Tub must be in a safe location, JJ's Hot Tub Hire staff will assess on arrival as it could result in termination of the booking if deemed a risk of being damaged or stolen.
- b) There must be an electricity supply within 7 metres (no extension cables permitted) of where the Hot Tub will be situated. We require the area to be a flat level base to sit the Hot Tub on, this can be slabs, concrete or grass but it must be level and free from anything that can damage the Tub. Also, the Hot Tub needs to be in the vicinity of a drain so at the end of the rental the water can be easily drained away.
- c) The customer will inspect the equipment with one of our staff members before renting, for any existing damage before going ahead with the booking for peace of mind for the customer and us.
- d) You the customer then becomes responsible for the Hot Tub. These rules are in place to avoid damage to the equipment and injury to people using the Hot Tub.
  - Please do not smoke or use Barbeques in or around the Hot Tub.
  - Please act irresponsibly in and around the Hot Tub to avoid any serious incidents occurring.
  - Climbing, jumping or sitting on the walls of the Hot Tub can result in damage to the inflatable walls – if any suspicion this has occurred then it will result in loss of deposit.
  - Please do not overcrowd the Hot Tub and limit the number according to the age/size of the people using the equipment.
  - No pets in or around the Hot Tub If any evidence this has occurred will
    result in loss of deposit to pay towards a deep clean of the Hot Tub and
    filtration system.

- People wearing face paint or fake tan cannot access the Hot Tub as this can result in water contamination and damage to the filter.
- A chlorine dispenser may be provided and must be placed in the water preferably at night when not in use.
- It is your responsibility that the quality of the water remains clean and fit for use at all times. JJ's Hot Tub Hire cannot be held responsible if any person suffers any type of reaction to bathing in the Hot Tub.
- The Hot Tub MUST NOT be moved and must remain in the same area it
  was assembled as moving can cause damage to the Hot Tub If JJ's Hot
  Tub Hire staff suspect the Hot Tub has been moved then it will result in loss
  of deposit.
- Please do not attempt to dismantle the Hot Tub only trained JJ's Hot Tub Hire staff are to carry out this process.
- Do not add any chemicals/Bubbles/Foam/Shampoo to the Hot Tub as this
  can damage the filtration system. If any suspicion of this has occurred, it will
  result in the forfeit of the deposit.
- Please dress appropriately to enter the Hot Tub and remove all jewellery and sharp objects as this could cause harm to others and damage to the Spa.

# 4. **CANCELLATIONS**

If for any reason you must cancel the Hot Tub please inform us straight away. Unfortunately, this will result in the loss of your £50 deposit fee if this is within 2 days prior to your booking but speak with us as we may be able to arrange another date for you which your deposit will cover.

- a) Acts of God, adverse weather conditions can put a halt to any good party and if this is the case then let us know 48 hours before your booking and we can arrange your hire for another date.
- b) If you cancel once we have delivered the equipment you may be liable for the full fee depending on the circumstances, always speak with a member of staff to discuss options with us.

## 5. **REFUNDS**

- a) If you feel the equipment is faulty and request a refund, products will be tested at our base before a refund is agreed.
- b) There is NO refund where the customer has failed to correctly use the equipment, kept the hot tub & filter clean and failed to tell us immediately when an issue arises.

- c) All pump faults and error codes must be reported to us by telephone immediately, our number is 07792401608 / 07790895615, a partial refund or a full refund will not be given if you do not report faults to us when they happen, the most common error code is Error E02 which simply means to clean the filter as instructed on delivery.
- d) Refunds will also not be actioned if we are informed that the Hot Tub was not used but the filter and water are clearly dirty and have been used.
- e) Dirty water causing pump errors are your responsibility, we provide a fully cleaned and sterilised Hot Tub. What is put into the Hot Tub is your responsibility, if our instructions provided on delivery are followed, we will have sparkling clear water when we pick up.

# 6. **ACCIDENTS AND INJURIES**

- a) The customer acknowledges that the use of the hot tub is at their own risk. JJ's Hot Tub Hire will not be held liable for accidents, injuries, or deaths.
- b) JJ's Hot Tub Hire will not be liable for accidents, injuries, or deaths caused by misuse of our equipment this includes falling over on wet surfaces or falling in and out of the Hot Tub, use of drink, drugs etc.
- c) Pregnant ladies must not use the Hot Tub without seeking advice from your doctor first. Anyone with health concerns or on medication must consult their doctor before using the Hot Tub.
- d) Children under the age of 6 months are strictly prohibited from using the Hot Tub If any children enter the Hot Tub it's at the responsibility of the Parent or carer and against the recommendation of JJ's Hot Tub Hire. All children should be supervised by an adult and the water temperature should be monitored by an adult for younger children.

#### 7. SAFETY INSTRUCTIONS

a) You must make sure that everyone using the Hot Tub is properly instructed on how to use the equipment safely and correctly and they have all read the instructions and advice given.

b) Make sure to test the water first before entering to make sure it's not too hot – if the water is 37oC or above you should not spend more than 15 minutes at a time in the Hot Tub.

You the customer must make sure the Hot Tub isn't misused, please adhere to the following;

- Please do not enter the Hot Tub fully dressed or with shoes on please dress appropriately.
- Only use Plastic glasses in the Hot Tub no sharp objects to be anywhere near the equipment.
- Do not dive or jump into the Hot Tub.
- Do not sit and the walls or pump/heater as this can cause damage to the Hot Tub.
- You must be responsible for people that use the Hot Tub. You must make sure they are not under the influence of drugs, alcohol and they are fit and able enough to be in the Spa under your supervision.
- You must make sure the Hot Tub isn't overcrowded no more than the maximum number recommended for the size of hot tub at one time.
- You must ensure that when in use the inflatable cover is stored in a safe place to avoid punctures – When not in use you must place the cover back on to retain the heat.
- Always leave the Hot Tub plugged in and switched on when not in use for the filtration and heating system to work.
- You must make sure people shower before using the Hot tub to avoid contaminating the water. A towel or preferably a foot bath is also advised to be on the floor for people entering the Hot Tub so dirt isn't transferred into the water.

#### 8. CHEMICALS

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- a) Your health and wellbeing is of the utmost importance to us. Our Hot Tubs are thoroughly cleaned before your rental period using antibacterial cleaning agents.
- b) To ensure the water in the Hot Tub is always clean and ready for use during your rental period you must ensure everyone showers to remove any traces of dirt, gel, styling wax, creams, moisturisers etc. The only way the water can get dirty is if you put it there.
- c) Do not add additional chemicals to the water. Bubble bath, foam, washing up liquid etc are strictly forbidden as this can damage the Hot Tub.

- d) Do not use the Hot Tub if the water is not clean, smelling fresh and up to standards advised.
- e) Anyone using fake tan or has face/body paint must not enter the Hot Tub.
- f) If on inspection the Hot Tub is left unsatisfactory and there is evidence these guidelines haven't been followed then additional cleaning or replacement equipment costs and the loss of deposit will be required.

# 9. DAMAGES TO YOUR PROPERTY

- a) JJ's Hot Tub Hire will not be held responsible for any damage to your property through hiring any of our tubs. This Includes
  - Any water damage or weight damage to structure, fixture, fittings, gardens, or grass area as a result of the Hot Tub location.
  - Any damage to the interior of your house if you decide to have it placed within your home which wouldn't be advised.

b) It is your responsibility to make sure the area you have asked the Hot Tub to be placed will not cause any damage.

## 10. **LIMITS AND LIABILITY**

- a) If the Hot Tub breaks down or stops working, please inform us and we will try to determine the problem as soon as possible. We will not be held responsible for any damaged caused to your property or persons.
- b) All the times and dates we quote for delivery/collection are approximate, we will not be liable for any delays by circumstances beyond our reasonable control.

# 11. LOST, STOLEN, DAMAGED OR UNCLEAN HIRED HOT TUB

- a) You the customer is responsible for looking after the equipment for the duration of the rental agreement and returning it to us in the same condition you received it in.
- b) If in the event the Hot Tub equipment is lost, stolen or damaged beyond any economical repair, you must pay JJ's Hot Tub Hire the cost to replace the equipment. If for any reason you are not willing to pay towards the equipment, then Police and legal advice will be pursued.

# 12. OUR RIGHT OF ACCESS

On reading these Terms and conditions you agree to JJ's Hot Tub Hire staff entering any land or premises to remove JJ's Hot Tub Hire equipment.

## 13. HIRER RESPONSIBILITIES

- a) To listen to all instructions during set up. Our tubs are simple to use, failure to follow the instructions may result in a less enjoyable hire for which we are not responsible. If you need help during your hire, please contact us immediately on 07792401608 / 07790895615.
- b) Once the hot tub is left in your care. The main customer is responsible for its condition, cleanliness, and usage.
- c) The hirer is responsible for the safety and wellbeing of all users.
- d) Where the customer has not adequately insured the hot tub, any accidental damage/theft of the equipment shall be replaced within 48 hours please contact us for the replacement rate.

# WATER ATTRACTS CHILDREN - CHILDREN MUST BE SUPERVISED AT ALL TIMES

# 14. OTHER TERMS

- a) If any terms in this contract cannot be enforced or agreed to, then the hire of JJ's Hot Tub Hire equipment will not be supplied.
- b) By hiring our Hot Tub's, you the customer agree to release JJ's Hot Tub Hire and any of its employees from any and all liabilities incurred during the hire or use of the Hot Tub equipment.
- c) On hiring the Hot Tub, you agree to accept our terms and conditions and acknowledge that the use of the Hot Tub is at you, the customers, own risk.