



TERMS AND CONDITIONS FOR NEE NAW PARTIES

BACKGROUND:

These Terms and Conditions are the standard terms which apply:

to provision of any Services at an Event (as both expressions are defined in Clause 1 below) by **NEE NAW PARTIES LTD** a company registered in England under number 12811862 whose registered office is at Suite 107, Thames Enterprise Centre Princess Margaret Road, East Tilbury, Tilbury, England, RM18 8RH ("Us").

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Booking"	means a booking (made as set out in these Terms and Conditions) for Services for an Event;
"Booking Form"	means the booking form provided by Us to You and completed by You containing details of the Services and the Event;
"Business"	means any business, trade, craft, or profession carried on by You or any other person/organisation;
"Business Day"	means Monday to Friday inclusive excluding bank and public holidays in England;
"Deposit"	means the deposit amount stated in the Booking Form, being on account of the Fees;
"Event"	means any party or other event arranged by You and taking place at Your Premises of which the Services We provide for You form part;
"Fees"	means the total amount payable for the Services;
"Services"	means the toys, ride-on toys, role-play equipment, soft floor and any other item provided by Nee Naw Parties as part of the Event.
"We/Us/Our"	means the company Nee Naw Parties Ltd
"You/Your"	means the individual adult person to whom We agree to provide any Services for all or part of an Event for the benefit of any child/ren; and

“Your Premises” means the premises which the Booking Form states will be the venue for the Event (at which We are to provide the Services) being premises which are either Your home or garden at Your home, or some other premises which You arrange to make available for the Event and will be entirely responsible for hiring.

- 1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
 - 1.2.1 “these Terms and Conditions” is a reference to these Terms and Conditions; and
 - 1.2.2 a Clause or Sub-Clause is a reference to a Clause of these Terms and Conditions;
- 1.3 The headings used in these Terms and Conditions are for convenience only and shall not affect the interpretation of these Terms and Conditions;
- 1.4 Words signifying the singular number shall include the plural and vice versa;
- 1.5 References to any gender shall include the other gender; and
- 1.6 References to “writing”, and any similar expression, includes letter and electronic communications whether sent by e-mail, fax, text message, or other means.

2. Booking Procedure

- 2.1 You must be 18 or over to book Our Services as any Booking made constitutes a legally binding contract between Us and You made on the date of the Booking.
- 2.2 We will not reserve or guarantee any time/dateslot to provide Services, nor will We provide any Services unless and until You make a Booking and pay for it as follows.
- 2.3 You may make a booking enquiry by email, phone, writing, Our website or by electronic communication (including social media and messaging platforms) outlining the Services required and the date, time and place of Your Event. When We receive Your enquiry, We will respond to let you know provisionally whether We are able to provide the Services that You require on the date, time, and at the place required.
- 2.4 If You would then like to proceed to make a Booking and have communicated this to Us by any method listed in sub-clause 2.3 above, we shall send You Our Booking Form and a copy of these Terms and Conditions.
- 2.5 You must then within 7 days fully complete and return the Booking Form to Us and pay the Deposit.
- 2.6 You are responsible for making sure that the information on the Booking Form is accurate and complete. If You provide Us with inaccurate or incomplete information, We will not be liable for any delay, non-performance or incorrect performance caused by Your failure to provide us with accurate and complete information.
- 2.7 If You communicate any matter or detail to Us other than in the Booking Form, it will not have any effect or form part of the Booking or the contract between Us and You, however You communicate that matter or detail, unless We specifically agree in writing that it will apply to the Booking.
- 2.8 By completing and returning/submitting the Booking Form to Us, You confirm that you accept, and agree to be bound by, these Terms and Conditions.

- 2.9 Your return/submission of a Booking Form to Us, and Your payment of the Deposit and/or Fees will be an offer to make a Booking for the particular Services and Event set out in the Booking Form, but whether We accept or decline that offer will be for Us to decide in Our absolute discretion.
- 2.10 We may in Our discretion accept Your offer even if You have returned the completed Booking Form and paid the Deposit after expiry of the 7 days period referred to in sub-clause 2.5.
- 2.11 We will respond to Your offer within 2 Business Days after receiving Your Booking Form and Deposit by either accepting Your offer (i.e. confirming that We have made the Booking) or by declining it. If We decline it, We will at the same time refund Your Deposit to You in full.
- 2.12 Only when You submit to Us Your Booking Form and pay the Deposit and We have responded by sending You written notice of confirmation of the Booking requested in the Booking Form will there be a Booking and only then will there be a binding contract between You and Us.

3. Changes to Booking Details

- 3.1 You may request changes to your Booking at any time before the Event. We will use reasonable endeavours to accommodate any requested change, but we shall be under no obligation to do so. If We do make a change requested by You, We shall be entitled to amend the Fees as a result of the change, if Your requested change necessitates it. We will notify You of any such amendment to Fees within 3 Business Days of receiving the request to make the change, then:
 - 3.2 If You accept the amended Fees, You may confirm the change and the amended Fees to Us in writing; or
 - 3.3 If you are not willing to accept the amended Fees, You may confirm to Us in writing either that:
 - 3.3.1 You wish to receive the Services at the original Fees agreed and without the requested change; or
 - 3.3.2 You may cancel Your Booking on and subject to the cancellation provisions in these Terms and Conditions;
- 3.4 If You do not let us have any of the above confirmations within 3 Business Days after We notify You of the amendment to Fees, the Booking shall remain unchanged and We will provide the Services at the original Fees agreed and without the requested change.

4. Fees and Payment

- 4.1 After You have paid Us the Deposit, You must pay Us the balance of the Fees in full and cleared funds by no later than 14 calendar days before the Event. If the Booking is made less than 14 calendar days before the Event, You must instead pay us the balance of the Fees with the Deposit when You return or submit your completed Booking Form to Us.
- 4.2 You may pay Us the Fees for the Services using any of the following methods:
 - 4.2.1 Credit/ Debit card by phone or in person.
 - 4.2.2 Bank transfer into our bank account.
- 4.3 If You state anything in the Booking Form which We were not aware of when We previously quoted the amount of Fees payable and We decide that it necessitates altering that Fee quote, We will advise You of the revised Fee amount and ask You whether You still wish to proceed. Unless You confirm that You do wish to proceed and You pay the revised Fee amount, We will not

accept the Booking.

- 4.4 The calculation of the Fees will be based on time which will be spent at Your Premises, including parking, unloading, setting up/packing up (one hour each minimum), the period of time for which the Services are provided (two hours), and travelling time to and from Your Premises. We will require a minimum of four hours at Your Premises to perform our Services(including set-up and pack up).

5. Cancellation of Services

- 5.1 If you wish to cancel Your Booking at any time, you must notify us immediately.
- 5.2 Cancellation of Your Booking will result in forfeiture of your Deposit, but any further monies paid over and above the Deposit will be fully refunded.
- 5.3 Please note that our contract for Services falls within the exemption set out in Section 28(1)(h) – leisure activities with a specific date of performance - of Part 3 of the Consumer Contracts (Information, Cancellation, and Additional Charges) Regulations 2013, and therefore these Regulations regarding your rights to cancel do not apply.
- 5.4 If for any reason We need to cancel a Booking, We will inform you as soon as is reasonably possible. If the need for cancellation occurs, You may cancel the contract between Us for the Services we are no longer able to provide and request a full refund of the Fees you have paid to Us.
- 5.5 We may cancel the Services at any time before the time and date booked for the Services in the following circumstances:
- 5.5.1 You have not paid all of the Fees due and payable by that time. In that case, You will remain liable to Us as if, and to the same extent as You would be liable, if You had cancelled the Services under sub-Clause 5.2 at the time We cancel under this sub-Clause 5.5.1; or
- 5.6 We may immediately terminate provision of the Services if:
- 5.6.1 any act or omission or conduct of any person(s) at the Event (whether that person is You or any other adult or minor) in Our reasonable opinion renders it unreasonable for the Services to continue or it amounts to Your breach of these Terms and Conditions; or
- 5.6.2 the venue is outdoors, and weather conditions make it unsafe, impracticable or unsuitable to provide the Services outdoors and You do not have a back up plan to use an indoor area at Your Premises.

You will not be entitled to any refund of all or part of the Fees for Services not completed as a result in such a case.

6. Our Obligations relating to the Services.

- 6.1 The following will apply to each Booking in addition to all details set out in these Terms and Conditions.
- 6.2 We will provide the Services:
- 6.2.1 with reasonable skill and care;
- 6.2.2 in accordance with industry standard practice;
- 6.2.3 in compliance with all applicable statutory and regulatory requirements in force at the time of carrying out the Services.
- 6.3 We will ensure that:

- 6.3.1 each of Our representatives has a satisfactory up-to-date DBS check;
 - 6.3.2 we hold public liability insurance cover for the provision of the Services.
- 6.4 We will not be responsible to control, discipline, the behaviour of any children attending the Event.
- 6.5 If at any time You ask Us to begin any Services later than the time agreed for them as set out in the Booking Form (whether or not due to the Event beginning later than the time stated in the Booking Form), and consequently We have to begin the Services later than that agreed time, then, if We arrive for the Event and are ready to provide the Services at or before the agreed time, We will not be obliged to extend the Services beyond the time agreed for finishing the Services set out in the Booking Form.
- 6.6 We will take account when providing the Services of any special needs of children due to attend the Event (provided that you have made us aware of these needs prior to the Event) and will seek where reasonably possible to adapt the Services to meet the interests of such children.
- 6.7 We will take account when providing the Services of the number of children You estimate in the Booking Form will attend the Event. We will use all reasonable endeavours to adapt the Services if the number attending is fewer or greater than that estimate. If, despite using all reasonable endeavours, the Services prove to be unsatisfactory due to the actual number differing from Your estimated number, We will not be responsible for the Services being unsatisfactory for that reason and to that extent.
- 6.8 We will be responsible to remove all equipment which We bring to Your Premises but not for cleaning up after the provision of the Services or for making sure that rubbish is disposed of or that Your Premises are left clean and tidy after the Services have been provided.

7. Your Obligations

You must ensure that:

- 7.1 Your Premises are available for Us to provide the Services on the date of the Event as set out in the Booking Form, in good time before the scheduled start time for the Services so that We can set up Our equipment and pack away following the Event;
- 7.2 where the venue at Your Premises for the Services is outdoors, You have a back up plan to use an indoor area at Your Premises when weather conditions make it impracticable or unsuitable to begin or continue the Services outdoors;
- 7.3 Your Premises are safe and suitable for Us to provide the Services;
- 7.4 You meet all costs associated with the hiring of Your Premises;
- 7.5 We are made aware of any applicable rules/regulations/information relevant to Your Premises that may affect the Services, in advance of the Event date;
- 7.6 You are present throughout the time when We provide the Services;
- 7.7 Persons attending the event are in good health and not showing signs of illness;
- 7.8 You co-operate with us in all matters, and ensure You and the child/ren follow all safety guidelines/instructions provided by Us at all times;
- 7.9 if you intend to take photos and videos during the event that you have permission of the parent/guardian;
- 7.10 food and drink is not consumed near or whilst using our equipment;

- 7.11 the following are available for Us at Your Premises on the date and during the hours of the Event:
- 7.9.1 sufficient space at Your Premises to deliver the Services, as near to 10m x 14m or larger;
 - 7.9.2 suitable free of charge parking within reasonable proximity to allow Us to unload and load equipment and park Our vehicle for the duration of the Services; and
- 7.12 the children attending the Event are properly supervised at all times by appropriate adults;
- 7.13 You are responsible for ensuring that the children attending are able to safely attend and engage in the Services;
- 7.14 if any child/ren or You or any other adult(s) at Your Premises negligently cause damage to equipment or other property belonging to Us or the Entertainer, You must reimburse Us for the cost of repairing/replacing the equipment.

8. Events Beyond our Reasonable Control

- 8.1 We will not be liable for any failure or delay in performing Our obligations under the contract resulting from any cause beyond Our reasonable control.
- 8.2 If any event described under sub-Clause 8.1 occurs that does or is likely to adversely affect Our performance of any obligations under the contract, We will try to inform You as soon as is reasonably possible, Our obligations will be suspended and any time limits that We are bound by will be extended accordingly. We will inform You when that event is over and may suggest an alternative date and time when We can make the Services available.

9. Limitation of Liability

- 9.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and Us when Our contract with You is created. We will not be responsible for any loss or damage that is not foreseeable.
- 9.2 We provide and sell all Services to You only for Your personal and private use/purposes (for the benefit for whom the Event is arranged). We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 9.3 Whilst we endeavour to ensure that the form and content of entertainment that We agree to provide will be suitable for and enjoyed by the children at the Event, We will not be responsible or liable if any child(ren) are not content with or do not enjoy the Services.
- 9.4 Nothing in these Terms and Conditions is intended to or will exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors) or for fraud or fraudulent misrepresentation.

10. Changes to Terms and Conditions

We may from time to time change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such change.

11. How We Use Your Personal Information (Data Protection)

- 11.1 To the extent that You provide Us with any personal information, You warrant that that personal information is accurate and complete.

- 11.2 All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and Your rights under the GDPR.
- 11.3 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Notice [available by emailing info@neenawparties.co.uk

12. Complaints and Feedback

We always welcome feedback from You and, whilst We always use all reasonable endeavours to ensure that Your experience as Our client is a positive one, We nevertheless want to hear from You if You have any cause for complaint. If You have any complaint about the Services or any other complaint about Us, please raise the matter with Us by phone, post or email. Our contact details can be found on our website.

13. Miscellaneous

- 13.1 If You make the Booking on behalf of a third party, You are responsible to ensure that the person(s) on whose behalf You make the Booking complies with all of these Terms and Conditions.
- 13.2 It is not intended that the Contracts (Rights of Third Parties) Act 1999 applies to this contract, meaning that any person who is not a party to this contract is unable to enforce any of its provisions.
- 13.3 No failure or delay by Us or You in exercising any rights under these Terms and Conditions means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of these Terms and Conditions means that We or You will waive any subsequent breach of the same or any other provision.
- 13.4 If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

14. Law and Jurisdiction

- 14.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.
- 14.2 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England and Wales.

Data Protection, Privacy Policies and other policies available on request

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