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## TERMS AND CONDITIONS FOR NEE NAW PARTIES PLAY SESSIONS

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### BACKGROUND:

These Terms and Conditions are the standard terms which apply:

to the provision of any **Services** (as defined in Clause 1 below) held 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:

<b>“Booking”</b>	means a booking (made as set out in these Terms and Conditions) for Our Services. Any booking made will constitute a legally binding contract between Us and You.
<b>“Equipment”</b>	the toys, ride-on toys, role-play costumes and accessories, soft floor and any other item provided by Us as part of the Services.
<b>“Fees”</b>	means the total amount payable for the Play Session in accordance with how many children your booking is for.
<b>“Venue”</b>	means where the play session is held.
<b>“Services”</b>	means a Nee Naw Parties’ Play Session held for the general public to attend, for a particular period of time (as detailed when booking), on a specific date and time, and location as selected by You.
<b>“We/Us/Our”</b>	Means the company Nee Naw Parties Ltd.
<b>“You/Your”</b>	means the individual adult person whom books a Play Session for the benefit of any child/ren.

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 Our Services**

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 You may make a Booking via our booking platform by following the booking links on our website and social media platforms only.

2.3 You are responsible for making sure that the information provided upon Booking is accurate and complete. This includes Your selection of your desired Play Session (as defined in Our Services). If You provide Us with inaccurate or incomplete information, We will not be liable for any errors made by Your failure to provide us with accurate and complete information, or your mis-selection of desired Play Session.

2.4 If You communicate any matter or detail to Us other than in the Booking, it will not have any effect or form part of the Booking or the contract between Us and You howsoever You communicate that matter or detail, unless We specifically agree in writing that it will apply to the Booking.

2.5 By placing a Booking, You confirm that you accept, and agree to be bound by, these Terms and Conditions.

2.6 You making a Booking, and Your payment of Our Fees will be an offer to make a Booking for the particular Play Session chosen (date, time and location), but whether We accept or decline that offer will be for Us to decide in Our absolute discretion.

## **3. Fees and Payment**

3.1 Fees for our Services are displayed on our booking platform at the time of Booking.

3.2 Our Fees payable for our Services must be paid in full at the time of Booking for you to be able to attend.

3.3 Booking and payment of our Fees only entitles You to attend the particular play Session/Service booked, for the number of children detailed in your Booking.

#### **4. Cancellation of Services and Right to Refuse Entry/Request to Leave**

- 4.1 Please note that all Bookings are non-refundable (unless cancelled by Us – see clause 4.2 below) should you decide that you no longer wish to attend our Services/Session, regardless of the reason for cancellation. However, if you are able to provide us with 24 hours written notice of your non-attendance, we may, at our absolute discretion, allow you to transfer your Booking to an alternative date.
  - 4.1.1 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.
- 4.2 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 will have the choice to attend an alternative date in place of your original Booking (subject to availability) or 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 for the Services.
- 4.3 We retain the right to refuse entry to or request any person/s leave any Play Session, at Our absolute discretion. Examples of this may be, but are not limited to, intoxication, unsafe behaviour (despite warning), inappropriate behaviour, attendance without payment of Fees.

#### **5. Our Obligations relating to the Services**

- 5.1 The following will apply to each Booking in addition to all details set out in these Terms and Conditions.
- 5.2 We will provide the Services:
  - 5.2.1 with reasonable skill and care;
  - 5.2.2 in accordance with industry standard practice;
  - 5.2.3 in compliance with all applicable statutory and regulatory requirements in force at the time of carrying out the Services.
- 5.3 We will ensure that:
  - 5.3.1 each of Our representatives has a satisfactory up-to-date DBS check;
  - 5.3.2 we hold public liability insurance cover for the provision of the Services.

#### **6. Your Obligations**

You must ensure that:

- 6.1 You are present throughout the time when We provide the Services and must fully supervise the child/ren to which your own Booking relates;
- 6.2 persons attending our Services are in good health and not showing signs of illness;
- 6.3 to co-operate with us in all matters, and ensure You and the child/ren in Your Booking follow all safety guidelines/instructions provided by Us at all times;
- 6.4 You ensure that persons follow any and all rules, notices, guidelines and instructions that may be present/required at the venue in which we provide Our Services;

- 6.5 if you intend to take photos and videos during our Services that you have permission of any relevant parents/guardians;
- 6.6 food and drink is not consumed near or whilst using our equipment;
- 6.7 You look after your personal belongings at all times during the Play Session. We will not accept any responsibility for the loss, damage or theft of such items.

## **7. Damage to Equipment or Venue**

- 7.1 If any child/ren or You or any other adult(s) negligently cause damage to equipment or other property belonging to Us or the venue in which Our Services are held, You must reimburse Us for the cost of repairing/replacing the equipment or property.

## **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 will not be liable to You for any loss of profit, or any indirect or consequential loss or damage.
- 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 Play Session, We will not be responsible or liable if any child(ren) at the Play Session 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).

## **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 on our website or by emailing [info@neenawparties.co.uk](mailto: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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