

**TERMS AND CONDITIONS
PROVIDED BY: <<INSERT NAME>>**

**ENTERTAINMENT SERVICES
[INDIVIDUAL ENTERTAINER]>>**

BACKGROUND:

These Terms and Conditions are to be read in conjunction with the following apply:

A. to provision of any Service (as defined below) by [<<Insert Full Name of Individual>>] as an individual of <<Address>> (<<City>> <<State>> <<Postcode>>) a company registered in <<Country>> with <<Company Registration Number>> which

apply:

expressions are defined in Clause 1 (<<Entertainer Name>> as a self-employed <<Entertainment Company Name>> a <<Company Name>> under number <<Company Registration Number>> at <<Address>>] ("Us"); and

B. where the client is a "Consumer" as defined in the Consumer Rights Act 2015.

Consumer Rights Act 2015.

1. Definitions and Interpretation

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

the context otherwise requires, the following meanings:

"Booking"

as set out in these Terms and Conditions for Services for an Event;

"Booking Form"

the Booking Form [attached to these Terms and Conditions and available][provided] by Us to You] for the Services and the Event, including the Services;

"Business"

any trade, craft, or profession carried on by an individual or organisation;

"Business Day"

any day inclusive excluding bank and public holidays;

"Consumer"

as defined by the Consumer Rights Act 2015. In these Terms and Conditions means an individual who purchases or uses Services from Us for the purposes wholly or mainly for any Business;

"Deposit"

the amount stated in the Booking Form, being the amount payable to Us;

"Entertainer"

the individual who We nominate to provide the Services;

"Event"

any event arranged by You and taking place at the location of which the Services We provide for the Event;

"Fees"

the Fees (calculated on the basis of Our Price List) payable to Us;

"Our Premises"

the location [the above address] OR [<<Insert Location>>];

"Price List"

the list of Fees for Our Services. The list of Fees is available from <<Insert Location>> at Our Premises>>;

“Regulations”

“Services”

“We/Us/Our”

“You/Your”

“Your Premises”

1.2 Unless the context of these Terms and Conditions to:

1.2.1 “these Terms and Conditions; and

1.2.2 a Clause or Clauses of these Terms and Conditions;

1.3 The headings used in these Terms and Conditions shall not affect their interpretation.

1.4 Words signifying the singular shall include the plural and vice versa;

1.5 References to any gender shall include the other gender; and

1.6 References to “written” shall include electronic communication and other means.

2. Booking Procedure

2.1 You must be 18 or over to book any Services.

2.2 We will not reserve a date slot to provide Services nor will we provide any Services if You make a Booking and pay for them as follows.

2.3 You may make a Booking by completing the enquiry form on our website and place of the Event. We will respond to let you know whether We are able to provide the Services that You require, the time, and at the place required, and We will also advise You of the amount payable based on the information You have given Us. We will provide you with a Booking Confirmation [Our website].

2.4 If You would then like to make a Booking, You must within the time specified in the Booking Confirmation [Our website]. We have responded as stated in sub-Clause 2.3 fully and completely.

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contracts (Information, Cancellation and Regulations 2013;

add to the following>> party games, juggling, magic, face painting, balloon modelling, puppetry, face painters, bouncy castles, disco dancing, art and crafts;

[company] whose name is set out in the Booking Confirmation [set out the name of business and contact address is [set out the name of business and contact address is [set out Other Address>>] [and includes all agents)];

adult person to whom We agree to provide all or part of an Event for the benefit of

which the Booking Form states will be the premises (which We are to provide the Services) which will be either Your home or garden at Your premises which You arrange to make

each reference in these Terms and

a reference to these Terms and

reference to a Clause of these Terms and

Conditions are for convenience only and shall not affect the interpretation of these Terms and Conditions;

include the plural and vice versa;

the other gender; and

expression, includes letter and electronic communication, by e-mail, fax, [text message,] or other means.

to book any Services.

date slot to provide Services nor will we provide any Services if You make a Booking and pay for

the] [or] [in writing][or][completing the Services required and the date of the Event. We will respond to let you know whether We are able to provide the Services that You require, the time, and at the place required, and We will also advise You of the amount payable based on the information You have given Us. We will provide you with a Booking Confirmation [Our website]. You may use the Booking Form on

make a Booking, You must within the time specified in the Booking Confirmation [Our website]. We have responded as stated in sub-Clause 2.3 fully and completely.

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We previously pro
return/submit the co

pay us the Deposit when you
to Us.

2.5 You are responsible
is accurate and co
information, We wil
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information.

the information on the Booking Form
Us with inaccurate or incomplete
delay, non-performance or incorrect
de us with accurate and complete

2.6 If You communicate
it will not have any
Us and You, wheth
enquiry form on Ou
writing, unless We s

Us other than in the Booking Form,
the Booking or the contract between
icate that matter or detail [in the
quiry by phone or in person or in
g that it will apply to the Booking.

2.7 By completing and
that you accept, and

Booking Form to Us, You confirm
these Terms and Conditions.

2.8 Your return/submiss
Fees will be an offer
set out in the Book
be for Us to decide

to Us, and Your payment of those
the particular Services and Event
We accept or decline that offer will
n.

2.9 We may in Our dis
completed Booking
e.g. 3>> Business D

er even if You have returned the
osit after expiry of the <<Number,
sub-Clause 2.4.

2.10 We will respond to
Days after receiving
offer (i.e. confirming
decline it, We will a
explain why We hav

number, e.g. 2, 3, 4 or 5>> Business
d Deposit by either accepting Your
the Booking) or by declining it. If We
Your Deposit to You in full and will
fer.

2.11 Only if and when Y
and We have resp
Booking requested
then will there be a

Booking Form and pay the Deposit
written notice of confirmation of the
will there be a "Booking" and only
You and Us.

3. Changes to Booking Deta

You may request changes
reasonable endeavours to
under no obligation to do s
entitled to amend the Fees
and will notify You of an
Business Days of receiving

time before the Event. We will use
requested change, but we shall be
ge requested by You, We shall be
e in accordance with the Price List,
Fees within <<Number, e.g. 3>>
change, then:

3.1 If You accept the
amended Fees to U

may confirm the change and the

3.2 If you are not willin
writing either that:

d Fees, You may confirm to Us in

3.2.1 You wish to
without the r

at the original Fees agreed and

3.2.2 You may c
provisions in

and subject to the cancellation
ions; or

If You do not let us have a
Business Days after We r
remain unchanged and We
without the requested chan

ations within <<Number, e.g. 3>>
ment to Fees, the Booking shall
s at the original Fees agreed and

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4. Fees and Payment

- 4.1 After You have paid in full and cleared for the Event, but if the Booking is cancelled, You must instead pay us the Deposit or submit your completed Booking Form.
- 4.2 You must pay the Fees that We fully and correctly provide to You.
- 4.3 You may pay Us the Fees using any of the following methods:
- 4.3.1 <<Insert method of payment>> Card By Phone or Using Our Online Booking System
 - 4.3.2 <<Insert method of payment>> BACS or CHAPS transfer into Our nominated bank account
 - 4.3.3 <<Insert Address>>
- 4.4 We may alter the prices without prior notice, but if any prices increase between the date of a Booking and the date of the Event, the price increase for the Event and the Fees will therefore not be affected.
- 4.5 All prices of Services are inclusive of VAT.
- 4.6 If You state anything which We were not aware of when We previously quoted a Fee, we may necessitate altering the Fee amount and ask You to proceed. Unless You confirm that You do wish to accept the Booking at the revised Fee amount, We will not accept the Booking at the revised Fee amount.
- 4.7 [The Booking Form will attend the Event that number as stated, however, at any time after You submit the Booking Form, the amount of the Fees may be altered by Us when the number of children who will attend the Event is more than <<Percentage, e.g. 25%>> greater than the number stated in the Booking Form, and in that case Your revised estimate will be based on the number of children who will attend the Event by You to your Booking for the Event.]
- 4.8 [If the number of children who will attend the Event is more than <<Percentage, e.g. 25%>> higher than the number stated in the Booking Form, We reserve the right to charge You the Fees payable for the Services to cater for the Services will be based on the number of children attending the Event. If We decide to charge the revised Fees, we will tell you at the Event and give You an invoice for the amount [[at the Event] [or] [within <<Number, e.g. 3>> business Days after We give it to You.]] That invoice will be due <<Number, e.g. 3>> business Days after We give it to You.]
- 4.9 If the number of children who will attend the Event is less than You previously estimated and advised to Us, the Fees payable for the number of children who will attend the Event will be less than for the number that You previously estimated. You will not be entitled to any reduction in Fees for the number of children who will attend the Event if the number is significantly less, and in Our discretion decide on request We will not refund the Fees.

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whether to make any payment to You the amount of

if We do so decide We will repay [Fees].

4.10 [The calculation of the Fees for the Services shall include the time spent at Your Premises, including the time for which the Entertainer is on call during that time, and We will advise You (when applicable) of the amount of time We will spend on the Services.]

the time which will be spent at Your Premises, including the time for setting up/packing up, the period of all breaks taken by the Entertainer on and from Your Premises. We will advise You (when applicable) of the Fees to apply) of the total amount of time during which We provide the Services.]

5. Cancellation of Services

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5.1 If, at any time after We have provided the Services, You cancel the Services, You shall be entitled to keep some or all of those Fees as set out in the Services Schedule.

in advance for all Services, You shall be entitled to keep some or all of those Fees as set out in the Services Schedule.

5.2 You may cancel the Services if You give Us at least <<Insert a Number, e.g. 42>> days prior notice of cancellation. If You do so We will refund to You any sum(s) paid in advance.

if You give Us at least <<Insert a Number, e.g. 42>> days prior notice of cancellation. If You do so We will refund to You any sum(s) paid in advance.

5.3 If You give Us prior notice of cancellation of the Services, We will not be entitled to any sum(s) paid in advance if We suffer due to Your cancellation.

services but do not give Us at least <<Insert a Number, e.g. 42>> days prior notice of cancellation, We will be entitled to any sum(s) paid in advance if We suffer due to Your cancellation.

EITHER

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[but that charge will be limited to the total Fees for the Services.]

to the total Fees for the Services.]

OR

[but that charge will be limited to the total Fees for the Services.]

equal to:

5.3.1 100% of the sum(s) paid in advance for the Services where that prior notice is less than <<Insert a Number, e.g. 42>> days but less than <<Insert a Number, e.g. 42>> days.

Services where that prior notice is less than <<Insert a Number, e.g. 42>> days but less than <<Insert a Number, e.g. 42>> days.

5.3.2 <<e.g. 85>> days where that prior notice is more than <<Insert a Number, e.g. 42>> days but less than <<Insert a Number, e.g. 85>> days.

the Services where that prior notice is more than <<Insert a Number, e.g. 42>> days but less than <<Insert a Number, e.g. 85>> days.

5.3.3 <<e.g. 70>> days where that prior notice is more than <<Insert a Number, e.g. 42>> days but less than <<Insert a Number, e.g. 70>> days.

the Services where that prior notice is more than <<Insert a Number, e.g. 42>> days but less than <<Insert a Number, e.g. 70>> days.

5.3.4 <<e.g. 50>> days where that prior notice is more than <<Insert a Number, e.g. 42>> days but less than <<Insert a Number, e.g. 50>> days.

the Services where that prior notice is more than <<Insert a Number, e.g. 42>> days but less than <<Insert a Number, e.g. 50>> days.

5.3.5 <<e.g. 25>> days where that prior notice is more than <<Insert a Number, e.g. 42>> days but less than <<Insert a Number, e.g. 25>> days.

the Services where that prior notice is more than <<Insert a Number, e.g. 42>> days but less than <<Insert a Number, e.g. 25>> days.

5.3.6 <<e.g. 15>> days where that prior notice is more than <<Insert a Number, e.g. 42>> days but less than <<Insert a Number, e.g. 15>> days.

the Services where that prior notice is more than <<Insert a Number, e.g. 42>> days but less than <<Insert a Number, e.g. 15>> days.]

We will be entitled to any sum(s) paid in advance for the Services, and You shall be liable to pay Us the sum(s) paid in advance if You cancel the Services.

in any sum(s) You paid in advance for the Services, and You shall be liable to pay Us the sum(s) paid in advance, You will be liable to pay Us the sum(s) paid in advance after You give Us prior notice to cancel the Services.

5.4 If, due to exceptional circumstances, accidents, or bereavement, You or the child for whom the Services are provided are unable to attend, We will be entitled to any sum(s) paid in advance for the Services, and You shall be liable to pay Us the sum(s) paid in advance.

including, but not limited to, illness, accidents, or bereavement, You or the child for whom the Services are provided are unable to attend, We will be entitled to any sum(s) paid in advance for the Services, and You shall be liable to pay Us the sum(s) paid in advance.

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Event has been a
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without giving Us
notice, We will co
whether to waive an
under the above pro

ty to run the Event due to non-
emises, You cancel the Services
period as in Clause 5.2>> prior
es and in Our discretion decide
ation that We are entitled to make

5.5 We may cancel the
the Services in the t

fore the time and date booked for

5.5.1 [We have a
Form) is to
Clause 6.7,
beyond Our
6.7, We pro
accept. If W
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Services les
which We ar

individual (named in the Booking
vide the Services, subject to sub-
mes unavailable for any reason
l, in accordance with sub-Clause
ertainer who You do not wish to
e Services in such circumstances
Fees You have paid Us for the
curred specifically for the Services
ver; or]

5.5.2 An event de
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You have pa

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. If We do decide to cancel the
will refund to You in full the Fees
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5.5.3 You have no
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e and payable by that time. In that
if, and to the same extent as You
d the Services under sub-Clause
sub-Clause 5.5.3; or

5.5.4 We find that
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unable to sa

er" (as defined in Clause 1 above).
ces in such circumstances We will
ave paid Us for the Services less
ally for the Services which We are

If We cancel the S
refund Fees or othe

ances We will have no liability to
tion except as above.

5.6 Prices for the Servi
to give You as muc

e from time to time but We will try
of any such changes.

5.7 We may immediate

the Services if:

5.7.1 any act or o
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amounts to Y

y person(s) at the Event (whether
dult or minor in Our reasonable
the Entertainer to continue or it
ms and Conditions; or

5.7.2 the venue
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ther conditions make it unsafe,
e the Services outdoors and You
indoor area at Your Premises.

You will not be enti
completed as a rest

r part of the Fees for Services not

5.8 Where the contrac
Regulations give Yo
in addition to the rig
You may for any re
Booking is made, b
date which is befor
requested Us to pr

not made on Our Premises, the
s sub-Clause 5.8, and they will be
above provisions of this Clause 5.
during the 14 day period after the
any Services to be provided on a
period, and if You have expressly
that 14 day period and We do so,

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You may not cancel in accordance with this clause. You must confirm the cancellation by this sub-clause. If you have made any payment(s) to Us for the Booking, We will refund to You within 14 days of receiving Your cancellation for the Booking that We have

Services and You must pay for them in full. We will not refund that Your Booking be cancelled, unless it is due to Us. If You cancel as allowed by this clause, We will refund to You any payment(s) made to Us for the Booking, We will refund to You within 14 days of receiving Your cancellation for the Services covered by that Booking.

6. Further Details of Our Obligations

relating to the Services

6.1 The following will apply in addition to all details set out in these Terms and Conditions and the Booking Form.

6.1 In addition to all details set out in these Terms and Conditions and the Booking Form.

6.2 We will provide the Services in accordance with:

6.2 We will provide the Services in accordance with:

6.2.1 with reasonable care and skill;

6.2.1 with reasonable care and skill;

6.2.2 in accordance with any applicable statutory and regulatory requirements;

6.2.2 in accordance with any applicable statutory and regulatory requirements;

6.2.3 in accordance with the particular type of Services set out in the Booking Form and any details relating to that particular type set out on Our website]; and

6.2.3 in accordance with the particular type of Services set out in the Booking Form and any details relating to that particular type set out on Our website]; and

6.2.4 in a format and content in which case We will provide the Services in accordance with that agreement;

6.2.4 in a format and content in which case We will provide the Services in accordance with that agreement;

6.3 We will ensure that the Services:

6.3 We will ensure that the Services:

6.3.1 are provided in a safe and secure environment;

6.3.1 are provided in a safe and secure environment;

6.3.2 are covered by appropriate insurance cover for the provision of the Services.

6.3.2 are covered by appropriate insurance cover for the provision of the Services.

6.4 We will provide all goods and materials required to provide the Services, including any goods or materials required for the Services.

6.4 We will provide all goods and materials required to provide the Services, including any goods or materials required for the Services.

6.5 Neither We nor the Entertainer are responsible for the behaviour or ensure the safety of anyone attending the Event.

6.5 Neither We nor the Entertainer are responsible for the behaviour or ensure the safety of anyone attending the Event.

6.6 We will ensure that the Services are provided to a professional standard and that the equipment is available for the Services.

6.6 We will ensure that the Services are provided to a professional standard and that the equipment is available for the Services.

6.7 If We agree that a particular Entertainer will use reasonable care and skill, We will be entitled to arrange for an alternative Entertainer agreed by Us at any time to provide the Services at the Event.

6.7 If We agree that a particular Entertainer will use reasonable care and skill, We will be entitled to arrange for an alternative Entertainer agreed by Us at any time to provide the Services at the Event.

6.8 If at any time You agree to provide the Services later than the time agreed for the Services, whether or not due to the Event (as set out in the Booking Form), and consequently the Entertainer arrives later than that agreed time, then, if the Entertainer is ready to provide the Services at or before the agreed time, We will be obliged to extend the Services beyond the time agreed for the Services set out in the Booking Form.

6.8 If at any time You agree to provide the Services later than the time agreed for the Services, whether or not due to the Event (as set out in the Booking Form), and consequently the Entertainer arrives later than that agreed time, then, if the Entertainer is ready to provide the Services at or before the agreed time, We will be obliged to extend the Services beyond the time agreed for the Services set out in the Booking Form.

6.9 [If You request the Services to be provided beyond the agreed finishing time and amount of Fees calculated at Our List for the additional time he/she spends. We will give an invoice for the amount [at the Event] [or] [within 14 days of the Event]]. That invoice will be due and payable within 14 business Days after We give it to You.]

6.9 [If You request the Services to be provided beyond the agreed finishing time and amount of Fees calculated at Our List for the additional time he/she spends. We will give an invoice for the amount [at the Event] [or] [within 14 days of the Event]]. That invoice will be due and payable within 14 business Days after We give it to You.]

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- 6.10 [Where the total period of the Services (excluding any break period) exceeds <<Period of Time, e.g. 60, 70, 80, 90>> minutes, the Entertainer may if he/she wishes, take a break of 10 mins approximately, and that break period shall be included in that <<Period of Time, e.g. 60, 70, 80, 90>> minute period.]
- 6.11 [We will take account of any special needs of children due to attending the Services that you have made us aware of and where reasonably possible to adapt the Services to accommodate such children.]
- 6.12 [We will take account of the number of children You estimate in the event and make reasonable endeavours to provide the Services if the number attending is fewer than that estimated. If, notwithstanding all reasonable endeavours, the actual number attending is less than the actual number estimated, the Entertainer shall not be responsible for that difference, the actual number differing from the estimated number by a percentage, e.g. 25%>> We will not be responsible for that difference to the extent.]
- 6.13 [We will be responsible for the provision of any equipment / props /materials and other things which the Entertainer requires for the Services at 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 tidy after the Services have been provided.]
- 6.14 We will only make a booking if You are a "Consumer" (as defined in Clause 1 above), and Your confirmation of the booking will be deemed to be Your confirmation of the booking by You.

7. Your Obligations

You must ensure that:

- 7.1 Your Premises are available on the date of the Event and in good time before the scheduled start time of the Services and necessary equipment is available;
- 7.2 where the venue at which the Services is outdoors, You have a back up plan to ensure that the Services can be provided in suitable conditions make it possible to begin or continue the Services outdoors;
- 7.3 You are present throughout the duration of the Services;
- 7.4 Your Premises are suitable for the Entertainer to provide the Services;
- 7.5 the following are available at Your Premises on the date of the Event and during the hours of the Services:
 - 7.5.1 sufficient space for the Entertainer to deliver the Services and for the children attending the Services to sit comfortably and/or move about to engage in the Services;
 - 7.5.2 such facilities as the Entertainer may require for the Services, including a power supply and a suitable location for the Entertainer's set up location;
 - 7.5.3 suitable free parking for the Entertainer to arrive at and park his/her vehicle for the duration of the Services;

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or the Entertainer to provide the Services (excluding any break period) exceeds <<Period of Time, e.g. 60, 70, 80, 90>> minutes, the Entertainer may if he/she wishes, take a break of 10 mins approximately, and that break period shall be included in that <<Period of Time, e.g. 60, 70, 80, 90>> minute period.]

Services of any special needs of children due to attending the Services that you have made us aware of and where reasonably possible to adapt the Services to accommodate such children.]

services of the number of children You estimate in the event and make reasonable endeavours to provide the Services if the number attending is fewer than that estimated. If, notwithstanding all reasonable endeavours, the actual number attending is less than the actual number estimated, the Entertainer shall not be responsible for that difference, the actual number differing from the estimated number by a percentage, e.g. 25%>> We will not be responsible for that difference to the extent.]

equipment / props /materials and other things which the Entertainer requires for the Services at 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 tidy after the Services have been provided.]

to a "Consumer" (as defined in Clause 1 above), and Your confirmation of the booking will be deemed to be Your confirmation of the booking by You.

ner to provide the Services on the date of the Event and in good time before the scheduled start time of the Services and necessary equipment is available;

Services is outdoors, You have a back up plan to ensure that the Services can be provided in suitable conditions make it possible to begin or continue the Services outdoors;

We provide the Services;

r the Entertainer to provide the Services;

er at Your Premises on the date of the Event and during the hours of the Services:

o deliver the Services and for the children attending the Services to sit comfortably and/or move about to engage in the Services;

ilities as the Entertainer may require for the Services, including a power supply and a suitable location for the Entertainer's set up location;

o reasonable proximity to allow the Entertainer to arrive at and park his/her vehicle for the duration of the Services;

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7.5.4 appropriate Premises for in parking, use of such refreshment at least 48 hours in advance of the arrangements

Entertainer if he/she will be at Your Premises for the Event (including time engaged in setting up equipment) [unless, where applicable, you have notified that to Us at least 48 hours in advance that the Entertainer can make other

7.6 the children attending the Event must be properly supervised at all times by a minimum of 1 adult to no more than 15 children;

Entertainer must be properly supervised at all times by a minimum of 1 adult to no more than 15 children;

7.7 if any children attending the Event have special needs which may affect their ability to take part in the Services, you must provide Us with full details of such special needs at least 14 days before the Event. You are responsible for ensuring that such children can safely attend and engage in the Services;

Entertainer must provide Us with full details of such special needs which may affect their ability to take part in the Services at least 14 days before the Event. You are responsible for ensuring that such children can safely attend and engage in the Services;

7.8 [neither You nor any person at the Event uses or tries to use equipment or other facilities provided to Us or the Entertainer without the Entertainer's express permission. We do not assume that permission will be given for use by You or any person at the Event of any such equipment for any aspect of the Event]

Entertainer must ensure that no person at the Event uses or tries to use equipment or other facilities provided to Us or the Entertainer without the Entertainer's express permission. We do not assume that permission will be given for use by You or any person at the Event of any such equipment for any aspect of the Event;

7.9 [Where the total period for the Services (excluding any breaks) exceeds <<Period of Time, e.g. 60, 70, 80, 90>> minutes or more during the length of the break, the Entertainer must take a break of 10 minutes or more. You will not be required to do so unless expressly agreed with Us. Where such a break has been included as part of the period for which the Services are provided, the Entertainer must take a break of 10 minutes or more]

Entertainer must ensure that the total period for the Services (excluding any breaks) does not exceed <<Period of Time, e.g. 60, 70, 80, 90>> minutes or more during the length of the break, unless expressly agreed with Us. Where such a break has been included as part of the period for which the Services are provided, the Entertainer must take a break of 10 minutes or more

7.10 if any child/ren or person at the Event negligently cause damage to the property belonging to Us or the Entertainer, You must reimburse Us the full cost of repairing/replacing the damaged property up to a maximum amount of £1,000 for all items.

Entertainer must ensure that no person at the Event negligently cause damage to the property belonging to Us or the Entertainer, You must reimburse Us the full cost of repairing/replacing the damaged property up to a maximum amount of £1,000 for all items.

8. Events Beyond our Reasonable Control

8.1 We will not be liable for any delay in performing Our obligations under the contract if such delay is beyond Our reasonable control.

Entertainer will not be liable for any delay in performing Our obligations under the contract if such delay is beyond Our reasonable control.

8.2 If any event described in 8.1 occurs that does or is likely to adversely affect Our obligations under the contract, We will try to inform You as soon as is reasonably possible, Our obligations will be suspended and arrangements for alternative date and time will be made accordingly. We will not be liable for any delay in performing Our obligations under the contract if such delay is beyond Our reasonable control. We will try to inform You as soon as is reasonably possible, Our obligations will be suspended and arrangements for alternative date and time will be made accordingly. We will not be liable for any delay in performing Our obligations under the contract if such delay is beyond Our reasonable control. We will try to inform You as soon as is reasonably possible, Our obligations will be suspended and arrangements for alternative date and time will be made accordingly. We will not be liable for any delay in performing Our obligations under the contract if such delay is beyond Our reasonable control.

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9. Limitation of Liability

9.1 We will be responsible for any loss or damage that You may suffer as a result of Our negligence, but not for any loss or damage that You may suffer as a result of Our negligence if it is an obvious consequence of Our negligence or if it is contemplated by You and Us when Our contract is made. We will not be responsible for any loss or damage that You may suffer as a result of Our negligence if it is an obvious consequence of Our negligence or if it is contemplated by You and Us when Our contract is made.

Entertainer will be responsible for any loss or damage that You may suffer as a result of Our negligence, but not for any loss or damage that You may suffer as a result of Our negligence if it is an obvious consequence of Our negligence or if it is contemplated by You and Us when Our contract is made. We will not be responsible for any loss or damage that You may suffer as a result of Our negligence if it is an obvious consequence of Our negligence or if it is contemplated by You and Us when Our contract is made.

9.2 We provide and sell the Services only for Your personal and private use/purposes (for the use of the child for whom the Event is arranged). We will not be responsible for any loss of profit, loss of business, or any other financial loss suffered by You or any other person as a result of Our negligence, but not for any loss of profit, loss of business, or any other financial loss suffered by You or any other person as a result of Our negligence if it is an obvious consequence of Our negligence or if it is contemplated by You and Us when Our contract is made.

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interruption to business opportunity.

9.3 Whilst we endeavour to ensure the quality and content of entertainment that We agree to provide and enjoyed by the children at the Event, We are only responsible for the entertainment at the age range to be catered for if it is stated in the Booking Form that We reasonably endeavour to cater for that age range. We will not be responsible or liable for any injury or loss that You or Your children sustain at the Event are not content with or do not enjoy the Service.

9.4 Nothing in these Terms is intended to or will exclude or limit Our liability for death or personal injury caused by Our negligence (including the negligence of Our employees or contractors) or for fraud or fraudulent misrepresentation.

9.5 Furthermore, if you are a consumer as defined by the Consumer Rights Act 2015, or a consumer as defined by any other consumer protection legislation, nothing in these Terms and Conditions is intended to or will exclude, limit, prejudice or deprive You, or Your rights, of any of Our duties or obligations to You, or Your rights, under:

9.5.1 the Consumer Rights Act 2015;

9.5.2 the Regulations made under the Consumer Rights Act 2015;

9.5.3 the Consumer Protection (Cancellation Rights in Contracts) Regulations 2014;

9.5.4 any other consumer protection legislation in force as that legislation is amended, varied or replaced.

For more details of Your rights, please refer to Your local Citizens' Advice Bureau or Trading Standards.

10. Changes to Terms and Conditions

We may from time to time amend 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 amendments.

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

11.1 To the extent that You provide Us with personal information, You warrant that that personal information is true, accurate, complete and up to date.

11.2 For complete details of how We use, process, store, and retain personal data including the purpose(s) for which personal data is used, the legal basis for processing it, details of Your rights and how to exercise them, and how to opt out of marketing (where applicable), please refer to Our Privacy Policy. If You are a consumer, please refer to Our Privacy Policy for consumers from <<insert location/name of person>>] OR [attach a copy of our Privacy Policy for consumers to these Terms and Conditions]

12. Regulations

We are required by the Regulations to make certain information available to You as a consumer before We accept Your offer to make Our contract with You (i.e. before We accept Your offer to complete the Booking Form) and Your payment of the Deposit. That information is already apparent from the context of the transaction and the information already provided in these Terms and Conditions. If You have not provided the information itself either in writing or orally, We will make it available to You in writing. That information will, as required by the Regulations, be part of the contract between Us and You as a Consumer.

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As required by the Regulations, we will make certain information available to You as a consumer before We accept Your offer to make Our contract with You (i.e. before We accept Your offer to complete the Booking Form) and Your payment of the Deposit. That information is already apparent from the context of the transaction and the information already provided in these Terms and Conditions. If You have not provided the information itself either in writing or orally, We will make it available to You in writing. That information will, as required by the Regulations, be part of the contract between Us and You as a Consumer.

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- 13.1 all of the information
- 13.2 any other information and Our business Booking or when m

will be part of the terms of C

14. Complaints and Feedback

We always welcome feedl endeavours to ensure tha nevertheless want to hear any complaint about the S matter with [Us] OR <<Ins Our Premises] [or by] [by]

15. Miscellaneous

15.1 If You make the B ensure that the pe with all of these Ter

15.2 No failure or delay and Conditions me by Us or You of a means that We or other provision.

15.3 If any provision of authority to be inva other provisions of provision in questio

16. Law and Jurisdiction

16.1 These Terms and C and Us (whether construed in accord [Scotland].

16.2 As a consumer, yo your country of res reduces your rights

16.3 Any dispute, contro to these Terms and and Us (whether co the courts of Englan your residency.

[Att [ce]

Notes:

- (1) Client accepts and agrees th Form to Entertainer will be th



g and
 about any Services or Ourselves
 account when deciding to make a
 about Services
 a Consumer.

st We always use all reasonable
 Our client is a positive one, We
 y cause for complaint. If You have
 nplaint about Us, please raise the
 ontact>> who can be contacted [at
 none, Email or Post>>].

ird party, You are responsible to
 You make the Booking complies

ing any rights under these Terms
 e waived that right, and no waiver
 n of these Terms and Conditions
 equent breach of the same or any

ditions is held by any competent
 whole or in part the validity of the
 ditions and the remainder of the

and the relationship between you
 se) shall be governed by, and
 ngland & Wales] [Northern Ireland]

andatory provisions of the law in
 Clause 16.1 above takes away or
 those provisions.

aim between you and Us relating
 t, or the relationship between you
 shall be subject to the jurisdiction of
 Northern Ireland, as determined by

- Terms and Conditions which Client].
- (2) Only if and when Entertainer has previously signed and submitted the Booking Form to Entertainer and Client for Entertainer's acceptance.
 - (3) The details marked "(Entertainer to complete)" with the remainder to be completed by Client and returned to Entertainer.
 - (4) Entertainer will not be bound to accept any bookings if they are communicated by Client to Entertainer.
 - (5) Additional information/requirements set out in this Booking Form will have effect in relation to any booking. However, if Entertainer does not accept any of the requirements set out in this Booking Form, Entertainer will advise Client that it cannot accept the requested booking.

been [provided] [made available] to Client.

As a copy of this Booking Form as submitted to Entertainer will there be a contract between Entertainer and Client.

Details marked "(Entertainer to complete)" are to be inserted by Entertainer, and the remainder to be completed by Client and returned to Entertainer.

Entertainer will not be bound to accept any bookings if they are communicated by Client to Entertainer.

Additional information/requirements set out in this Booking Form will have effect in relation to any booking. However, if Entertainer does not accept any of the requirements set out in this Booking Form, Entertainer will advise Client that it cannot accept the requested booking.

1. Name of entertainer ("Entertainer") (as per heading in Terms and Conditions) providing the entertainment Services:	complete>>
2. Address of Entertainer (as per heading in Terms and Conditions):	complete>>
3. Full name/s of Client:	
4. Full address(es) of Client:	
5. Address of Premises where venue for Event located:	
6. Nature/description of venue (e.g. reception room in a private home, garden of private home, village hall, lawn adjoining village hall), and state if indoors or outdoors:	
7. If venue is outdoors, what is indoor back-up venue location, if any, in case of bad weather:	immediately adjoining primary location: how far from primary location: << >>

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8. Nature of Event (e.g. birthday party celebration):	
9. Format of Event (e.g. tea with entertainment and party games):	
10. Type/s of entertainment/ activities comprising the services to be provided. <i>Delete/add as necessary</i>	<p>outdoor venue).</p> <p>and specify type, e.g. jewellery making)</p> <p>, e.g. football)]</p>
11. Date of Event:	
12. Start time for Entertainer Services:	
13. Finish time for Entertainer Services:	
14. Total Fees payable (at least [14] days before date of Event):	complete>>
15. Deposit amount to be enclosed/paid on date of submitting this form:	complete>>
16. Estimated number of children:	
17. Time when Entertainer to	

arrive at venue to park/unload:		complete>>
18. Age range of children:		
19. Any children with special needs. If YES, provide details of type/s of need and state how many children in total with such special need/s:		follows: << >> with special needs: << >>
20. Additional information/ requirements of Client:		
Signed by the Client:	
Dated by Client:		
Booking confirmed. Signed by Entertainer:	
Dated by Entertainer:		

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