(1) << Name of Ch

vices Provider>>

CHILDREN'S EI

S AGREEMENT

THIS AGREEMENT is made the

BETWEEN:

- (1) <<Insert Name of Childrer Trading Name if Different Sole Trader, Partnership, I individual] [registered in I [,whose registered addres trading address is <<Insert</p>
- (2) <<Name of Client>> of <<I

WHEREAS:

- (1) We, << Insert Name of Child Events to clients who are "and We have reasonable s
- (2) You wish to engage Us to pelow), subject to the terms
- (3) We agree to provide the subject to the terms and co

IT IS AGREED as follows:

1. Definitions and Interpreta

1.1 In this Agreement expressions have the

"Booking"

"Booking Form

"Business"

"Business Day"

"Consumer"

"Deposit"

"Entertainer"



Provider>> [, trading as <<Insert statements,] a <<Insert Business Type, e.g. npany etc.>> [as a self-employed <<Insert Registration Number>>] ad Address>> and] whose main

es Provider>>, provide Services at by the Consumer Rights Act 2015) rience in that field.

our Event (as defined in Clause 1 greement.

Agreement to You for the Event, nt.

otherwise requires, the following

e as set out in this Agreement) for Event;

n [attached to this Agreement] **OR** d] by Us to You] containing details of nt, including the start and finish times

de, craft, or profession carried on by proganisation;

/ inclusive excluding bank and public

defined by the Consumer Rights Act this Agreement means an individual Services from Us for the individual's irposes wholly or mainly outside the s:

int stated in the Booking Form, being

n who We nominate to provide the



"Event"

"Fees"

"Our Premises"

"Price List"

"Regulations"

"Services"

"We/Us/Our"

"You/Your"

"Your Premises"

- 1.2 Unless the context Clause or sub-Clau
- 1.3 The headings used affect the interpreta
- 1.4 Words signifying the
- 1.5 References to any
- References to "wr electronic commun other means.

2. Booking Procedure

- 2.1 You must be 18 or
- 2.2 We will not reserve We provide any Se them as follows.
- 2.3 You may make a to the enquiry form on and place of the E respond to let you Services that You respond to the total services the total

er event arranged by You and taking of which the Services We provide for

(calculated on the basis of Our Price ices;

[the above address] OR [<<Insert

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

ontracts (Information, Cancellation and lations 2013;

dd to the following>> party games, sm, puppets, face painters, bouncy on modellers, disco dancing, art and orts;

[company] whose name is set out f business and contact address is [set t Other Address>>] [and includes all agents)];

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

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

reference in this Agreement to a use of this Agreement;

or convenience only and shall not

nclude the plural and vice versa;

ther gender; and

expression, includes letter and y e-mail, fax, [text message,] or

book any Services.

ate slot to provide Services nor will You make a Booking and pay for

he] [or] [in writing][or][completing ne Services required and the date We receive Your enquiry We will ther We are able to provide the e time, and at the place required,

and We will also a You have given Us will provide you with Our website].

- 2.4 If You would then <<Number, e.g. 3> sub-Clause 2.3 fully We previously pro return/submit the co
- 2.5 You are responsible is accurate and co information, We will performance cause information.
- 2.6 If You communicate it will not have any Us and You, wheth enquiry form on Ou writing, unless We s
- 2.7 By completing and by You, You confirm conditions of this Ac
- 2.8 Your return/submiss
 Fees will be an off
 Agreement for the p
 but whether We ac
 absolute discretion.
- 2.9 We may in Our dis completed Booking e.g. 3>> Business I
- 2.10 We will respond to Days after receiving offer (i.e. confirming decline it, We will a explain why We have
- 2.11 Only if and when Y and We have responsible Booking requested then will there be a

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

- 3.1 If You accept the amended Fees to U
- 3.2 If you are not willin writing either that:

payable based on the information complete the Booking Form. [We four may use the Booking Form on

tke a Booking, You must within We have responded as stated in bmit the Booking Form to Us that pay us the Deposit when you b Us.

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

Is other than in the Booking Form, 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.

py of this Agreement to Us signed ree to be bound by, the terms and

o Us, and Your payment of those the terms and conditions of this vent detailed in the Booking Form, or will be for Us to decide in Our

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

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

ooking Form and pay the Deposit ritten notice of confirmation of the ill there be a "Booking" and only You and Us.

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

nay confirm the change and the

Fees, You may confirm to Us in

3.2.1 You wish to without the r

3.2.2 You may control provisions in

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

4. Fees and Payment

- 4.1 After You have paid in full and cleared full but if the Booking is must instead pay us or submit your com
- 4.2 You must pay the You.
- 4.3 You may pay Us the
 - 4.3.1 << Insert me Booking Sys
 - 4.3.2 << Insert me nominated b
 - 4.3.3 <<Insert Ad
- 4.4 We may alter the p increase between t Event, the price incincrease for the Eve
- 4.5 All prices of Service
- 4.6 If You state anythin We previously quo necessitates alterin amount and ask You that You do wish to accept the Booking.
- 4.7 [The Booking Form will attend the Ever that number as sta submit the Booking that You have revisaltered by Us whe 25%>> greater tha revised estimate wipurposes of Clause
- 4.8 [If the number of c e.g. 25%>> higher right to charge You the Services to cate for the Services will in the Price List for decide to charge the You an invoice for the services for the Services will in the Price List for decide to charge the You an invoice for the services will be serviced to charge the You an invoice for the services will be serviced to the servic

at the original Fees agreed and

and subject to the cancellation

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

st pay Us the balance of the Fees at calendar days before the Event, endar days before the Event, You with the Deposit when You return Is

t We fully and correctly provide to

sing any of the following methods:
and By Phone or Using Our Online

CS or CHAPS transfer into Our

thout prior notice, but if any prices e a Booking and the date of the ou and the Fees will therefore not

are inclusive of VAT.

which We were not aware of when a payable and We decide that it will advise You of the revised Fee in to proceed. Unless You confirm a revised Fee amount, We will not

Ite of the number of children who is Fees payable will be based on a however, at any time after You he date of the Event You notify Us r, the amount of the Fees may be is more than <<Percentage, e.g. d number, and in that case Your d by You to your Booking for the

event is more than <<Percentage, ou notified to Us, We reserve the of Fees [where We have adapted ber]. The total Fees that You pay it that would be payable as stated hildren attending the Event. If We will tell you at the Event and give unt [[at the Event] [or] [within]

<<Number, e.g. 3>: and payable within You.

- 4.9 If the number of clestimated and advergayable for the number of clestimates from the previously estimates reduction in Fees from request We will whether to make an to You the amount I
- 4.10 [The calculation of Premises, including time for which the during that time, an advise You (when amount of time We the Services.]

5. Cancellation of Services

- 5.1 If, at any time afte cancel the Services given as set out in those Fees as set o
- 5.2 You may cancel the Number, e.g. 42>> refund to You any s
- 5.3 If You give Us priot <<Insert same period of the Services, We We suffer due to You

EITHER

[but that charge will be limi

OR

[but that charge will

- 5.3.1 100% of the than << Inse
- 5.3.2 <<e.g. 85>> is more tha Number, e.d
- 5.3.3 <<e.g. 70>> is more that Number, e.g.
- 5.3.4 <<e.g. 50>> is more than Number, e.d
- 5.3.5 <<e.g. 25>> is more that Number, e.d

e Event]]. That invoice will be due usiness Days after We give it to

event is less than You previously rding to the Price List, the Fees than for the number that You You will not be entitled to any e the number is significantly less, ices and in Our discretion decide if We do so decide We will repay Fees1.

n time which will be spent at Your ting up/packing up, the period of II breaks taken by the Entertainer and from Your Premises. We will of the Fees to apply) of the total the time during which We provide

in advance for all Services, You prior notice that We require to be be entitled to keep some or all of

e if You give Us at least <<Insert cancellation. If You do so We will ce

rvices but do not give Us at least > days prior notice of cancellation You for any net financial loss that

o the total Fees for the Services.]

equal to:

ces where that prior notice is less

ne Services where that prior notice 7>> days but less than <<Insert

ne Services where that prior notice 14>> days but less than <<Insert

e Services where that prior notice 21>> days but less than <<Insert

re Services where that prior notice 28>> days but less than <<Insert

5.3.6 << e.g. 15>> is more that same period

We will be entitled to for the Services, are under this sub-Claudiable to pay Us the cancel the Services

- 5.4 If, due to exception accidents, or bereat Event has been an availability of the Evithout giving Us notice, We will converted whether to waive arrunder the above pro-
- 5.5 We may cancel the the Services in the
 - 5.5.1 [We have a Form) is to Clause 6.7, beyond Our 6.7, We pro accept. If W We will refuservices les which We at
 - 5.5.2 An event de more than Services in You have pa
 - 5.5.3 You have no case, You w would be lia 5.3 at the tin
 - 5.5.4 We find that If We do de refund to Yo any costs W unable to sa

If We cancel the S refund Fees or othe

- 5.6 Prices for the Servi to give You as muc
- 5.7 We may immediate
 - 5.7.1 any act or o that person opinion rend amounts to `

ne Services where that prior notice 35>> days but less than <<Insert days.]

n any sum(s) You paid in advance alance to You. Where the charge im(s) paid in advance, You will be after You give Us prior notice to

Iding, but not limited to, illness, You or the child for whom the 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

fore the time and date booked for

individual (named in the Booking vide the Services, subject to submes unavailable for any reason I, 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

Below occurs and continues for If We do decide to cancel the will refund to You in full the Fees

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

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

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

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

he Services if:

y person(s) at the Event (whether dult or minor in Our reasonable the Entertainer to continue or it ment; or 5.7.2 the venue impracticabl do not have

You will not be entitioned completed as a resu

Negulations give You in addition to the rig You may for any re Booking is made, the date which is before requested Us to prevent you may not cance accordance with thin You must confirm the by this sub-clause of the Booking, We wing Your cancellation Booking that We have

6. Further Details of Our Ob

- 6.1 The following will a Agreement and in the
- 6.2 We will provide the
 - 6.2.1 with reasona
 - 6.2.2 in accordant
 - 6.2.3 in accordant out in the B type set out
 - 6.2.4 in a format agree in wri We will prov
- 6.3 We will ensure that
 - 6.3.1 has a satisfa
 - 6.3.2 is covered by Services.
- 6.4 We will provide all required to provide goods or materials
- 6.5 Neither We nor the behaviour or ensure
- 6.6 We will ensure tha professional stand equipment is availal
- 6.7 If We agree that a part will use reasonable be entitled to arra Entertainer agreed the Event.

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

r part of the Fees for Services not

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 hat 14 day period and We do so, ses and You must pay for them in st that Your Booking be cancelled, t to You. If You cancel as allowed by made any payment(s) to Us for to You within 14 days of receiving or the Services covered by that

elating to the Services

addition to all details set out in this

utory and regulatory requirements;

the particular type of Services set y details relating to that particular on Our website]; and

We decide unless We specifically mat and/or content in which case dance with that agreement;

eck: and

ce cover for the provision of the

i] music [and prizes for games] t provide any food, drink, or other

esponsible to control, discipline, n attending the Event.

t that We use is maintained to a wherever possible, that backup of Our equipment.

ner is to provide the Services, We hat Entertainer. However, We will Entertainer if for any reason the any time to provide the Services at



6.8 If at any time You a them as set out it beginning later than We have to begin Entertainer arrives before the agreed to the time agreed for

- 6.9 [If You request the he/she agrees to do hourly rate (pro rat spends. We will give << Number, e.g. 3>3 and payable within You.]
- 6.10 [Where the total p Services (excluding 60, 70, 80, 90>> m of 10 mins approx included in that <<F
- 6.11 [We will take acco children due to atte these needs prior t adapt the Services :
- 6.12 [We will take account You estimate in the reasonable endeave or greater than that Services prove to a Your estimated number responsible for the extent.]
- 6.13 [We will be responsible things which the Er after the provision of or that Your Presprovided.]
- 6.14 We will only make Clause 1 above), a be Your confirmation Booking by You.

7. Your Obligations

You must ensure that:

- 7.1 Your Premises are date of the Event a scheduled start tim necessary equipme
- 7.2 where the venue at back up plan to conditions make it Services outdoors;
- 7.3 You are present thr

ices later than the time agreed for thether or not due to the Event Booking Form), and consequently n that agreed time, then, if the ady to provide the Services at or ed to extend the Services beyond out in the Booking Form.

ond the agreed finishing time and amount of Fees calculated at Our list for the additional time he/she amount [[at the Event] [or] [within e Event]]. That invoice will be due usiness Days after We give it to

or the Entertainer to provide the c) exceeds << Period of Time, e.g. ay if he/she wishes, take a break, and that break period shall be 0, 80, 90>> minute period.]

Services of any special needs of that you have made us aware of ek where reasonably possible to uch children.]

ervices of the number of children tend the Event. We will use all is if the number attending is fewering all reasonable endeavours, the the actual number differing from reentage, e.g. 25%>> We will not sfactory for that reason and to that

ment / props /materials and other Premises but not for cleaning up king sure that rubbish is disposed tidy after the Services have been

to a "Consumer" (as defined in Booking Form will be deemed to consumer" in connection with any

ner to provide the Services on the Form and in good time before the at the Entertainer can set up any

Services is outdoors, You have a Your Premises where weather itable to begin or continue the

e provide the Services;

- 7.4 Your Premises are Services:
- 7.5 the following are a and during the hour
 - 7.5.1 sufficient sp children atte engage in th
 - 7.5.2 such facilit reasonably no more tha
 - 7.5.3 suitable free Entertainer the duration
 - 7.5.4 appropriate
 Premises fo
 in parking, u
 such refresh
 least 48 hou
 arrangemen
- 7.6 the children attend appropriate adults children:
- 7.7 if any children atter ability to take part special needs at least for ensuring that survices:
- 7.8 [neither You nor an use equipment or o Entertainer's expres given for use by Y aspect of the Event
- 7.9 [Where the total p Services (excluding 60, 70, 80, 90>> m mins or more durin the length of the br such a break has be which the Services
- 7.10 if any child/ren or cause damage to Entertainer, You mequipment or prope

8. Events Beyond our Reas

- 8.1 We will not be liab under the contract r
- 8.2 If any event descriful adversely affect Ou will try to inform You suspended and ar accordingly. We will

the Entertainer to provide the

er at Your Premises on the date

b deliver the Services and for the comfortably and/or move about to be Entertainer:

tilities as the Entertainer may ervices, including a power supply rtainer's set up location:

reasonable proximity to allow the ment and park his/her vehicle for

tertainer if he/she will be at Your the Event (including time engaged king up equipment) [unless, where ed, you have notified that to Us at at the Entertainer can make other

perly supervised at all times by han 1 adult to no more than 15

ecial needs which may affect their ovide Us with full details of such re the Event. You are responsible safely attend and engage in the

erson at the Event uses or tries to o Us or the Entertainer without the ot assume that permission will be of any such equipment for any provided by the Entertainer;]

- or the Entertainer to provide the c) exceeds <<Period of Time, e.g. Entertainer to take a break of 10 I not be required to do so unless expressly agreed with Us. Where e included as part of the period for
- (s) at Your Premises negligently roperty belonging to Us or the ne cost of repairing/replacing the I amount of £1,000 for all items.

lay in performing Our obligations beyond Our reasonable control.

.1 occurs that does or is likely to bligations under the contract, We ly possible, Our obligations will be are bound by will be extended event is over and may suggest an

alternative date an may, without liability to that event, and V the Services.

9. Limitation of Liability

- 9.1 We will be respon suffer as a result negligence. Loss of Our breach or neg contract with You damage that is not to
- 9.2 We provide and se use/purposes (for arranged). We will interruption to busin
- 9.3 Whilst we endeavou We agree to provid Event, We are only it is stated in the B take into account responsible or liabl enjoy the Services.
- 9.4 Nothing in this Agre death or personal employees, agent misrepresentation.
- 9.5 Furthermore, if you 2015, or a consur legislation, nothing prejudice, or otherwrights or remedies,
 - 9.5.1 the Consum
 - 9.5.2 the Regulati
 - 9.5.3 the Consum
 - 9.5.4 any other co

as that legislation is

For more details of Advice Bureau or T

10. Changes to Terms and C

We may from time to time giving You notice, but We as is reasonably possible of

11. How We Use Your Persor

- 11.1 To the extent that \ that that personal in
- 11.2 For complete detai personal data inclu data is used, the le

nake the Services available. You ices which We do not provide due Fees that You have paid to Us for

e loss or damage that You may Agreement or as a result of Our if it is an obvious consequence of plated by You and Us when Our be responsible for any loss or

nly for Your personal and private the child for whom the Event is my loss of profit, loss of business, siness opportunity.

and content of entertainment that nd enjoyed by the children at the the age range to be catered for if that We reasonably endeavour to Booking Form, We will not be nt is not content with or does not

will exclude or limit Our liability for negligence (including that of Our or for fraud or fraudulent

fined by the Consumer Rights Act fany other consumer protection ntended to or will exclude, limit, ties or obligations to You, or Your der:

r

ation

me.

ase refer to Your local Citizens'

nditions of this Agreement without endeavours to inform You as soon

otection)

personal information, You warrant d complete.

cessing, storage, and retention of the purpose(s) for which personal using it, details of Your rights and



how to exercise the refer to Our Priv person>>] **OR** [atta

12. Regulations

We are required by the R made available to You as before We accept Your off and Your payment of the I from the context of the tra this Agreement for You to accept Your offer. All of the of the terms of Our contract

13. Information

As required by the Regulat

- 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

14. Complaints and Feedbac

We always welcome feedlendeavours to ensure the nevertheless want to hear any complaint about the Smatter with [Us] OR << Instruction of the control of the

15. Miscellaneous

- 15.1 If You make the B ensure that the per with all of the terms
- 15.2 No failure or delay I means that We or a breach of any pro any subsequent bre
- 15.3 If any provision of invalid or unenforce of this Agreement a affected.

16. Law and Jurisdiction

- 16.1 This Agreement a contractual or other with the law of [Eng
- 16.2 As a consumer, Your country of res reduces Your rights
- 16.3 Any dispute, contro to this Agreemen

haring (where applicable), please from <<insert location/name of

at certain information is given or make Our contract with You (i.e. n of the completed Booking Form at information is already apparent ded the information itself either in ake it available to You before We quired by the Regulations, be parter

and

about any Services or Ourselves count when deciding to make a about Services

a Consumer.

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

nird party, You are responsible to You make the Booking complies preement.

g any rights under this Agreement ht, and no waiver by Us or You of means that We or You will waive other provision.

by any competent authority to be the validity of the other provisions provision in question shall not be

etween You and Us (whether by, and construed in accordance Ireland] [Scotland].

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

aim between You and Us relating between You and Us (whether



contractual or othe England, Wales, stresidency.



o the jurisdiction of the courts of reland, as determined by Your

[Att

TE

:e]

ΡМ

Notes:

- (1) Client accepts and agrees th Form to Entertainer will be the terms and conditions set out it
- (2) Only if and when Entertaine previously signed and submit Entertainer and Client for Entertainer
- (3) The details marked "(Enterta with the remainder to be com to Entertainer.
- (4) Entertainer will not be bound are communicated by Client to
- (5) Additional information/require
 Booking Form will have eff
 However, if Entertainer do
 requirements set out in this E
 the requested booking.
 - Name of entertainer
 ("Entertainer") (as per
 heading in Agreement)
 providing the
 entertainment Services:
 - Address of Entertainer (as per heading Agreement):
 - 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

and return of this completed Booking o book Entertainer's Services on the gned by Entertainer and Client.

s a copy of this Booking Form as iner will there be a contract between

w are to be inserted by Entertainer, nt signs and return the Booking Form

ged to meet any requirements if they any time except as follows.

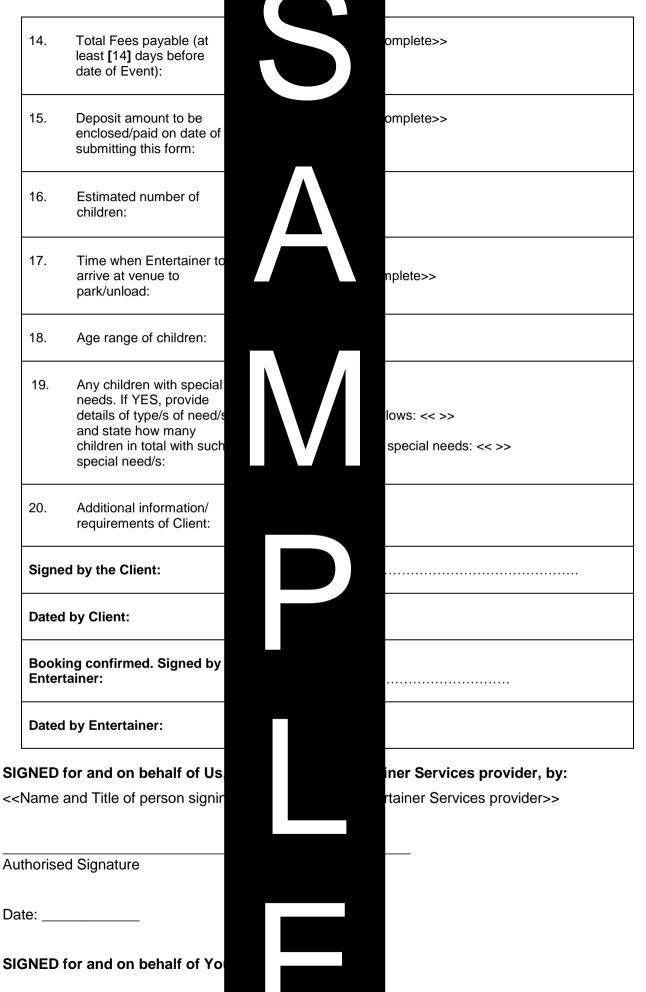
Entertainer by being set out in this act between Entertainer and Client. ch Client additional information or will advise Client that it cannot accept

nplete>>

nplete>>

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, wha is indoor back-up venue location, if any, in case o bad weather: Nature of Event (e.g. 8. birthday party celebration): 9. Format of Event (e.g. tea with entertainment and party games): Type/s of entertainment/ 10. activities comprising the services to be provided. Delete/add as necessary 11. Date of Event: 12. Start time for Entertainer Services: 13. Finish time for Entertaine Services:

mmediately adjoining primary location: w far from primary location: << >> utdoor venue). and specify type, e.g. jewellery making) e, e.g. football)]



<< Name and Title of person signir

Authorised Signature

Date: _____