

BIG ON BOUNCING LIMITED

TERMS AND CONDITIONS OF HIRE FOR BIRTHDAY PARTIES

We ask you the hirer to please read Terms and Conditions for Parties carefully. You will be asked to expressly agree to these booking terms during the Party booking procedure. In these booking terms, "we" mean Big on Bouncing Limited (and "us" and "our" will be construed accordingly); and "you" means our customer or potential customer under these booking terms (and "your" will be construed accordingly).

The advertising of parties on our website, verbally discussed, leaflets and social media platforms constitutes an "invitation to treat"; and your submission of a booking request for a party constitutes a contractual offer. No contract will come into force between you and us unless and until we accept your order in accordance with our procedure detailed below.

Big on Bouncing Limited reserves the right to cancel bookings at any time for circumstances that are beyond their control and /or would endanger customers, staff or anyone within the premises or facilities. Big on Bouncing would give us much notice as possible but we cannot be held responsible for any loss incurred from such cancellations. Big on Bouncing Limited reserves the right to close parts of the play frame, and remove equipment from use during our trading hours for any reason without compensation. We will endeavour to inform you of any non-availability of equipment or facility prior to your party.

We offer Exclusive Hire Parties for 2 hours – Option 1 – 80 minutes in our Play Area and a further 40 minutes in our Party Room and Option 2 – 120 minutes Exclusive Play Time with access to our on site cafe. The cost of both of these Party options is £250.00 inclusive of VAT. If you decide to book option 1 there is an additional charge for our Food Platters. Our on site café will be open throughout your Party Times.

To make an exclusive Party Booking, you will be required to complete our booking form. In the first instance you can reserve your preferred date and time slot on our website www.bigonbouncingparties.co.uk via our online booking system. We will then email you a full booking form or you are welcome to collect one at our centre. We ask this form is returned to us within 3 working days. We will require a £100.00 deposit on all party bookings (which is non – refundable) and is payable within 5 days from date of our Invoice, an Invoice will be sent to you via Quickbooks together with our confirmation paperwork for your booking. At this point your booking will become a binding contract and you are confirming an agreement with Big on Bouncing Limited and accepting our Birthday Parties Terms and Conditions and Rules of Play Policy. If for any reason we are unable to meet your booking request we will telephone you to discuss. We may cancel the contract between us if the deposit is not received from you in full in cleared funds within the timescales set. Final payment for your party and any extras you may have ordered must be paid no later than 10 days prior to the party date; we will forward a further Invoice to you at this time. Failure to pay the balance due within the required timeframe may result in cancellation of the contract and forfeiture of the £100.00 deposit. All our Party prices include VAT where applicable. We confirm that the services provided under these booking terms and policies will be provided with reasonable skill and care. You warrant and represent to us that: You are legally capable of entering into a binding contract, and that you have full authority, power and capacity to agree to these booking terms. The information provided in or in connection with your booking request is accurate and complete. You are entering into the contract under these booking terms as a consumer, and not in the course of a business; and you are at least 18 years of age at the time of booking.

The Maximum Children allowed for an Exclusive Birthday Party is 25, adults are welcome to attend the play centre; however when the Children go to eat in the Food Room a Maximum of 20 adults are allowed in this area, to comply with Health & Safety. Any additional Adults are welcome to stay in our café area until the end of the Party. Guidance below for you of Ratios of Adults to Children in your care.

Infant (younger than 12 months)	1 trained adult should not care for more than 3-4 infants
Young toddler (1-2 years)	1 trained adult should not care for more than 3-6 young toddlers
Older toddler (2-3 years)	1 trained adult should not care for more than 4-6 older toddlers
Pre-schooler (3-5 years)	1 trained adult should not care for more than 6-10 pre-schoolers
School age	1 trained adult should not care for more than 10-12 school-age children

Our Parties are strictly 2 hours (this allows for 80 minutes in the Play area and 40 mins in the Party Room). We do not allow any guests to return to the play area once they have left to go to the Party Room. Your co-operation is vital to ensure that the children do not return to the play area. It is your responsibility to ensure all guests have departed the premises swiftly at the end of the 2 hours with all of their belongings. Our staff will make you aware when you are reaching the end of your party time so you can advise your guests.

Our Party Room is upstairs away from the main play area, if you have any guests that would find using/or unable to use the stairs please advise us at the time of booking and we can organise your Party Room downstairs for you.

We will require your final party numbers and food orders 10 days prior to your party date, together with details of any allergies or medical conditions we need to be made aware of. Please advise us at this stage if you have any highchair requirements. If you receive any late acceptances to your party within reason, we will always try our hardest to accommodate this for you as long as you haven't reached your maximum capacity for your party, please contact us as soon as you are able to. We are unfortunately unable to refund for no shows or unwell children. All parties are non-refundable. In the event of a National or Local Lockdown we will be willing to transfer your party to another date but will not be offering a refund.

On arrival to our Centre, all children and adults must remove their shoes before entering the play area, socks are mandatory for everyone in our centre. All buggies must be stored in our Buggy Park and are not allowed in our Play or Café area for safety reasons. Children/Babies in Car seats - you are welcome to place the car seats in the café area with your table however we ask that car seats are not placed on the tables. Big on Bouncing Limited will not be liable for any accidents resulting from misuse of our furniture in our Centre.

During the period of time in our centre, the Hirer will remain responsible for the supervision of the persons using it and the parents will remain responsible for their children throughout. The hirer and all their guests will be accepting in full our Terms and Conditions of Play policy once they enter our Centre.

Food and Drinks are confined to designated areas only and customers will not be permitted to provide food from home other than a birthday cake, however we operate a strictly NO NUTS AND SEEDS policy. Please note your Birthday Cake will be stored in our upstairs Kitchen area. Unfortunately we are unable to refrigerate your cake. We will supply the hirer an Allergen Checklist for the Cake which we request we receive no later than two days before the party. All food items and drinks for any guests must be purchased from our café.

Food allergies or special dietary requirements can be catered for but we would request advance notice as food orders will be unable to be changed on the day. However we cannot guarantee that our kitchen is allergen free, as traces of nuts may be found. Whilst we will make every attempt to cater for allergies, please discuss these with us in advance as some severe allergies we may not be able to accommodate due to the risks involved. It is the parents or guardians responsibility to monitor the food and drink consumption of the individual child.

Your guests will be able to sing 'HAPPY BIRTHDAY' at the start time allocated in the Food Room, our party Host will light the candles for you and we will then take the cake from you and cut it for you for you to hand out to your guests at the end of the party or placed within any party bags you may supply. We ask this cake is not eaten on our premises.

Party food and selected additional adult food packages will be served in the party room only and adults will not be permitted to transfer any food or drinks from the café area to the Party Room for reasons of safety.

The Hirer is able to supply Balloons, which will be restricted to our Party Room; however the hirer will need to take these with them at the end of the party time. We ask that there are no party poppers, streamers or piñatas. We do not allow decorations on the walls of the party room as this can cause damage.

We would ask that the hirer supplies a guest list on arrival to our centre of all guests attending. We ask the hirer to notify all guests not to arrive any more than a few minutes before the party start time. Unfortunately late comers will not receive any additional time.

We operate a no smoking and Alcohol policy on and outside our premises for all customers.

Big on Bouncing Limited reserves the right to remove any Adult or Child from the Centre if they are rude, aggressive verbally or physically, or continually disobey our rules.

Without prejudice to the statutory right of cancellation you may cancel a party booking up to 6 weeks before the party is due to begin (in which case you will forfeit the £100 deposit). If you request to cancel a party booking less than 6 weeks before the date it is due to begin, or if you fail to attend a party, no refund will be given and you will be invoiced for full payment of your party. In order to cancel a contract on this basis, you must inform us by writing via email to info@bigonbouncingparties.co.uk. Your notice of cancellation must be received by us on or before the relevant date set out above. If you reduce your party numbers or other extras that you have ordered less than 10 days prior to the party date no refunds will be given.

You may cancel a party booking at any time within 5 days following the completion of the contract in accordance these booking terms, providing that the party event has not actually commenced during that period. In order to cancel a contract on this basis, you must inform us you must inform us by writing via email to info@bigonbouncingparties.co.uk. Any statutory rights which you have as a consumer, which cannot be excluded or limited, will not be affected by the booking terms. If you do need to cancel the contract and are entitled to a refund, this will be processed to the originally payment method you used to pay for the purchase. This refund will be processed as soon as possible, and no later than 14 days of us receiving your writing cancellation notice. If you are entitled to a refund due to prepaid items more than 10 days before your event we will process the refund using the same method originally used by you to pay for your purchase. We will process this within 14 days of being notified in writing of your valid reason for a refund.

LIMITATIONS AND EXCLUSION OF LIABILITY

Nothing in the party booking terms will:

- Limit or exclude the liability of a party for death or personal injury resulting from negligence;
- Limit or exclude the liability of a party for fraud or fraudulent misrepresentation by that party;
- Limit any liability of a party in any way that is not permitted under applicable law; or
- Exclude any liability of a party that may not be excluded under applicable law. Any statutory rights which you have as a consumer, which cannot be excluded or limited, will not be affected by the party booking terms.

The limitations and exclusions of liability set out in this Section and elsewhere in the booking terms are subject to the preceding paragraph and govern all liabilities arising under the party booking terms or in relation to the subject matter of the party booking terms, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

We will not be liable to you in respect of any losses arising out of a force majeure event. Force majeure events are defined as certain acts, events or circumstances that are beyond our control. If there was to be force majeure event which gave rise to a failure or delay in us performing our obligations under these terms and conditions, those obligations will be suspended for the duration of the force majeure event.

We will not be liable to you in respect of any business losses, such as loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

Contracts under these party booking terms may only be changed and will be agreed in writing by both parties. We may revise our booking terms and conditions from time-to-time, but such revisions will not affect the terms of any contract we have entered into with you. We suggest you print a copy of our Terms and Conditions for Party Hire for your records. If any provision of these party booking terms is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect, and such invalid or unenforceable provisions or portion thereof will be deemed omitted. No waiver of any provision of these party booking terms, whether by conduct or otherwise, in any one or more instances, will be deemed to be, or be construed as, a further or continuing waiver of that provision or any other provision of these party booking terms. You may not assign charge, sub-contract, and sublet or otherwise transfer any of your rights or obligations arising under these party booking terms. Any attempt by you to do so will be null and void. We may assign, charge, sub-contract or otherwise transfer any of our rights or obligations arising under these booking terms, at any time – providing such action does not serve to reduce the guarantees benefiting you under these party booking terms.

Each contract under these party booking terms is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, any other person. The right of the parties to terminate, rescind, or agree any amendment, variation, waiver or settlement under such contracts is not subject to the consent of any person who is not a party to the relevant contract.

These party booking terms contain the entire agreement and understanding of the parties in relation to parties booked on our website, in person, or in writing via what's app, text, email, social media platforms and supersede all previous agreements and understandings between the parties in relation to parties booked; and each party acknowledges that no representations not expressly contained in these party booking terms have been made by or on behalf of the other party in relation to the booking of party events.

These party booking terms will be governed by and construed in accordance with English law, and the courts of England and Wales will have exclusive jurisdiction to adjudicate any dispute arising under or in relation to these booking terms.

Big on Bouncing Limited will help maximise your children's enjoyment from the play experience they are not however a replacement for parental supervision. Parents/Guardians should not that whilst every consideration has been given for the safety of children using the play centre, Big on Bouncing Limited cannot be responsible for accidents and do not accept liability which occur as a result of children or adults playing on any of the equipment, furniture or within their facilities or car parking area.

Please booking a Party with us you are confirming your acceptance of our Terms and Conditions of Parties and our Rules of Play for all members of your Booking.

Company Name: Big on Bouncing Limited
Registered Address: 17 Wendover Road, Burnham, Bucks, SL1 7ND
Trading Address: Unit 1, Kelpatrick Road, Slough, Berkshire, SL1 6BW
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Email: info@bigonbouncingparties.co.uk
Website: www.bigonbouncingparties.co.uk
Company Registration Number: 05528069
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