

PARTY BEANS
PRIVATE CUSTOMER TERMS AND CONDITIONS

These Terms and Conditions govern the arrangements agreed between the Customer, the Entertainer and Party Beans.

1. Definitions

In these Terms and Conditions:

“The Customer” means the customer booking the Entertainer for the Party, who will be identified in the Party Beans Booking Form and the Entertainer Booking Confirmation

“The Entertainer” means the entertainer for the Party, who will be identified in the Entertainer Booking Confirmation

“Party Beans” means Party Beans Ltd

“Party Beans Booking Form” means the booking form between Party Beans and the Customer in respect of a Party

“Entertainer Booking Confirmation” means the booking confirmation agreement between the Customer and the Entertainer for the provision of entertainment services at a Party

“Party” means the Party Beans party which has been booked by the Customer

“Booking Fee” means the booking fee payable to Party Beans for matching the Customer and the Entertainer and organising and managing the booking

“Entertainer Fee” means the fee payable to the Entertainer for providing the services in relation to the Party

1. The role of each party

Party Beans organises and manages the Entertainer for the Party and is the owner of the “Party Beans” brand. The Customer books the Party with Party Beans by paying the Booking Fee.

The Customer enters into the Entertainer Booking Confirmation to engage the services of the Entertainer. The Entertainer provides their services to the Customer as legal principal. (Party Beans does not provide the services of the Entertainer.) Party Beans has no responsibility for any breach of the Entertainer Booking Confirmation by the Customer or the Entertainer.

2. Confirmation of booking

All bookings are confirmed immediately upon receipt by Party Beans of the Booking Fee. The attendance of the Entertainer at the Party will be confirmed by confirmation of the Entertainer Booking Confirmation by both the Customer and the Entertainer. All bookings and Entertainer Booking Confirmations are subject to these Terms and Conditions which are non-negotiable.

3. Fees

The Booking Fee will be set out in the Party Beans Booking Form. The Customer will pay the Booking Fee to Party Beans in full by bank transfer on confirmation of the Party.

The Entertainer Fee will be set out in the Entertainer Booking Confirmation. The Customer will pay the Entertainer Fee to the Entertainer in full in cash on the day of the Party.

4. Customer responsibilities

It is the responsibility of the Customer:

- To provide a suitable space for the Party with sufficient space for the agreed number of children and the planned activities
- To ensure that the venue for the Party permits children's parties
- To set up the Party and to tidy up after the Party
- To ensure at least 2 adults will be present throughout the Party (excluding the Entertainer)
- To notify the Entertainer or Party Beans as far in advance as possible of any allergies, sensitivities, injuries or disabilities of anyone attending the Party
- To be responsible for the general supervision of the children attending the Party. (The Entertainer's responsibility is limited to supervising the activities being organised by them.)
- To ensure that children only leave the Party with an authorised parent or guardian
- To provide free parking as close to the Party venue as possible, or to reimburse the Entertainer the cost of parking if free parking is not available

5. Cancellation

The Booking Fee is non-refundable, except as set out below.

If the Customer cancels the Party with more than 7 days' notice, Party Beans will endeavour to reschedule the Party (but this may be with a different Entertainer). If the rescheduled Party takes place within 12 months of the original date, the Booking Fee will be carried forward as the booking fee for the rescheduled Party.

In the unlikely event that the Entertainer cancels their attendance at the Party, Party Beans will endeavour to find a replacement entertainer. If Party Beans is unable to secure a replacement Entertainer, the Booking Fee will be refunded in full, but neither Party Beans nor the Entertainer will have any further liability to the Customer.

6. Liability

Neither the Entertainer nor Party Beans shall have any liability for (i) lost, damaged or stolen property arising at the Party (ii) any injury arising from the activities undertaken at the Party (but nothing in these Terms and Conditions shall limit or exclude any liability that cannot be excluded by law).

The Customer will be responsible for any damage to the Entertainer's personal property and for any damage to the Party venue (including any furniture, property or equipment within it) except where caused by the negligence of the Entertainer.

Neither the Customer, the Entertainer nor Party Beans shall be deemed to be in breach of these Terms and Conditions or otherwise liable to the other as a result of any delay or failure in the performance of its obligations if and to the extent this is caused by Force Majeure. 'Force Majeure' shall mean any circumstances outside the reasonable control of the party so affected, including (without limitation) act of God, natural or unnatural disaster, fire, flood, earthquake, adverse weather conditions, accident, epidemic, strike or other labour dispute, civil or political unrest, state funerals or days of public mourning, riot, insurrection, war (declared or undeclared), military operations, act of public enemy, threat or act of terrorism or sabotage, royal bereavement, act of any government or governmental agency, or other cause of a similar nature not reasonably within the control of either party or which such party could not by reasonable diligence have avoided, with the effect that the party affected is materially hampered in performing their obligations.

In the Event of Force Majeure preventing the Party from taking place, Party Beans, will endeavour to reschedule where possible, which may include substituting the Entertainer for an alternative entertainer.

7. Data

Party Beans will comply with all relevant data protection laws and regulations in connection with the booking and the Entertainer Booking Confirmation.

8. General

Nothing in the booking or Entertainer Booking Confirmation shall create or be deemed to create any relationship of employment, partnership or joint venture between the parties. A person who is not a party to this Agreement shall not have any rights under the Contract (Rights of Third Parties) Act 1999 to enforce its terms.

The Party Beans Booking Form, Entertainer Booking Form and these Terms and Conditions set out the entire agreement between the parties in relation to their subject matter and may only be amended in writing signed by both parties.

The arrangements agreed between the parties are governed by the laws of England and Wales and the parties hereby submit to the non-exclusive jurisdiction of the courts of England and Wales in connection with any dispute arising hereunder.