

## **PARTY BEANS B2B TERMS AND CONDITIONS**

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

### **1. Definitions**

In these Terms and Conditions:

**“The Customer”** means the customer booking the Party, who will be identified in the Booking Form

**“The Entertainer”** means the entertainer for the Party

**“Party Beans”** means Party Beans Ltd

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

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

**“Fee”** means the fee payable to Party Beans in respect of the Party

### **1. The role of each party**

Party Beans is the owner of the “Party Beans” brand. Party Beans organises the party and provides the services of the Entertainer for the Party. The Customer books the Party with Party Beans by paying the first instalment of the Fee.

### **2. Confirmation of booking**

All bookings are confirmed immediately upon receipt by Party Beans of the first instalment of the Fee. All bookings are subject to these Terms and Conditions which are non-negotiable.

### **3. Fees**

The Fee will be set out in the Booking Form. The Customer will pay the first instalment of the Fee to Party Beans by bank transfer on confirmation of the Party, and the balance of the Fee not later than one week after the date 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 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 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(s)). If the rescheduled Party takes place within 12 months of the original date, any part of the Fee which has already been paid will be carried forward towards the 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(s). If Party Beans is unable to secure a replacement Entertainer(s), the Fee will be refunded in full, but Party Beans will have no further liability to the Customer.

## **6. Liability**

Party Beans shall have no 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 Party Beans' or 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 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.

## **7. Data**

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

## **8. General**

Nothing in the booking 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 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.