

CHRISTMAS PARTY TERMS AND CONDITIONS

The Christmas at the OK Corral, Arabian Nights, Moonlit in Marrakech, From Russia With Love, A White Russian Christmas, Christmas at the Moulin Rouge, Haunted House, Midnight in Monte Carlo, Echoes of the Orient, Christmas... and all that Jazz, The Roaring Twenties, Lost in Atlantis, Grease – The Best Christmas Party Ever!!, Hot in Havana Christmas Parties and Best Parties Ever are run by Best Parties Ever Ltd, which is part of the Dwellcourt Group of Companies, and is hereafter termed 'The Company'. These terms and conditions apply to all functions relating to the Christmas Parties.

1. CONFIRMATION OF BOOKINGS

- i) A booking is only confirmed upon the company's receipt of a signed and completed booking form and the appropriate deposit.
- ii) The deposit is non-refundable and non-transferable upon cancellation or number reduction.
- iii) Attendees will be strictly over 18 years old only.
- iv) Where an Agent chooses to sign our booking form on behalf of a client it accepts responsibility, under our Terms & Conditions, for all participants, including any liabilities arising thereof.
- v) Full payment will be required no later than six weeks before the function. For any late bookings for which the invoice is issued within six weeks of the function, the invoice must be paid within 2 weeks of the invoice date. Failure to pay within this time will result in the cancellation of the booking and the forfeiture of any deposit paid.
- vi) If numbers should rise following this payment, the Company, will try to accommodate the additional guests but this will be at the company's discretion.
- vii) If numbers should reduce after full payment no refunds shall be made.
- viii) When Pre-Ordering drinks, the Drinks Order Form along with full payment must be received at least 2 working days before the party. Drink Orders received after this time will be confirmed at the company's discretion. The Drinks Order will only be processed when accompanied with full payment. When ordering Drinks Packages a minimum order of one package per person applies, this must be the same package for each and every person within your booking.
- ix) Un-used Drink Tokens will be refunded, if returned within 14 days of the party date, at the price they were purchased at. If the drinks tokens were purchased as part of a drinks package they will be refunded at the reduced rate at which they were purchased.
- x) Dodgem Tokens are non-refundable.

2. CHARGES

- i) The Client agrees to pay all charges on the due date.
- ii) If there are queries on any part of an invoice, the Client will pay the undisputed balance of the sum owing on the date due and the remainder on resolution of the query.
- iii) All published ticket prices are exclusive of VAT, which will be added at the current rate.
- iv) All Credit Card Payments will be subject to a 1.5% plus VAT processing charge.

3. CLIENTS USE OF THE PREMISES

- i) The Client and persons attending the function shall:
 - a) comply with all licensing, health and safety and other regulations relating to the premises.
 - b) not bring any dangerous or hazardous items onto the premises and to remove any such items promptly when requested to do so by a member of Company management or any other such authorised person.
 - c) not consume any food or drink on the premises not supplied by the Company or its authorised caterers, without the Company's prior written consent.
 - d) not act in any improper or disorderly manner, leave promptly at the appropriate time and comply with any reasonable request by the Company's employees.
- ii) Any person or item in breach of these conditions may be refused admission to or be removed from the premises.

4. CANCELLATION BY THE COMPANY

- i) The Company may cancel the bookings under the following circumstances:
 - a) If the premises or any part of it is unavailable due to circumstances outside of its control.
 - b) If the Client becomes insolvent or enters into liquidation or receivership.
 - c) To avoid breach of these conditions.
 - d) If it might prejudice the reputation of or cause damage to the Company.
- ii) In such an event, the Company will refund any advance payment made but will have no further liability to the Client.

5. CANCELLATION BY THE CLIENT

- i) If the Client cancels a reservation with written confirmation, after deposits are paid, these deposits will be retained.
- ii) If the Client cancels a reservation with written confirmation, after a signed booking form or booking amendment form has been received, this will result in a £15 cancellation charge per person.
- iii) If the Client cancels a reservation with written confirmation, after full payment, no refunds can be made.

6. LIABILITY

- i) The Company will be liable to the Client and/or persons attending the function for injury to persons or loss or damage to property only where and to the extent that it has been negligent but otherwise will be under no liability to them whatsoever.
- ii) The Client will be liable for any loss or damage to the Company's property including walls, light fittings and equipment (including items hired for their use) or injury to any person including the Company's staff and shall indemnify the Company against any loss or liability (other than the Company's liability in i) above) arising from the function.
- iii) The Client is advised to consider arranging insurance for the function covering public liability and loss or damage to its property and that of persons attending the function.

7. GENERAL

- i) The Company will take all reasonable steps to fulfil the reservation to the best of its ability and in accordance with the details provided. However, it reserves the right to provide alternative services of at least an equivalent standard at no additional costs to the Client.
- ii) The Client shall not be entitled to assign the booking to any third party nor utilise the Company's facilities, other than for the purposes agreed.
- iii) The Company reserves the right to pass onto the client any additional costs incurred by them in respect of goods and services requested during the course of the function or caused by the Client not adhering to the agreed times of services.
- iv) Whilst the Company has taken all reasonable steps to ensure that the information contained in its brochures, tariffs, leaflets and advertisements is accurate, it reserves the right to alter, substitute or withdraw any service, facility or amenity without notice if necessary.
- v) Notwithstanding anything contained in these Terms, the Company will not be liable for any failure to perform its obligations to the Client in whole or part as a result of any of the following circumstances:
 - a) Strikes
 - b) Other industrial action(s)
 - c) Fire at or near the premises
 - d) Flood at or near the premises
 - e) Civil unrest, dispute or commotion
 - f) Act of God
 - g) Legal action against the Company, not resulting from its negligence, preventing the supply of services
- vi) Written confirmation of the reservation shall be deemed to be acceptance of these conditions.
- vii) This agreement shall be subject to the law of the country in which the premises is situated.