JAM2000 HQ PARTY TERMS & CONDITIONS

1. Definitions

A Baby a child less than six (6) months old The Company the Windmill Studio Limited The Client the Party hiring the Company The Conditions these Terms and Conditions

 $\textbf{The Contract}\ the \ Hire \ Contract overleaf and \ the se \ Conditions$

The Deposit a payment of the agreed fee as set out in the Booking Form The Event the function as described in the Booking Form The Studio a suite designed for the Event at The Windmill Studio 106A Pembroke Road, Ruislip, Middlesex HA4 8NW

2. Applications

 $\dot{\text{These}}$ conditions form part of the Contract and are accepted fully by the Client when confirming booking of the Event.

3. Booking Arrangements and Payment

- (a) All correspondence relating to the event should be via email: windmillstudioparties@gmail.com, phone, google forms and alike.
- (b) A provisional booking must be made by email or phone, but unless confirmed within seven (7) days from the date of original notification, shall be cancelled without further reference to the prospective Client.
- (c) Once the date is confirmed, the deposit and/or balance is paid, the Company is not under any obligation to transfer the date or refund. Special conditions; if the birthday child is unable to make their own party due to ill health, or other unfortunate reasons with written proof in place, The Windmill Studio is within their rights to use Management discretion concerning cancellation or postponement for each or any individual case.
- (d) (i) The tariff within the Event Information Sheet sets out the details in respect of our charges. No later than seven (7) days before the Event the Client must present to the Company a list in writing of all the names, ages, allergies or dietary requirements, details of any infectious illness or injury recently suffered of ALL children that will be attending the Event together with details of any adult refreshment required as selected from the Company's menu. It is emphasised that the list must include the details as set out above of ALL children attending the Event including any siblings and all babies and such number will be included within the cost:
 - (ii) At this time the final balance of the account must be paid. The Company will invoice the Client by email and all payments must be paid via our ONLINE invoicing system.
- (e) Any reduction in the number of children attending the Event does not entitle the Client to a reduction in the agreed contract price. However, if the number of children is increased from the list the Company will make additional charges.
- (f) Once the deposit has been paid, unless a full 21 days is given in advance to cancel their existing booking, the Client will be responsible to pay for that cancellation and will be charged for a minimum of 10 children.

4. Catering

- (a) The Company provides basic children's party food, ie cold drinks, sandwiches and other snacks which are freshly prepared by Company staff. In order to comply with all Food Hygiene Regulations such food must be prepared and served by Company staff;
- (b) All menus may contain cereals, eggs, milk, custard, nuts and sulphur dioxide, but all allergies can be catered for. Clause 3(d) emphasises the need for all allergies to be disclosed, so we can accommodate all requirements. Further information is available.
- (c) All food consumed on the Company's premises must be supplied by the Company, no other food of any kind is permitted on the premises including any that is required by any of the guests for dietary purposes. The only exception to this is the Birthday Cake provided by the Client for their child. However the cake is not to be consumed on the premises.
- (d) In order to comply with Health & Safety Regulations all adult refreshments must be consumed in the reception area. A breach of this term could lead to the Company being prosecuted.

5 Entertainment

Entertainment is provided by the Company in accordance with the activity and event booked by the Client and that only

6 Health and Safety

Smoking, vaping or alcohol are prohibited on the Company's property.

- (b) Fire exits must not be blocked or impeded in any way;
- (c) The Client and persons attending the Event must comply with all instructions given by the Company's staff;
- (d) Any make-up, glitter tattoos, nail varnish or face paints used in our parties are designed for sensitive skin. However...
- (e) The Company will not be liable for any allergic reaction caused to any guest however or whenever caused if the Company has not been notified in writing of the allergy prior to the Event;
- (f) Buggies can only be left in the foyer area of the Company's premises and are not permitted in the Party Studio. Clients and guests are however welcome to bring into the Studio baby carry seats and slings, but if required, bumbo chairs are available upon request:
- (g) All children four (4) years and under must be accompanied by a parent or guardian. A parent or guardian shall be present and available for their child and our staff throughout the Event.

7. Photography

The Company has no objection to the Client taking photographs or video recordings of the Event except during a Pop Video Party, where video recording is not permitted. The Client may permit his/her guests to do the same. However the Company objects to the use of such photographs or video recordings being used either commercially or used for public display.

Liability

- (a) The Client will be liable for all damage caused by his/her acts or those of any child which they have brought on to the premises due to default or negligence. In order to assist in this respect the Client should ensure that all children wear suitable shoes;
- (b) The Client shall be responsible for ensuring all persons attending the Event shall behave in a seemly manner and comply with all instructions given by the Company's staff. If the unseemly behaviour is such that in the opinion of the Company's staff it is disruptive to the Event, the Company retains the right to eject unseemly or unruly guests or children;
- (c) The Company will not tolerate rude or abusive language or behaviour to staff and in the event of such occurrence retains the right to terminate the Event and to keep all monies received in respect thereof;
- (d) The Company is not liable for a Client or his/her guests personal property. The Client and the guest must take care of all personal items whilst on the Company's premises. The Client indemnifies the Company for all claims made against it irrespective of type unless such claim is based upon the negligence or breach of contract of the Company's contractual responsibilities.

). Force Majeure

The Company shall not be liable for any failure in its performance of any of its obligations under the agreement caused by factors outside its control. Should such circumstances arise the Company will give written notice to the Client at the earliest opportunity.

10. Regulations

- (a) Doors open 10 minutes before your party time slot and not before.
- (b) the Company is within their rights to charge for any additional child joining in the Event that is not included or paid for within the Children's Attendance List.
- (c) the Company has the right to request any person to refrain from talking inappropriately and/or too loudly within the party studio. Parking facilities are available in the public car park to the rear of our centre. It is the responsibility of the Client to check the charges and to inform their guests. (Travel & Parking Information sheet available). the Company will not be held responsible for any parking fees or fines. This is first and foremost a children's party.

11. Applicable Law

This Contract is subject to the law of England and Wales and the parties subject themselves to the jurisdiction of the English courts.