



Terms and Conditions

INDOOR SLEEPOVER PARTY EQUIPMENT HIRE, PROCEDURE AND REFUND POLICIES

1. Booking Information

1.1 When we say 'you' or 'your', we mean the person named on the invoice.

1.2 When we say 'we' 'us' or 'our', we mean 'The Dinky Den Company'.

1.3 When you provisionally book a party, we will hold the booking date for 24 hours. Party dates not confirmed within these times will be re-released.

1.4 We require a deposit of 50% (non-refundable) to confirm your party booking. The remaining balance is due one week prior to the date of your party set-up.

1.5 Final balances must be paid prior to the set-up of your party booking. Set-ups will not be undertaken until any balance is paid and if the balance is not paid, we reserve the right to cancel the party booking.

1.6 We must receive confirmation of the final number for your sleepover party, and your package choices, no later than 7 days prior to the date of the party booking. If you choose to downgrade your party booking after this time, we will still charge you for your original party booking price, with no refund.

1.7 You must disclose the property type and details of how the property can be accessed at the time of making your party booking. In the event that access is limited or difficult it is at our discretion whether the booking is accepted. We will accept no liability or responsibility if we arrive and find that restricted or difficult access means your party booking cannot go ahead. We also accept no liability or responsibility if we arrive to find you do not have the necessary permissions/ permits in place for the hire of our goods and services which means your booking cannot go ahead. No refunds will be given if your booking cannot go ahead because of difficult access / needing permits / permissions which has not been disclosed at the time of booking. If your party booking will take place on any property level other than

the ground floor, you may be required to carry our hire equipment to the location for set-up.

We accept no liability or responsibility for accidents or damage which may occur if you choose to carry our equipment to any other property level.

1.8 You are responsible for providing our staff with all relevant medical and/or dietary information for all children attending your party booking. We take no responsibility for allergies (including skin, food, fabric, materials etc.) where we are not advised in advance of the child's condition. We are likewise not responsible at any point, for the welfare of the children at the parties, which remains your full responsibility. You must ensure the safe use of our hire equipment, the wooden den frames are not play items. The den frames are strictly for display purposes and to sleep inside. Under no circumstances should the dens be climbed on or moved once they have been set up. Bunting and lighting can represent a risk of strangulation and children must be supervised at all times when the decoration is displayed.

1.9 It is your responsibility to ensure the accuracy of the information given to our staff and to pass over such information in sufficient time for our staff to perform the contract safely and without risk, within at least 7 days of the party booking taking place to avoid any last minute disappointment.

1.10 You are responsible for ensuring adequate indoor space is available for the equipment to be set-up and arranged. The space required for one tent and mattress is 70cm x 190cm. The breakfast trays are 56 x 36cm and are usually placed in front of each bed if there is room, however these can be placed elsewhere, for example on the end of the mattress.

We will not refund in full or in part the monies paid in the event that adequate space is not available to set-up the equipment.

1.11 We reserve the right to make any changes to the services and set-up and collection times as is deemed necessary.

1.12 You are responsible/ liable for any damage or injury occurring from or as a result of inappropriate use or misuse or reckless use of any of our equipment. See Damage Charges Below.

1.13 Smoking and pets are not permitted in the proximity of our equipment. See Damage Charges Below.

1.13a Our equipment must not be used outdoors without our express prior agreement. This must be approved by our staff at the time of your party booking and requests will not be considered after deposit is paid.

1.14 It is your responsibility to ensure that children are supervised at all times. We will charge you for the costs of any damage to any property caused by your breach of this clause. See Damage Charges Below.

1.15 It is your responsibility to ensure children comply with all reasonable instructions us to ensure the safety of the attendees and other persons present. We may suspend the event if you are in breach of this clause.

1.16 We will accept no liability or responsibility for any damages caused to you including; costs, losses, claims, expenses, demands and proceedings including your property, any third party and their guests, or any consequential loss in these regards.

1.17 We shall use all reasonable endeavours to provide the services in accordance with the contract and shall perform the services with reasonable skill, care and diligence.

1.18 We shall process all data in accordance with the European General Data Protection Regulation (GDPR) 2018.

1.19 Some produce used may contain traces of nuts or may have been made in a factory that traces of nuts or may have been made in a factory that handles nuts.

1.20 It is not our intention to violate any copyright laws and all themes are only inspired by popular trends.

2. Supervision

2.1 You are responsible for the care and safety of all children and should ensure that all parents/ guardians are aware that we are not responsible for the care and safety of the children.

2.2 You will be required to take responsibility for all children that have been left by their parents/ guardians.

2.3 We would recommend that you take contact telephone numbers of all children attending if their parents/guardians are not staying. We also recommend you clarify any medical and/or allergic conditions at least 7 days in advance of the party.

3. Cancellation (by you)

In the unfortunate event the party is cancelled the following refund policy will be applied:

3.1 Cancellation of the party will forfeit the deposit paid.

4. Cancellation (by us)

In the unfortunate event we need to cancel your party booking:

4.1 We reserve the right to cancel your party booking at any time, for any reason. (We will always endeavour to give you as much notice as possible).

4.2 Upon any such cancellation we will refund you any monies paid in respect of the party booking, within 28 days, should any refund be due but we will not be liable to pay any compensation to you or any other person for any loss, damage or expenditure arising directly or indirectly from the cancellation.

4.3 We reserve the right to terminate the booking without notice if there is a breach of these conditions, a breach of these conditions forfeits the right to a refund if the hire or services are cancelled due to non-payment 7 days prior to the booked hire date.

5. Liability

5.1 Nothing in these terms shall limit or exclude our liability, which may not be limited or excluded by law, including without limitation, liability for death or personal injury caused by us or negligence.

5.2 Subject to the above we shall have no liability (whether arising under contract, or for breach of statutory duty or otherwise) to the extent that such liability would not have arisen but for your breach of the contract.

5.3 Subject to the above clauses our liability for all claims in relation to the contract (whether arising under contract, or for breach of statutory duty or otherwise) shall not exceed the price paid by you.

5.4 This contract is governed and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the courts of England.

5.5 No information included in this booking will be disclosed to any third party, unless further services have been requested to be arranged on your behalf by us, such as children's entertainment, balloon hire, cake maker, face painting.

5.6 It is your responsibility to inform guests accordingly of the above terms and conditions.

5.7 We have suitable public liability insurance and take the upmost care to ensure the safety of all party guests at all times. Please ask us if you would like to see a copy of our public liability insurance certificate.

5.8 We use quality products and follow strict hygiene routines.

5.9 Liability cannot be taken for reactions or injury sustained whilst attending a party or thereafter.

5.10 All persons using our equipment do so at their own risk and it is you who is responsible / liable for any damage or injury occurring from or as a result of inappropriate use or misuse or reckless use.

5.11 This information is given for the safety of all people attending a party hosted by us. It is your sole responsibility to ensure that they are understood and adhered to by all party guests invited.

Damage Charges

Equipment, damage(s) and cost(s) in £.

Broken or damaged frame, 45.00, per frame

Broken or damaged cover/fabric, 45.00, per canopy

Broken, damaged or tangled fairy lights, 5.00, per set

Broken, damaged or tangled bunting, 15.00, per length used

Broken, damaged or graphitized breakfast tray, 15.00, per tray

Nail varnish and/or irrevocable stains on any item of bed linen, 15.00, per item

Damage to, or missing, mattress, 50.00, per mattress, Damage to, or mission, cushions, 20.00, per cushion

Damage to, or missing, lamp or lantern, 10.00, per item

Damage to, or missing, floor mat or rug, 15.00, per item

The Dinky Den Company

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Directory: C:\Users\Laura-jane.LAURA\Documents
Template: C:\Users\Laura-jane.LAURA\AppData\Roaming\Microsoft\Templates\Normal.dotm
Title:
Subject:
Author: Laura-jane Mitchell
Keywords:
Comments:
Creation Date: 14/05/2020 21:13:00
Change Number: 2
Last Saved On: 14/05/2020 21:13:00
Last Saved By: Laura-jane Mitchell
Total Editing Time: 2 Minutes
Last Printed On: 18/05/2020 15:35:00
As of Last Complete Printing
Number of Pages: 5
Number of Words: 1,684
Number of Characters: 8,088 (approx.)