

# Terms & Conditions, Liabilities - 2024

# **Booking Information**

- 1. The 'Hirer' or Client means the person signing the booking form for the hire of the equipment. The use of 'We, us, their or our' means us at, Strawberry Moon Sleepovers.
- A 10% deposit will secure your party date. Please request/return the booking form to secure your date. The deposit amount is required within 48hrs of returning your booking form or we my give your date up to someone else. This 10% deposit is non refundable although it can be transferred to another available date.
- 3. Payment of the final balance of your order needs to be paid 10 days prior to your sleepover, this is so we can prepare the items required for your sleepover.

(3a) Damages - As we are a hirer company we require payment for any breakages or heavily soiled goods within 7 days after your booking so we can replace these items as soon as possible.

(3b)Strawberry Moon Sleepovers will provide you with the current itemised price list to work out any extra costs owed to them by you, the Hirer to tick if such damages have occurred. Payment can be made by BACS transfer using the same bank details are shown on your booking form. Or you can request a business PayPal invoice which also enables you to pay by other means, a £3 admin fee for will apply.

- 4. We ask that you The Hirer/client leave the equipment in position so that on collection we can also check for damages as we pack away. If you have booked their DIY set up/collection then they will check the equipment for damages at their base/site and contact you within 48hours.
- 5. The final numbers & choices must be confirmed at least 10 days prior to the party date. Any reductions in number of guests after this time will still be charged at the previous booking rate with no refunds due.
- 6. In unforeseen circumstances Strawberry Moon Sleepovers reserves the right to make any changes to the services as deemed reasonable or necessary without notice to the hirer. If the required service is less than originally requested, the requisite funds will be made to the hirer. Refunds will not be issued to 'the hirer' by Strawberry Moon Sleepovers once the event has been carried out. Only under exceptional circumstances may a partial refund or voucher may be offered.
- 7. In adverse or extreme weather conditions or emergency family situations, illness or breakdown situations, basically anything that is beyond their control, Strawberry Moon Sleepovers may not be able to set up for your event. In these extreme circumstances Strawberry Moon Sleepovers will contact you asap and an alternative date or full refund would be offered,
- Mileage: Our hire prices include free delivery within ten miles of YO23 7AE, door to door, so for e.g if delivery and set up across the 4 journeys equates to 40 free miles in total. For any extra mileage there will be a small charge of 65P per mile.

#### Allergies

- 9. We at Strawberry Moon or not insured to supply food, confectionary or spa treatments.
- 10. It is 'The Hirer' /clients responsibility for obtaining all relevant medical/dietary/allergy information from the parents/carer of all children attending the party.
- 11. The Hirer' also is requested to advise Strawberry Moon Sleepovers of the information the hirer has received from those attending. Strawberry Moon Sleepovers will take no responsibility at any point for allergies, (including skin, food, materials, detergents & other allergies and extreme reactions). Strawberry Moon Sleepovers are not responsible at any point for the welfare of the guests during/after the party.

(11a) The Hirer is responsible for ensuring the accuracy of the information. It is 'The Hirers' responsibility to provide Strawberry Moon with any such allergy information on the booking form and to notify Strawberry Moon Sleepovers of any changes or updates prior to the hire date.

### Supervision, Safety Information & Use of Equipment.

- 12. 'The Hirer/client' is responsible for the care & safety of all their children/guests and 'the hirer' should ensure that all parents/guardians are made aware that Strawberry Moon Sleepovers are not responsible for the care & safety of their children.
- 13. It is 'The Hirers' responsibility to ensure that the guest/children are supervised at all times. 'The hirer' is responsible/liable for any damage or injury & safety of guests occurring from misuse or reckless use of the equipment supplied by Strawberry Moon Sleepovers.
- 14. Please do not allow guests to eat/drink inside/underneath the tents/teepees. Please use the meal trays provided. An extra cleaning charge may occur for excessive food staining on our fabrics & equipment.
- 15. Our tents are designed to be used by children 3yrs and over. Our sleepovers are suitable for children age 3+ with full supervision, however we recommended children feel more secure with a sleepover at the age of 6+ with adequate supervision, therefore this is the age we recommend.
- 16. All guests/children must be fully supervised whilst using our spa or picnic hire equipment.
- 17. The 'Hirer' needs the ensure there is sufficient space available for each teepee set up using the measurements shown on the booking form at the point of hire. A refund will not be given on the day if there is not enough space available to safely set up using Strawberry Moons safety/risk assessments.
- 18. Please ensure that children/guests do not move or dismantle the equipment once in position.
- 19. To prevent any potential hazard, please ensure the children/guests do not run, in, around or inbetween the teepees.
- 20. To reduce fire risk. Please ensure all electrical appliances in the room of hire are unplugged at nightime and that no phones are left on charge in the room where the sleepover is taking place.
- 21. The tents must <u>not be</u> located in a room with an open flame such as a candle, open fire, gas fire, or any other source of flammable substance.
- 22. Please do not smoke near or in the same room as the tents. If the tents are returned smelling of smoke, an extra cleaning charge will be incurred.
- 23. All night lights/tea lights provided by us that are battery operated are screw backed & may be left on safely overnight for those who are nervous of the dark. We request however that any fairylights supplied are turned off before bedtime.

- 24. The Hirer' will ensure they have obtained all relevant medical/dietary information for all children/guests attending the party. Strawberry Moon Sleepovers are not responsible at any point for the welfare or allergic reactions of the guests at the party. Please notify Strawberry Moon of an such allergies as mentioned in 'Clause 9' an extra precautionary measure before the event.
- 25. Strawberry Moon Sleepovers will accept no liability or responsibility to 'the hirer' for any damages, costs, losses, claims, expenses, demands & proceedings including property of 'the hirer' and their guests, or any consequential loss in these regards.
- 26. Strawberry Moon Sleepovers shall use all reasonable endeavours to provide the services in accordance with the contract, and shall perform the services in accordance with the contract and deliver with reasonable care & diligence with all health & safety regulations in place at the time.
- 27. It is 'the Hirers' responsibility to ensure the parents carers & children comply with all the instructions set out within these terms and conditions set out by Strawberry Moon Sleepovers.

## **Pets/ General Hygiene**

- 28. Whilst we all love our furry friends, can we ask in the interest of hygiene and safety of your guests that domestic pets are not allowed access onto in/around the hire equipment. Any additional damage or cleaning will result in an additional charge to 'the hirer' of the equipment.
- 29. In the interests of hygiene, please ensure all food waste & debris are removed from our equipment before collection. Our full collection service does not include general after party cleaning & clearing away of 'The Hirers' rubbish. If we are left to do this, there will be an additional charge.
- Please read our full terms and conditions, Method statement and our Covid19 Policy for hints and tips on keeping safe at your event. By booking with us you automatically accept all our full terms, conditions & policies.

### Cancellation

- 31. In the unfortunate situation where 'the hirer' needs to cancel the party, we would need to know at your earliest convenience. You can cancel at anytime up to 10 days prior to your booking/party date minus.
- 32. If you cancel within 1-10 days prior to your party date then we cannot offer a refund for any monies paid as it would be difficult to fill your date at such short notice.We may be able to offer a voucher or alternative date.
- 33. If Either 'The Hirer' or 'Hiree Company' have to cancel due to Covid then a full refund will be given minus any items that have been ordered for personalised goods or extras. We will require proof of a positive covid test.
- 34. Personalised items we will require full payment for any personalised items in advance of your booking. If you cancel your party booking we cannot then offer a refund for personalised items purchased.
- 35. Strawberry Moon Sleepovers reserves the right to cancel your booking at anytime for reasons beyond their control. We would offer you the same courtesy regarding notice as shown above and a full refund would be given, minus any pesonalised items that have already been ordered as they will be posted out.
- 36. If the government issue a Covid 19 **lock-down** in the area of where your booking is due to take place, then we will be unable to provide you with our services. In this instance we can offer you an alternative date in the future or a full refund.
- 37. If 'The Hirer' requests a certain theme for their event and then 'The hirer' cancels the event completely, Strawberry Moon Sleepovers will charge 'The hirer' for the items/equipment they have had to purchase to fulfil the booking . A bill for the goods purchased by Strawberry Moon Sleepovers will be issued to

the 'Hirer' and payment would be required within 14 days. However if 'The Hirer' re-schedules the booking, then no monies are then due.

# **Privacy/Copyright**

- 38. Strawberry Moon Sleepovers shall process all data in accordance with the Data Protection Act 2018 which include the new rules on GDPR
- 39. It is not the intention of Strawberry Moon Sleepovers to violate copyright laws and all our themes are only inspired by popular trends.

## Liability

- 40. Nothing in these terms shall limit or exclude liability of Strawberry Moon Sleepovers, which may not be limited or excluded by law, including without limitation liability for death or personal injury caused by Strawberry Moon Sleepovers negligence or fraudulent misrepresentation.
- 41. Subject to the above Strawberry Moon Sleepovers shall have no liability (whether arising under contract, tort, or for breach of statutory duty or otherwise) to the extent that such liability would not have arisen but for 'the hirers' breach of the contract.
- 42. Subject to the above clauses Strawberry Moon Sleepovers aggregate liability for all claims in relation to the contract liability (whether arising under contract, tort, or for breach of statutory duty or otherwise) shall not exceed the price paid by 'the hirer'
- 43. No information recieved from the booking will be disclosed to any third party.
- 44. All persons using Strawberry Moons equipment do so at their own risk and 'the hirer' is responsible/liable for any damage or injury occurring. We highly recommend 'The Hirer'/client takes out appropriate party insurance to cover you & your guests for the night whilst in your home/venue.
- 45. It is the responsibility of 'the hirer' to inform guests accordingly of the above terms and conditions, which we have done so through thgem agreeing to reading & signing our t&c's at the point of booking..

# General

\*Strawberry Moon has their own public liability insurance and takes the upmost care to ensure that they provide a safe environment for bot staff and Client by ensuring all equipment supplied is legal & set up safely using their own risk assessments & instructions for set up. Anything classed as a toy is CE marked in accordance with the Toy Safety Regulations 2011 and all cushion inners have fire labels attached.

\*They use PVC and/or foam mattresses with fire regulation lablels attached, they follow strict hygiene routines using the manufacturers guiedance.

\*Liability cannot be taken for reactions or injury sustained at the party, before, during or thereafter.

\*This information is given for the safety of all people attending a party by Strawberry Moon Sleepovers and it is the sole responsibility of 'the hirer' to ensure that they are understood and adhered to by all guests invited to the party or event.

Terms & Conditions Updated 17/03/2024 Written by: Strawberry Moon Sleepovers