



BIG ON BOUNCING LIMITED

TERMS AND CONDITIONS OF HIRE FOR BIRTHDAY PARTIES

We ask you the hirer to please read our Terms and Conditions for Parties carefully. You will be asked to expressly agree to these booking terms during the Party booking procedure. In these booking terms, “we” mean Big on Bouncing Limited (and “us” and “our” will be construed accordingly); and “you” means our customer or potential customer under these booking terms (and “your” will be construed accordingly).

The advertising of parties on our website, verbally discussed, leaflets and social media platforms constitutes an “invitation to treat”; and your submission of a booking for a party constitutes a contractual offer. No contract will come into force between you and we unless and until we accept your order in accordance with our procedure detailed below.

Big on Bouncing Limited reserves the right to cancel bookings at any time for circumstances that are beyond their control and /or would endanger customers, staff or anyone within the premises or facilities. Big on Bouncing would give us much notice as possible but we cannot be held responsible for any loss incurred from such cancellations. Big on Bouncing Limited reserves the right to close parts of the play frame, and remove equipment from use during our trading hours for any reason without compensation. We will endeavour to inform you of any non-availability of equipment or facility prior to your party.

We offer Exclusive Hire Soft Play Parties for 2 hours - Option 1 - 80 minutes in our Play Area and a further 40 minutes in our Party Room OR Option 2 - Two hours Exclusive Play Time in our Soft Play area. The cost of both of these Party options is £275.00 inclusive of VAT. If you decide to book Option 1 there is an additional charge for our Food Platters. The Children’s Food Platter are only eaten in our Party Room and not served in our Soft Play Area. We are also able to offer Adult Food Platters which are served in our Soft Play area whilst the Children are playing. Our on-site café will be open throughout your Party Times in both Option 1 and Option 2. Our Soft Play Centre is shut to the Public for the duration of your Party.

To make an exclusive Party Booking for either option, you can book your preferred date and time slot on our website www.bigonbouncingparties.co.uk via our online booking system. At this point your booking will become a binding contract and you are confirming an agreement with Big on Bouncing Limited and accepting our Birthday Parties Terms and Conditions and Rules of Play Policy for you ‘the host’ and ‘your guests’. At this point you will be required to pay £100 non-refundable and non-transferable deposit. You automatically be sent a Booking form at the time of booking which we request is returned to us within 5 working days to info@bigonbouncingparties.co.uk. On receipt of your completed Booking form we will then forward confirmation paperwork to you. If for any reason we are unable to meet your booking we will telephone you to discuss. We will contact you again in advance of your party with a Final Check list, where we will require final numbers, allergy information and any food requirements. Final payment for your party and any extras you may have ordered must be paid no later than 2 days prior to the party date; we will forward a final Invoice to you via Quickbooks at this time. Failure to pay the balance due within the required time frame may result in cancellation of the contract and you will forfeiture of the £100.00 deposit. All our Party prices include VAT where applicable. We confirm that the services provided under these booking terms and policies will be provided with reasonable skill and care. You warrant and represent to us that: You are legally capable of entering into a binding contract, and that you have full authority, power and capacity to agree to these booking terms. The information provided in or in connection with your booking request is accurate and complete. You are entering into the contract at time of booking under these booking terms as a consumer, and not in the course of a business; and you are at least 18 years of age at the time of booking.

Our recommended maximum amount of Children allowed for an Exclusive Birthday Party is 30; adults are welcome to attend the play centre. We requests all Adults stay with their Children in the Soft Play Centre, as we do not take responsibility for any children. We ask the hirer to notify all guests not to arrive until the party start time. We do not allow anyone (Hirer or Guests) into our premises before the start time of the party. Unfortunately late comers will not receive any additional time. It is the hirer’s responsibility to ensure

all guests have departed the premises swiftly at the end of the 2 hours with all of their belongings. Our staff will make you aware when you are reaching the end of your party time so you can advise your guests. You may incur additional costs if these times are not adhered to.

If you have chosen Option 1 for your party - the following applies - as you come to the end of your 80 minutes play time we will ask you to notify all guests to gather their children together and for their shoes to be put on. At this point everyone together with all their belongings will go to the Party Room. Children and Adults must have their shoes on in the Party Room. We do not accept any responsibility for any items left in our Play area. The play area is then closed and no guests are able to return to the Play area. Your co-operation is vital to ensure that the children do not return to the play area.

Our Party Room is upstairs away from the main play area, if you have any guests that would find using/or unable to use the stairs please advise us at the time of booking.

We will require your final party numbers and food orders 7 days prior to your party date, together with details of any allergies or medical conditions we need to be made aware of. Please advise us at this stage if you have any highchair requirements. If you receive any late acceptances to your party within reason, we will always try our hardest to accommodate this for you as long as you haven't reached your maximum capacity for your party, please contact us as soon as you are able to. We are unfortunately unable to refund for no shows or unwell children. All parties are non-refundable and non-transferable. Only in the event of a National or Local Lockdown we will be willing to transfer your party to another date but will not be offering a refund.

On arrival to our Centre, all children and adults must remove their shoes before entering the play area, socks are mandatory for everyone in our centre. All buggies must be stored in our Buggy Park and are not allowed in our Play or Café area for safety reasons. We do not allow Buggies in our Party Room upstairs. Children/Babies in Car seats - you are welcome to place the car seats in the café area with your table however we ask that car seats are not placed on the tables. Big on Bouncing Limited will not be liable for any accidents resulting from misuse of our furniture or any equipment in our Centre.

During the period of time in our centre, the Hirer will remain responsible for the supervision of the person's using it and the parents will remain responsible for their children throughout. The hirer and all their guests will be accepting in full our Terms and Conditions of Play policy once they enter our Centre, please ensure you share a copy of this policy with your guests.

Food and Drinks are confined to designated areas only and customers will not be permitted to provide food or drinks from home other than a birthday cake. Please ensure that your guests are made aware of this Policy. Any Food and Drinks found in our Premises will automatically be removed by our staff.

Food allergies or special dietary requirements can be catered for but we would request advance notice as food orders will be unable to be changed on the day. However we cannot guarantee that our kitchen is allergen free, as traces of nuts may be found. Whilst we will make every attempt to cater for allergies, please discuss these with us in advance as some severe allergies we may not be able to accommodate due to the risks involved. It is the parents or guardians responsibility to monitor the food and drink consumption of their individual child.

For both options you are welcome to bring a Birthday Cake; however we are a strictly No Nuts or Seeds premises. We will take your cake from you on arrival. Your Birthday Cake will be stored in our upstairs Kitchen area. Unfortunately we are unable to refrigerate your cake. We will supply the hirer an Allergen Checklist for the Cake which we request we receive no later than two days before the party. Your guests will be able to sing 'HAPPY BIRTHDAY' during your time at our Centre, our party Host will light the candles for you and we will then take the cake from you and cut it for you for you to hand out to your guests at the end of the party or we can place it within any party bags you may supply as the Children and Parents are leaving our Premises. Please ensure that in your Party Bags there are no items with NUTS or SEEDS as we will require these to be removed. Your Birthday Cake is not consumed on our premises. Please do not bring any Sparkler Candles or similar as they are unable to be used in our Building due to our Fire Alarm system. All Party Bags and Cake are to be given to your guests as they leave the Party Room, please do not give out the Party Bags within the Party Room.

Party food will be served in the party room only and adults will not be permitted to transfer any food or drinks from the café area to the Party Room for reasons of safety.

The Hirer is able to supply Balloons, which will be restricted to our Party Room; however the hirer will need to take these with them at the end of the party time. If you are bringing Balloons these must be supplied to us on your arrival already inflated in Bags, strictly no balloons filled with glitter, water, confetti or such like. We ask that there are no party poppers, streamers or piñatas. We do not allow decorations on the walls of the party room as this can cause damage. We can place Banners across the windows for you.

We do allow third Party Entertainers to our Premises during your Party, however we must have prior notice of this and is subject to receiving a copy of their Public Liability Insurance and Risk assessments. We do however not allow face painting, as this can stain our equipment.

We have 11 Car Parking Spaces, which you and your guests are welcome to use. Big on Bouncing accepts no responsibility to any vehicles or their possessions whilst parked at our Centre.

We operate a no smoking, vaping and Alcohol policy on and outside our premises for all customers.

Big on Bouncing Limited reserves the right to remove any Adult or Child from the Centre if they are rude, aggressive verbally or physically, or continually disobey our rules.

Without prejudice to the statutory right of cancellation you may cancel a party booking up to 6 weeks before the party is due to begin (in which case you will forfeit the £100 deposit). If you request to cancel a party booking less than 6 weeks before the date it is due to begin, or if you fail to attend a party, no refund will be given and you will be invoiced for full payment of your party. In order to cancel a contract on this basis, you must inform us by writing via email to info@bigonbouncingparties.co.uk. Your notice of cancellation must be received by us on or before the relevant date set out above. If you reduce your party numbers or other extras that you have ordered less than 4 days prior to the party date no refunds will be given.

You may cancel a party booking at any time within 5 days following the completion of the original booking contract in accordance these booking terms, providing that the party event has not actually commenced during that period. In order to cancel a contract on this basis, you must inform us you must inform us by writing via email to info@bigonbouncingparties.co.uk. Any statutory rights which you have as a consumer, which cannot be excluded or limited, will not be affected by the booking terms. If you do need to cancel the contract and are entitled to a refund, this will be processed to the originally payment method you used to pay for the purchase. This refund will be processed as soon as possible, and no later than 14 days of us receiving your writing cancellation notice. If you are entitled to a refund due to prepaid items more than 10 days before your event we will process the refund using the same method originally used by you to pay for your purchase. We will process this within 14 days of being notified in writing of your valid reason for a refund.

LIMITATIONS AND EXCLUSION OF LIABILITY

Nothing in the party booking terms will:

Limit or exclude the liability of a party for death or personal injury resulting from negligence;

Limit or exclude the liability of a party for fraud or fraudulent misrepresentation by that party;

Limit any liability of a party in any way that is not permitted under applicable law; or

Exclude any liability of a party that may not be excluded under applicable law. Any statutory rights which you have as a consumer, which cannot be excluded or limited, will not be affected by the party booking terms.

The limitations and exclusions of liability set out in this Section and elsewhere in the booking terms are subject to the preceding paragraph and govern all liabilities arising under the party booking terms or in relation to the subject matter of the party booking terms, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

We will not be liable to you in respect of any losses arising out of a force majeure event. Force majeure events are defined as certain acts, events or circumstances that are beyond our control. If there was to be force majeure event which gave rise to a failure or delay in us performing our obligations under these terms and conditions, those obligations will be suspended for the duration of the force majeure event.

We will not be liable to you in respect of any business losses, such as loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

Contracts under these party booking terms may only be changed and will be agreed in writing by both parties. We may revise our booking terms and conditions from time-to-time, but such revisions will not affect the terms of any contract

We have entered into with you. We suggest you print a copy of our Terms and Conditions for Party Hire for your records.

If any provision of these party booking terms is held invalid or unenforceable by a court of competent

jurisdiction, the remaining provisions will remain in full force and effect, and such invalid or unenforceable provisions or portion thereof will be deemed omitted. No waiver of any provision of these party booking terms, whether by conduct or otherwise, in any one or more instances, will be deemed to be, or be construed as, a further or continuing waiver of that provision or any other provision of these party booking terms. You may not assign charge, sub-contract, and sublet or otherwise transfer any of your rights or obligations arising under these party booking terms. Any attempt by you to do so will be null and void. We may assign, charge, sub-contract or otherwise transfer any of our rights or obligations arising under these booking terms, at any time - providing such action does not serve to reduce the guarantees benefiting you under these party booking terms.

Each contract under these party booking terms is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, any other person. The right of the parties to terminate, rescind, or agree any amendment, variation, waiver or settlement under such contracts is not subject to the consent of any person who is not a party to the relevant contract.

These party booking terms contain the entire agreement and understanding of the parties in relation to parties booked on our website, in person, or in writing via what's app, text, email, social media platforms and supersede all previous agreements and understandings between the parties in relation to parties booked; and each party acknowledges that no representations not expressly contained in these party booking terms have been made by or on behalf of the other party in relation to the booking of party events.

These party booking terms will be governed by and construed in accordance with English law, and the courts of England and Wales will have exclusive jurisdiction to adjudicate any dispute arising under or in relation to these booking terms.

Big on Bouncing Limited will help maximise your children's enjoyment from the play experience they are not however a replacement for parental supervision.

Parents/Guardians should note that whilst every consideration has been given for the safety of children and adults whilst within our Play centre, Big on Bouncing Limited cannot be responsible for accidents and does not accept any liability which occurs as a result of children or adults playing on any of the equipment, furniture or within any area of their facilities or car parking area.

Please note once you book a Party with Big on Bouncing Limited you are immediately confirming your acceptance of our Terms and Conditions of Parties and our Rules of Play for all guests (Children and Adults) within your Booking that attend our Centre. We advise strongly that you share a copy of our Policies with all guests before they come to our Centre.

Company Name: **Big on Bouncing Limited**
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