

TERMS & CONDITIONS

Definitions and Interpretation

The parties referred to in these Terms and Conditions shall be as follows:-

“We/Us/Our” means Party Bliss and includes all employees

“You/Your” means you, the purchaser and receiver of our Services.

“Event” means the party, social gathering, celebration at which our Services are supplied on behalf of the Purchaser.

“Guests” means any persons participating in the whether invited or not Event.

“Services” means any product or entertainment package supplied by Party Bliss.

“Contract” completed booking form received and deposit paid

Agreement

A legally binding contract between You and Party Bliss will be created upon Our receipt of Your completed Booking form and deposit. No signature is required for this contract to be deemed accepted and binding upon both parties. In entering into an agreement with Us for the supply of services You agree to be bound by all the terms and conditions.

Booking

Party Bliss provide an entertainment service at an Event taking place at your home or your chosen venue.

The booking form once returned to us is Your confirmation of the Event booking. An Event booking is NOT CONFIRMED until we receive your deposit AND booking form. We reserve the right to book another Event over the preliminary booking if the deposit has not been paid. All bookings will be confirmed to You upon receipt of deposit via email.

Party Bliss will not be liable for lateness or non-attendance to your Event resulting from inaccurate or incomplete information on the booking form provided by You.

Agreed start and finish times must be adhered to. Any request for extended entertainment time or delayed start time is at the discretion of the Party Host and will incur an additional cost.

In the event of fewer than the number of guests agreed in the Contract attending your Event, You will still be charged the full invoice value.

In the event of more than the number of guests agreed in the Contract attending your Event, We will, where it is safe and reasonable to do so, accommodate the extra guests and issue a supplementary invoice to be paid at the Event.

Any changes made to the booking form once confirmed must be made in writing.

Payment Terms

For standard parties a deposit of 25% of the total Event cost is required to secure your booking which is banked and deducted from the total price of the party. For larger Events where sub-contractors are hired by Us on behalf of You the deposit is 50%. The deposit is non-returnable should you cancel the party at any time. The balance of payment is to be made prior to or on the day of the Event. Preferred method of payment is bank transfer. Payment made any later than the next working day from the Event will be charged with added interest at a rate of 10% per week.

Cancellations and Delays

We will not accept any liability and shall not be liable for non-completion of the Event or for any delays arising as a result of: -

- 1) Bad weather
- 2) Inaccurate information on the booking sheet
- 3) Fire, floods or any other cause beyond our reasonable control
- 4) State funerals and days of public mourning
- 5) Strikes, riots or lock outs affecting any trade with which we are concerned.

Change of Event Date or Time

Once the booking is confirmed any change to the agreed date or start time will be treated as a cancellation and a new deposit will be required to secure a revised date.

Liability

We carry public liability insurance for one million pounds and it is subject to the terms and conditions of this contract being complied with. Public liability is excluded in its entirety following any claim or injury to any third party or employee where such injury is directly or indirectly related to the use of drugs and/or alcohol.

We will be responsible for any foreseeable loss or damage that You may suffer only as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable only if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and Us when the Contract is formed. We will not be responsible for any loss or damage that is not foreseeable.

We will not accept responsibility in respect of allergic reactions to face-paint or make-up. It is Your responsibility to ensure that each person's face being painted has no history or medical skin conditions or allergies which may have a reaction to the paints that we use.

We will not accept responsibility for damage to Your property except where the damage is caused by Our negligence.

It is Your responsibility to advise of any restrictions with regard to using blue tack, pins or sellotape. Every effort is made to apply and remove the decorations carefully. However We will not accept responsibility for any marked paintwork resulting from decorating Your venue at Your request.

We will not accept responsibility for any accident or injury or damage or loss to property that may occur due to the negligence or behaviour of any of the Guests during the Event.

In any event, Our total liability under these Terms and Conditions shall be limited to the value of the Contract between Us and You, that is, the total Price payable by You.

Nothing in these Terms and Conditions seeks to exclude or limit Our liability with respect to Your rights as a consumer (if applicable).

You accept liability to pay in full for any damage or loss to equipment supplied by Party Bliss arising out of an act or omission of You or your guests.

Health and Safety

We reserve the right to refuse to perform or operate the contract if We believe the venue is unsuitable or unsafe.

It is Your responsibility to familiarise yourselves with fire exits and safety procedures of the venue and inform your Party Host prior to the party start time.

We reserve the right to refuse to perform or operate the contract if We believe that any guests behaviour is unsuitable or unsafe. It is not Our duty to discipline or control bad behaviour.

Children must be fully supervised by their parents/guardian/hosts for the duration of the Event. It is Your responsibility to ensure there are sufficient adults at the Event responsible for the number of the child Guests.

You are responsible at all times for the general supervision of children within the party venue whether at home or at any other premises, for the supervision of exits, and for ensuring that children only leave the party venue with their own parent or guardian.

All allergies, ailments, infestations or viruses of guests or clients, which may affect the party in any way must be reported to Party Bliss prior to the party date.

Food Allergies/ vegetarians

Sweets containing gelatin and chocolates are included in the party bags unless otherwise specifically requested. It is the responsibility of the parents/carers to ensure that children do not eat sweets that they are allergic to and are safe with wrappers etc. The Suppliers that Party Bliss use to provide catering or birthday cakes do not provide for specific individual dietary requirements. Ingredients and allergens will be available from catering and cake suppliers.

Face Painting

It is Your responsibility to ensure that guests have no history or medical skin conditions or allergies

which may have a reaction to face-paints or make-up and advise the facepainter BEFORE the start of the party.

We are unable to paint anyone with conjunctivitis, sties, open wounds, recent chicken pox, cold sores, skin disorders, heavy colds or acne.

Face painting will not be carried out on children under 3 years of age.

We are unable to face paint children who are clearly distressed or those who find it hard to sit still for the duration of the application.

We only use face paints which are manufactured using ingredients fully compliant with EU & FDA toy and cosmetic regulations and are non-toxic. Party Bliss will accept no responsibility for any skin reactions that may occur.

All of the above conditions are detailed on a disclaimer which is clearly displayed at the face painting area at Your Event.

Electrical Equipment

Electrical items used at Your Event eg. sound system, special effect lighting, hair styling equipment are PAT tested.

Risk Assessment

We have comprehensive risk assessments for each activity we provide. These are constantly reviewed to ensure the safety of participants and spectators.

Photography, Images and Media Policy

Photographs taken by Party Bliss on behalf of the Client

You can book Party Bliss to take photographs throughout the party/event of children participating in the activities. It is Your responsibility to request permission from the parents for these photos to be taken. These images will be transferred onto a USB or CD and posted by recorded delivery to You. The images are then destroyed from Party Bliss' files. Photographs will be taken using a camera or device belonging to Party Bliss.

Use of Images on Social Media

We will only post images of the birthday child and siblings on Our social media platforms with Your written consent ie. the client via the circling 'YES' on the booking form.

You have the option to request that We omit the name of the child, the date or the location of the party. In any event only first names only will be used and if the party is at the client's home the location will be no more specific than the town. Party Bliss social media platforms are public so can be accessed by anyone.

Use of Images on Promotional Literature

We will only post images of the birthday child on its social media platforms with Your written consent.

Complaints

We want our customers to be completely satisfied when using our services but should you have any complaints or concerns please contact the Owner:-

Louise Rees
Party Bliss
Bank Farm
Whitchurch Road
Bangor-on-Dee
Wrexham
LL13 0BD

Data Protection

All personal information that We may collect (including, but not limited to, Your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and Your rights under that Act.

We may use Your personal information to:

Provide Our products and services to You;

Process Your payments; and

Inform You of new or alternative products and services available from Us. You may request that We stop sending You this information at any time.

Include Your event in our online and offline marketing. Please request that We do not do this if required by Yourselves.

We will not pass on Your personal information to any other third parties without first obtaining Your express permission.

Other Important Terms

We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business).

If this occurs You will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms will be transferred to the third party who will remain bound by them.

You may not transfer (assign) Your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.

This Contract is between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

Governing Law and Jurisdiction

These Terms and Conditions (and the Contract) (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

Any dispute, controversy, proceedings or claim between Us and You relating to these Terms and Conditions (or the Contract) (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the exclusive jurisdiction of the courts of England and Wales.