



# Terms & Conditions

## 1. Booking Information:

1.1 The 'Hirer' means the person signing the booking form for 'Hire of equipment'.

1.2 'Up Down Events' is a trading name of and refers to Hannah Sevier.

1.3 Provisional bookings for parties booked more than 14 days in advance will be held for 48 hours, parties booked within 14 days of the party date will require immediate full payment. Party dates not confirmed within these times will be re-released.

1.4 A deposit of £50 (non-refundable) is required to confirm the booking in addition to a completed Booking Form. The remaining balance is due 14 days prior to the booking date. In the unlikely event that any items are damaged replacement costs will be invoiced to the hirer post event.

1.5 Final balances are required no less than 14 days prior to the party. Bacs payment preferred and account details are provided on the invoice.

1.6 The final numbers and choices must be confirmed at least 14 days prior to the date of the booking. Any booking reductions after this time will still be charged for at the previous rate, with no refunds due.

1.7 The Hirer must disclose the property type and access to the venue at the time of booking. In the event that access is limited or difficult it is at Up Down Events discretion whether the booking is accepted. Up Down Events will accept no liability or responsibility if we arrive and find that restricted or difficult access means your booking cannot go ahead. No refunds will be given if your booking cannot go ahead because of difficult access which has not been disclosed at the time of booking.

1.8 The Hirer is responsible for providing Up Down Event staff with all relevant medical/dietary information for all the children attending the party. Up Down Events take no responsibility for allergies (including skin, food, materials etc.) where we are not advised in advance of the condition. We are likewise not responsible at any point, for the welfare of the children at the parties, which remains the full responsibility of the hirer.

1.9 The Hirer is responsible for ensuring the accuracy of the information given to Up Down Events and to pass over such information in sufficient time for Up Down Events to perform the contract safely and without risk, within 14 days of the event occurring, to avoid last minute disappointment.

1.10 The Hirer is responsible for ensuring adequate indoor space is available for the equipment to be set up and arranged. The space required for one tent and air mattress is 185 x 105cm. Up Down Events will not refund in full or in part the payment paid in the event that adequate space is not available to set up the equipment which the Hirer has confirmed on the Booking Form.

1.11 The Hirer is responsible/ liable for any damage or injury occurring from or as a result of inappropriate use or misuse or reckless use of any Up Down Events equipment.

1.12 Smoking is not permitted in the proximity of Up Down Events equipment. If smoking is detected the Hirer shall forfeit an invoiced charge of £50.00.

1.13 It is the Hirers responsibility to ensure that the children are supervised at all times. Up Down Events will charge the hirer for the costs of any damage to any property caused by your breach of this clause.

1.14 It is the Hirers responsibilities to ensure the children comply with all reasonable instructions from Up Down Events staff to ensure the safety of the attendees and other persons present. Up Down Events may suspend the event if you are in breach of this clause.

1.15 Up Down Events will accept no liability or responsibility to the Hirer for any damages, costs, losses, claims, expenses, demands and proceedings including property of Hirer, or any third party and their guests, or any consequential loss in these regards.


1.16 Up Down Events 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.

1.17 Up Down Events shall process all data in accordance with the Data Protection Act 1998.

1.19 It is not the intention of Up Down Events to violate any copyright laws and all themes are only inspired by popular trends.

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## **2. Supervision**

2.1 The Hirer is responsible for the care and safety of all the children and should ensure that all parent/guardians are aware that Up Down Events are not responsible for the care and safety of the children.

2.2 The Hirer will be required to take responsibility for all children that have been left by their parent/guardian.

## **3. Cancellation: (by the Hirer)**

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

3.1 Cancellation of a booking up to 14 days prior to the party will forfeit the deposit paid.

3.3 Cancellation of a booking after 13 days prior to event date will unfortunately forfeit all payments made.

## **4. Cancellation (by Up Down Events)**

4.1 Up Down Events reserves the right to cancel the booking at any time for any reason (Up Down Events will try to give as much notice as possible).

4.2 Upon any such cancellation Up Down Events will refund to the Hirer any monies paid to Up Down Events in respect of the booking but Up Down Events will not be liable to pay any compensation to the Hirer or any other person for any loss, damage or expenditure arising directly or indirectly from the cancellation.

4.3 Up Down Events reserves the right to terminate the booking without notice if there is a breach of these conditions.

## **5. Liability**

5.1 Nothing in these terms shall limit or exclude the liability of Up Down Events, which may not be limited or excluded by law, including without limitation liability for death or personal injury caused by Up Down Events negligence or fraudulent misrepresentation.

5.2 Subject to the above Up Down Events 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 Hirer's breach of the contract.

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

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 form will be disclosed to any third party.

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

5.7 Up Down Events have suitable public liability insurance and take the upmost care to ensure the safety of all party guests at all times.

5.8 We use high 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 Up Down Events equipment do so at their own risk and it is the party hirer 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 Up Down Events and it is the sole responsibility of the Hirer to ensure that they are understood and adhered to by all party guests invited.

**Updated 06/10/2023**