

CAPTAIN FANTASTIC LIMITED TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES TO CONSUMERS

INTRODUCTION

PLEASE READ CAREFULLY

THESE ARE THE TERMS AND CONDITIONS WHICH GOVERN OUR SUPPLY OF SERVICES TO YOU AND OUR RELATIONSHIP WITH YOU. IT CONSTITUTES A LEGAL AGREEMENT. PLEASE READ THEM IN CONJUNCTION WITH OUR WEBSITE DISCLAIMER, PRIVACY POLICY AND COOKIES POLICY ALL OF WHICH CAN BE FOUND ON OUR WEBSITE. YOU AGREE YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT AND AGREE TO BE BOUND BY THE CONTENTS HEREIN.

BETWEEN:

- (1) Captain Fantastic Limited a company registered in England and Wales under number 08227743 whose registered address is at 122 Ash Grove, Harefield, Uxbridge, Middlesex, UB9 6EZ (“Us”) and
- (2) Yourself (“You”)

WHEREAS:

- (1) We, Captain Fantastic Limited, provide Services at Events to clients who are “Consumers” (as defined by the Consumer Rights Act 2015) and We have reasonable skill, knowledge and experience in that field.
- (2) You wish to engage Us to provide the Services for Your Event (as defined in Clause 1 below), subject to the terms and conditions of this Agreement.
- (3) We agree to provide the Services set out in this Agreement to You for the Event, subject to the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

- | | |
|---------------------------------|---|
| “ Booking ” | means a booking (made as set out in this Agreement) for particular Services for an Event and evidenced by the Booking Confirmation; |
| “ Booking Confirmation ” | means the booking confirmation emailed to you containing details of the Services and the Event, including the start and finish times of the Services; |
| “ Business ” | means any business, trade, craft, or profession carried on by You or any other person/organisation; |
| “ Business Day ” | means Monday to Friday inclusive excluding bank and public holidays in England; |

“Consumer”	means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to this Agreement means an individual who receives or uses Services from Us for the individual’s personal use and for purposes wholly or mainly outside the purposes of any Business;
“Deposit”	means the deposit amount stated in the Booking Confirmation, being on account of the Fees;
“Entertainer”	means Us or the person who We nominate to provide the Services for Us;
“Event”	means any party or other event arranged by You and taking place at Your Premises of which the Services We provide for You form part;
“Fees”	means the total amount (calculated on the basis of Our Price List) payable for the Services;
“Price List”	means Our standard price list of Fees for Our Services as quoted to you or the list of Services and their prices available from our Website www.captain-fantastic.co.uk ;
“Regulations”	means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;
“Services”	means party games, magic show, ventriloquism, puppets, face painters, bouncy castles, soft play, balloon modellers, disco dancing, art and craft activities, games/sports;
“We/Us/Our”	means the company whose name is set out above and includes all Our staff (employees and agents);
“You/Your”	means the individual adult person to whom We agree to provide any Services for all or part of an Event for the benefit of any child/ren; and
“Your Premises”	means the premises which the Booking Confirmation states will be the venue for the Event (at which We are to provide the Services) being premises which are either Your home or garden at Your home, or some other premises which You arrange to make available for the Event.

- 1.2 Unless the context otherwise requires, each reference in this Agreement to a Clause or sub-Clause is a reference to a Clause of this Agreement;
- 1.3 The headings used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement;
- 1.4 Words signifying the singular number shall include the plural and vice versa;
- 1.5 References to any gender shall include the other gender; and
- 1.6 References to “writing”, and any similar expression, includes letter and electronic communications whether sent by e-mail, fax, [text message,] or other means.

2. Booking Procedure

- 2.1 You must be 18 or over and a “Consumer” to book any Services.
- 2.2 We will not reserve or guarantee any time/date slot to provide Services nor will We provide any Services unless and until You make a Booking and pay for them as follows.

- 2.3 You may make a booking enquiry by phone or in writing or completing the enquiry form on Our website outlining the Services required and the date and place of the Event concerned. When We receive Your enquiry We will respond to let you know provisionally whether We are able to provide the Services that You require on the date, at the time, and at the place required, and We will also advise You of the Fees payable based on the information You have given Us. All information will be relayed to you via the Booking Confirmation.
- 2.4 If You would then like to proceed to make a Booking, You must within 3 Business Days after We have responded as stated in sub-Clause 2.3 pay us the Deposit.
- 2.5 You are responsible for making sure that the information you provide is accurate and complete. If You provide Us with inaccurate or incomplete information, We will not be liable for any delay, non-performance or incorrect performance caused by Your failure to provide us with accurate and complete information.
- 2.6 By completing and returning/submitting a copy of this Agreement to Us signed by You, You confirm that you accept, and agree to be bound by, the terms and conditions of this Agreement.
- 2.7 Your acceptance of our Booking Confirmation, and Your payment of those Fees will be an offer to make a Booking on the terms and conditions of this Agreement for the particular Services and Event as detailed, but whether We accept or decline that offer will be for Us to decide in Our absolute discretion.
- 2.8 We may in Our discretion accept Your offer following Booking Confirmation and payment of Deposit after expiry of the 3 Business Days period referred to in sub-Clause 2.4.
- 2.9 Only if and when You submit to Us the information confirmed via the Booking Confirmation and pay the Deposit and We have responded by sending You written notice of confirmation of the Booking requested will there be a "Booking" and only then will there be a binding contract between You and Us.

3. Changes to Booking Details

You may request changes to your Booking at any time before the Event. We will use reasonable endeavours to accommodate any requested change, but we shall be under no obligation to do so. If We do make a change requested by You, We shall be entitled to amend the Fees as a result of the change in accordance with the Price List, and will notify You of any such amendment to Fees within 3 Business Days of receiving the request to make the change, then:

- 3.1 If You accept the amended Fees, You may confirm the change and the amended Fees to Us in writing; or
- 3.2 If you are not willing to accept the amended Fees, You may confirm to Us in writing either that:
 - 3.2.1 You wish to receive the Services at the original Fees agreed and without the requested change; or
 - 3.2.2 You may cancel Your Booking on and subject to the cancellation provisions in this Agreement.

If You do not let us have any of the above confirmations within 3 Business Days after We notify You of the amendment to Fees, the Booking shall remain unchanged and We will provide the Services at the original Fees agreed and without the requested change.

4. Fees and Payment

- 4.1 After You have paid Us the Deposit, You must pay Us the balance of the Fees in full and cleared funds by no later than 14 calendar days before the Event, but if the Booking is made less than 14 calendar days before the Event, You must instead pay us the balance of the Fees with the Deposit.
- 4.2 You must pay the Fees for all Services that We fully and correctly provide to You.
- 4.3 You may pay Us the Fees for the Services using any of the following methods:
 - 4.3.1 Credit/Debit Card by phone or using our online booking system;
 - 4.3.2 Cheque, BACS or Cash payment into our nominated bank account;
- 4.4 We may alter the prices in the Price List without prior notice, but if any prices increase between the time when You make a Booking and the date of the Event, the price increase will not apply to You and the Fees will therefore not increase for the Event on that date.
- 4.5 VAT is not charged on prices of Services shown in the Price List.
- 4.6 If You state anything before the event which We were not aware of when We previously quoted the amount of Fees payable and We decide that it necessitates altering that Fee quote, We will advise You of the revised Fee amount and ask You whether You still wish to proceed. Unless You confirm that You do wish to proceed and You pay the revised Fee amount, We will not accept the Booking.
- 4.7 You must state Your estimate of the number of children who will attend the Event, and the amount of the Fees payable will be based on that number as stated in the Price List. If, however, at any time after initial contact but before the date of the Event You notify Us that You have revised the estimated number, the amount of the Fees may be altered and increased by Us.
- 4.8 If the number of children who attend the Event is less than You previously estimated and advised to Us and if according to the Price List, the Fees payable for the number attending is less than for the number that You previously estimated and advised to Us, You will not be entitled to any reduction in Fees for that reason but where the number is significantly less, on request We will consider the circumstances and in Our discretion decide whether to make any reduction in Fees, and if We do so decide We will repay to You the amount by which We reduce the Fees.
- 4.9 The calculation of the Fees will be based on time which will be spent at Your Premises, including parking, unloading, setting up/packing up, the period of time for which the Services are provided, all breaks taken by the Entertainer during that time, and his/her travelling time to and from Your Premises. We will advise You (when We tell You the amount of the Fees to apply) of the total amount of time We will need in addition to the time during which We provide the Services.

5. Cancellation of Services and Consumer Rights

- 5.1 If, at any time after You pay Us all Fees in advance for all Services, You cancel the Services without giving Us the prior notice that We require to be given as set out in this Clause 5, We will be entitled to keep some or all of those Fees as set out in this Clause 5.
- 5.2 You may cancel the Services without charge if You give Us at least 14 days prior notice of the cancellation. If You do so We will refund to You any sum(s) You paid in advance.

5.3 If You give Us prior notice to cancel the Services but do not give Us at least 14 days prior notice of cancellation of the Services, We will be entitled to charge You for any net financial loss that We suffer due to Your cancellation,

but that charge will be limited to an amount equal to the total Fees for the Services.

5.4 If, due to exceptional circumstances including, but not limited to, illness, accidents, or bereavement affecting either You or the child for whom the Event has been arranged, or Your inability to run the Event due to non-availability of the Event venue at Your Premises, You cancel the Services without giving Us at least 14 days prior notice, We will consider the circumstances and in Our discretion decide whether to waive any charge for late cancellation that We are entitled to make under the above provisions of this Clause 5.

5.5 We may cancel the Services at any time before the time and date booked for the Services in the following circumstances:

5.5.1 An event described in sub-Clause 8 below occurs and continues for more than 3 hours. If We do decide to cancel the Services in such circumstances We will refund to You in full the Fees You have paid Us for the Services; or

5.5.2 You have not paid all of the Fees due and payable by that time. In that case, You will remain liable to Us as if, and to the same extent as You would be liable, if You had cancelled the Services under sub-Clause 5.3 at the time We cancel under this sub-Clause 5.5.2; or

5.5.3 We find that you are not a "Consumer" (as defined in Clause 1 above). If We do decide to cancel the Services in such circumstances We will refund to You in full the Fees You have paid Us for the Services less any costs We have incurred specifically for the Services which We are unable to save or recover.

If We cancel the Services in such circumstances We will have no liability to refund Fees or other liability for that cancellation except as above.

5.6 Prices for the Services are subject to change from time to time but We will try to give You as much prior notice as possible of any such changes.

5.7 We may immediately terminate provision of the Services if:

5.7.1 any act or omission or conduct of any person(s) at the Event (whether that person is You or any other adult or minor in Our reasonable opinion renders it unreasonable for the Entertainer to continue or it amounts to Your breach of this Agreement; or

5.7.2 the venue is outdoors, and weather conditions make it unsafe, impracticable or unsuitable to provide the Services outdoors and You do not have a back up plan to use an indoor area at Your Premises.

You will not be entitled to any refund of all or part of the Fees for Services not completed as a result in such a case.

5.8 Where the contract We make with You is not made on Our Premises, the Regulations give You the rights set out in this sub-Clause 5.8, and they will be in addition to the rights given to You by the above provisions of this Clause 5. You may for any reason cancel a Booking during the 14 day period after the Booking is made, but if the Booking is for any Services to be provided on a date which is before the end of that 14 day period, and if You have expressly requested Us to provide such Services in that 14 day period and We do so, You may not cancel those requested Services and You must pay for them in accordance with this Clause 5. If You request that Your

Booking be cancelled, You must confirm this in any way convenient to You. If You cancel as allowed by this sub-clause 5.8, and You have already made any payment(s) to Us for the Booking, We will refund the payment(s) to You within 14 days of receiving Your cancellation less the amount due for the Services covered by that Booking that We have provided.

6. Further Details of Our Obligations and Rights Relating to the Services

- 6.1 The following will apply to each Booking in addition to all details set out in this Agreement and in the Booking Confirmation.
- 6.2 We will provide the Services:
 - 6.2.1 with reasonable skill and care;
 - 6.2.2 in accordance with all applicable statutory and regulatory requirements;
 - 6.2.3 in accordance with the description of the particular type of Services set out in the Booking Confirmation; and
 - 6.2.4 in a format and with content which We decide unless We specifically agree in writing to any particular format and/or content in which case We will provide the Services in accordance with that agreement;
- 6.3 We will ensure that the Entertainer:
 - 6.3.1 has a satisfactory up-to-date DBS check; and
 - 6.3.2 is covered by public liability insurance cover for the provision of the Services.
- 6.4 We will provide all equipment, props and music required to provide the Services either through our Company or via outsourced entertainers. We will not provide any food, drink, or other goods or materials as part of the Services.
- 6.5 Neither We nor the Entertainer will be responsible to control or discipline behavior or ensure the safety of any children attending the Event.
- 6.6 We will ensure that all electrical equipment that We use is maintained to a professional standard, PAT tested and wherever possible, that backup equipment is available in the event of failure of Our equipment.
- 6.7 If We agree that a particular named Entertainer is to provide the Services, We will use reasonable endeavours to provide that Entertainer. However, We will be entitled to arrange for an alternative Entertainer if for any reason the Entertainer agreed becomes unavailable at any time to provide the Services at the Event.
- 6.8 If at any time You ask Us to begin any Services later than the time agreed for them as set out in the Booking Confirmation (whether or not due to the Event beginning later than the time stated in the Booking Confirmation), and consequently We have to begin the Services later than that agreed time, then, if the Entertainer arrives for the Event and is ready to provide the Services at or before the agreed time, We will not be obliged to extend the Services beyond the time agreed for finishing the Services set out in the Booking Confirmation.
- 6.9 If You request the Entertainer to stay beyond the agreed finishing time and he/she agrees to do so, You will pay Us an amount of Fees calculated at Our hourly rate (pro rata) set out in the Price List for the additional time he/she spends. We will give You an invoice for that amount within 3 Business Days after the Event. That invoice will be due and payable within 7 Business Days after We give it to You.
- 6.10 We will take account when providing the Services of any special needs of children due to attend the Event (provided that you have made us aware of these needs prior

to the Event) and will seek where reasonably possible to adapt the Services to meet the interests of such children.

- 6.11 We will take account when providing the Services of the number of children You estimate in the Booking Acceptance of the Booking Confirmation will be deemed to be Your confirmation that You will be a “Consumer” in connection with any Booking by You.

7. Your Obligations

You must ensure that:

- 7.1 Your Premises are available for the Entertainer to provide the Services on the date of the Event as set out in the Booking Form and in good time before the scheduled start time for the Services so that the Entertainer can set up any necessary equipment;
- 7.2 Where the venue at Your Premises for the Services is outdoors, You have a back up plan to use an indoor area at Your Premises where weather conditions make it impracticable or unsuitable to begin or continue the Services outdoors;
- 7.3 You are present throughout the time when We provide the Services;
- 7.4 Your Premises are safe and suitable for the Entertainer to provide the Services;
- 7.5 the following are available for the Entertainer at Your Premises on the date and during the hours of the Event:
- 7.5.1 sufficient space at Your Premises to deliver the Services and for the children attending the Event to sit comfortably and/or move about to engage in the activities provided by the Entertainer;
- 7.5.2 such facilities, equipment and utilities as the Entertainer may reasonably require to provide the Services, including a power supply no more than 5 metres from the Entertainer’s set up location;
- 7.5.3 suitable free of charge parking within reasonable proximity to allow the Entertainer to unload and load equipment and park his/her vehicle for the duration of the Services. We reserve the right to add the costs of any parking where this is not possible; and
- 7.5.4 appropriate refreshments for the Entertainer if he/she will be at Your Premises for longer than 2 hours for the Event (including time engaged in parking, unloading, setting up/packing up equipment) unless, where such refreshments cannot be provided, you have notified that to Us at least 48 hours before the Event so that the Entertainer can make other arrangements;
- 7.6 the children attending the Event are properly supervised at all times by appropriate adults at a ratio of not less than 1 adult to no more than 15 children;
- 7.7 if any children attending the Event have special needs which may affect their ability to take part in the Services, You provide Us with full details of such special needs at least 7 calendar days before the Event. You are responsible for ensuring that such children are able to safely attend and engage in the Services;
- 7.8 neither You nor any other guest or other person at the Event uses or tries to use equipment or other property belonging to Us or the Entertainer without the Entertainer’s express permission. You cannot assume that permission will be given for use by You or any such person of any such equipment for any aspect of the Event other than the Services provided by the Entertainer;
- 7.9 if any child/ren or You or any other adult(s) at Your Premises negligently cause damage to equipment or other property belonging to Us or the Entertainer, You

must reimburse Us for the cost of repairing/replacing the equipment or property up to a maximum total amount of £1,000 for all items.

8. Events Beyond our Reasonable Control

- 8.1 We will not be liable for any failure or delay in performing Our obligations under the contract resulting from any cause beyond Our reasonable control.
- 8.2 If any event described under sub-Clause 8.1 occurs that does or is likely to adversely affect Our performance of any obligations under the contract, We will try to inform You as soon as is reasonably possible, Our obligations will be suspended and any time limits that We are bound by will be extended accordingly. We will inform You when that event is over and may suggest an alternative date and time when We can make the Services available. You may, without liability to Us, cancel any Services which We do not provide due to that event, and We will refund in full the Fees that You have paid to Us for the Services.

9. Limitation of Liability

- 9.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of this Agreement or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and Us when Our contract with You is created. We will not be responsible for any loss or damage that is not foreseeable.
- 9.2 We provide and sell all Services to You only for Your personal and private use/purposes (for the benefit of You and the child for whom the Event is arranged). We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 9.3 Whilst we endeavour to ensure that the form and content of entertainment that We agree to provide will be suitable for and enjoyed by the children at the Event, We are only able to take into account the age range to be catered for if it is communicated to us and confirmed via the Booking Confirmation. Provided that We reasonably endeavour to take into account that information, We will not be responsible or liable if any child at the Event is not content with or does not enjoy the Services.
- 9.4 Nothing in this Agreement is intended to or will exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors) or for fraud or fraudulent misrepresentation.
- 9.5 Furthermore, if you are a “consumer” as defined by the Consumer Rights Act 2015, or a consumer for the purposes of any other consumer protection legislation, nothing in this Agreement is intended to or will exclude, limit, prejudice, or otherwise affect any of Our duties or obligations to You, or Your rights or remedies, or Our liability to You, under:
- 9.5.1 the Consumer Rights Act 2015;
 - 9.5.2 the Regulations;
 - 9.5.3 the Consumer Protection Act 1987; or
 - 9.5.4 any other consumer protection legislation
- as that legislation is amended from time to time.

For more details of Your legal rights, please refer to Your local Citizens’ Advice Bureau or Trading Standard Office.

10. Changes to Terms and Conditions

We may from time to time change the terms and conditions of this Agreement without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such change.

11. How We Use Your Personal Information (Data Protection)

11.1 For the purposes of this Clause 11, “personal information” means any personal data or other personal information relating to You or any third party (including personal information relating to children who will attend the Event).

11.2 To the extent that you provide us with any personal information, You warrant that that personal information is accurate and complete and that We will not, by processing that personal information for the sole purpose of administering the Booking and providing the Services, break any applicable law or regulation.

11.3 In so far as administering, arranging the Booking or providing the Services for You involves Us in collecting, using, or holding or otherwise processing any personal information obtained from You which is personal data, We shall only do so with Your express consent and in accordance with any lawful instructions reasonably given by You from time to time, and the provisions of the Data Protection Act 1998 and Your rights under that Act and this Agreement.

11.4 We may use personal information as follows:

11.4.1 to administer or arrange Your Booking and the Services for You or to offer or provide Services to You;

11.4.2 to process Your payment for the Services;

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

12. Regulations

We are required by the Regulations to ensure that certain information is given or made available to You as a Consumer before We make Our contract with You except where that information is already apparent from the context of the transaction. We have included the information itself either in this Agreement for You to see now, or We will make it available to You before We accept Your offer. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

13. Information

As required by the Regulations:

13.1 all of the information described in Clause 12; and

13.2 any other information which We give to You about any Services or Ourselves and Our business which You take into account when deciding to make a Booking or when making any other decision about Services

will be part of the terms of Our contract with You as a Consumer.

14. Complaints and Feedback

We always welcome feedback from You and, whilst We always use all reasonable endeavours to ensure that Your experience as Our client is a positive one, We nevertheless want to hear from You if You have any cause for complaint. If You have any complaint about the Services or any other complaint about Us, please raise the matter with Us.

15. Miscellaneous

- 15.1 If You make the Booking on behalf of a third party, You are responsible to ensure that the person(s) on whose behalf You make the Booking complies with all of the terms and conditions of this Agreement.
- 15.2 No failure or delay by Us or You in exercising any rights under this Agreement means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of this Agreement means that We or You will waive any subsequent breach of the same or any other provision.
- 15.3 If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected.

16. Law and Jurisdiction

- 16.1 This Agreement and the relationship between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with English Law.
- 16.2 Any dispute, controversy, proceedings or claim between You and Us relating to this Agreement (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by Your residency.