

Terms and Conditions

FUNtastic Commotion Ltd want to ensure that your child and their friends have the best Birthday party! The minimum number of friends your child can invite for a party is 10 with a maximum of 24. The parties are held at suitable venues for the party and selected by us around Hertfordshire, UK.

1. BOOKING CONDITIONS

Your party booking is with FUNtastic Commotion Ltd. We recommend that you book your party at least 4-6 weeks in advance of the party date to ensure availability. Your booking is only confirmed when we have received your 50% deposit or full payment and when we have sent a confirmation invoice, and confirmed in writing that the booking is accepted. Final Payment is due 14 days before the party date. If payment is not made in accordance with these terms we shall have no obligation to perform the services. We shall also have the right to treat your booking as cancelled by you within one week of the booking date, and in accordance with the terms of the paragraph 3 no refund will be made. Late bookings, which are those made less than 14 days before the party date must be paid in full immediately on booking to confirm booking.

2. CANCELLATIONS MADE BY YOU

You can cancel this contract within seven days of conclusion of the contract by you and us. Please note that you cannot cancel the contract once we have started to perform the service, or where you have agreed to us starting to perform the services before the end of the seven days.

To cancel the contract you will need to send a letter to us. You can send the letter by post, email or facsimile or by personal delivery. Contact details for where to send the letter are set out in these terms. If you cancel the contract verbally, you will need to confirm the verbal cancellation in writing and send it to us by one of the means just specified.

Once a party is confirmed no refund will be made if you cancel within 1 calendar week of the booked party date. Thereafter, we reserve the right to retain 50% of the total booking fee if you cancel within 2 calendar weeks of the booked party date, 25% within 3 calendar weeks of the booked party date. However, we will be happy to reschedule the date once without additional charge by us, provided you pay any cancellation and/or rebooking fee and/or surcharge we have to pay to the agreed venue, and/or any additional entertainment booked at your request.

3. CANCELLATIONS MADE BY US

FUNtastic Commotion Ltd shall have the right to cancel the booking at any time provided we pay to you the total amount you have paid. That shall be the extent of any liability we have to you.

4. HEALTH AND SAFETY

You are responsible at all times for the general supervision of children within the party venue. You are also responsible for ensuring that children only leave the party venue with their own parent or guardian, or with a third party agreed by the parent or guardian with you prior to the party. Our responsibility is strictly limited to the supervision of the party activities provided by us during the party hours.

It is a condition of our accepting your booking and running the event that; -

1. You notify us in writing prior to the event of any special needs of any person attending.
2. You notify us in writing of any allergies, which any person attending is known to be suffering from and ensure that any medication which may be needed by anyone attending will be carried by them. Please note that neither we nor our staff are trained to administer medication.
3. You shall ensure that a responsible adult is present throughout the event who is fully

authorised to give instructions in the event of any unforeseen occurrence.

5. LIABILITY

I. You undertake to indemnify and keep indemnified FUNtastic Commotion Ltd, in respect of any damage to property or any other loss of any nature whatsoever that FUNtastic Commotion Ltd may suffer, as a result of any act or omission by you or the children at the party.

II. Except in the case of death or personal injury caused by negligence, our liability under or in connection with this contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise however shall not exceed the price you have paid us.

III. Except to the extent permitted by law, we will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) however arising out of any negligence or breach of the contract on our part and we shall have no liability to pay any money to you by way of compensation other than to refund to you the price you have paid to us.

IV. FUNtastic Commotion Ltd does not accept any liability and shall not be liable for non completion of a party or for any delays arising as a result of:

I. Bad weather, power failure or interruption;

II. Loss, damage or cancellation due to fire, floods or any other cause beyond it's reasonable control;

III. State funerals and days of public mourning;

IV. Strikes, riots, terrorism, or lockouts affecting the party venue and/or the trade with which FUNtastic Commotion Ltd is concerned

6. PAYMENT OPTIONS

We accept visa, mastercard, switch debit cards, personal cheques or cash. We can only accept orders denominated in Pounds Sterling or cheques denominated in Pounds Sterling and drawn on a UK bank.

Please expect a slight delay if paying by cheque as we are unable to confirm your party booking in writing until the cheque clears through the banking system.

7. PRIVACY POLICY

FUNtastic Commotion Ltd is committed to protecting your privacy. We will only use the information that we collect about you lawfully in accordance with the Data Protection Act 1998. We collect information about you to allow us to process your order and to keep you informed about our services. We will never sell your personal information to any third parties.

We will not contact you in the future unless you have given us your consent. The type of information we will collect about you includes: your name, address, telephone number, email address, age at your child's Birthday, special dietary needs. You can check the information that we hold about you by emailing us. If you find any inaccuracies we will delete or correct it promptly.

We may use technology to track the patterns of behaviour of visitors to our site. This can include using a "cookie" which would be stored on your browser. You can usually modify your browser to prevent this happening. The information collected in this way can be used to identify you unless you modify your browser settings.

8. COPYRIGHT

The FUNtastic Commotion game and the contents of the website are subject to and protected by: Copyright © 2007 FUNtastic Commotion Ltd ALL RIGHTS RESERVED. Trademarks: The FUNtastic Commotion logo a registered trade mark and is owned exclusively by FUNtastic Commotion Ltd.

None of the material on the website or any aspect of the FUNtastic Commotion game may be copied, reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form by any means, including but not limited to, electronic, mechanical, photocopying, recording or otherwise without the prior written permission of FUNtastic Commotion Ltd.