NORTH MERCHISTON BIRTHDAYS PARTIES – TERMS AND CONDITIONS.

Birthday party Terms and Conditions for Bouncy Castle hire.

Only our bouncy castle is allowed to be hired and used during birthday parties. Outside companies will not be permitted access to the hall.

NO SHOES

NO FOOD OR DRINK

NO SPECTACLES

NO PARTY POPPERS

NO SILLY STRING

NO FACEPAINT / JEWELLERY

NO GLITTER

There must always be an adult supervising.

Do not inflate/deflate while kids are on/inside bouncy castle.

No overcrowding, stick to 8 max.

Similar size kids at a time.

Keep safety mats in position in front of bouncy castle.

No somersaults, front or back flips.

No rough play, wrestling or kicks.

Do not move or reposition.

1. **Information about us**

We are a registered charity. Our charity number is SCO13785. Our office is at 48 Watson Crescent, Edinburgh, EH11 1EP.

You can contact us by phone on 0131 622 1757, or email [info@northmerchiston.co.uk](mailto:info@northmerchiston.co.uk). If we need to contact you, we will do so by either the phone number or email address provided on your booking form.

1. **Our contract with you**

The contract between you and North Merchiston will start once we confirm our acceptance of the booking by sending email confirmation.

Food selection. You will be given options on the party food choices available at the time of booking and you must confirm your selection in advance, either at the time of booking the party or at least 7 days before the date of the party. Please inform us in advance of any known food allergies, intolerances and/or dietary requirements of any of the people attending the party.  It is the responsibility of the party host to establish if any of the party have allergies or intolerances.

1. **Providing the service**

We are not responsible for delays outside our control. If our provision of goods and/or services is affected by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to seek to minimise the effect of the delay. Provided we do this we will not be liable for the impact of the delay, but if there is a risk of substantial impact then you may contact us in advance.

We may also re-schedule the party if you do not pay. If you do not pay us for the party when you are supposed to (see clause 4.8) and you still do not make payment within 3 days of us reminding you that payment is due, we may cancel the party.

1. **Party rules and information.**

You are required to make sure that the guests at the party comply, with the following party rules (and the rules of play displayed on the Bouncy Castle Terms and Conditions).

Allowable age ranges for children attending parties are stated in the party booking form.

Parents and/or carers of the children attending the party must always be present during the party. At all times, there must be a ratio of a minimum of 1 adult per 8 children for supervision purposes.

All children must be accompanied by an adult when using the bathroom or café facilities.

All children and adults should stay within the hired area and will be asked to return.

North Merchiston Club staff will not be responsible for supervising the party and will only be required during party set up/set down and if food is supplied by us. We can and may check in on the progress of the party at varying intervals. If there are any issues with the party, you must inform us instantly to allow us to try and fix any problems that occur.

The price for the party. All details for the party including price, timings, age appropriate and included items, are all displayed on the party booking form.

When you must pay and how you must pay. You must pay for the party in full in advance of the party either at the time of booking or at least 12 days before the date of the party. We accept payment in cash or by credit / debit card. A deposit of £30 must be paid within 2 weeks of booking otherwise we remove your provisional booking.

There is to be NO glitter, confetti, party poppers or silly string and no balloons left behind. The hall is to be left in a clean and tidy manner.

Party bookings of 2.5 hours are split into 3 periods. 30 mins for you to set up before, 90 mins of party time and 30 mins for you to clean and tidy up before leaving at booking end time. These 30 min periods are not extensions of your party.

North Merchiston will supply refillable jugs of water, orange and a blackcurrant squash and cups. However, we take no responsibility in supplying any utilities required to serve or dish out food.

Food brought in by you or any guests must only be in the form of solid finger foods. No hot foods or foods which could cause excessive mess or staining to the premises.

NO food shall be stored, heated or cooked/baked in Café 48.

Any items you bring including decorations, food, drinks and utensils must be taken with you when you leave or left in black bags for disposal.

No alcohol is permitted on the premises at any time.

Inside the party hall hired, only staff are permitted in certain areas which are clearly marked. These are on the stage or behind the green curtain.

1. **Your right to makes changes.**

If you wish to make a change to the party, please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the party, the timing or anything else which would be necessary because of your requested change.

**Our right to make changes.**

Minor changes to the services. We may change the goods and/or services relating to the party (a) to reflect changes in relevant laws and regulatory requirements; and (b) to implement minor adjustments and/or improvements, for example to maintain high levels of health and safety at the venue.

More significant changes to the services and these terms. If we decide to make changes to these terms or the goods and/or services provided in relation to the party, we will notify you and, if you are unhappy with the proposed change, you may then cancel the party (provided that you do so within 5 days of being informed of the change) and receive a full refund before the changes take effect.

1. **Your rights to end the contract.**

You can always end the contract before the party has taken place and paid for. You may contact us at any time to cancel the party, but you will not receive a refund.

What happens if you have good reason for cancelling the party. If you are cancelling the party for a reason set out at (a) to (d) below, the contract will end immediately, the party will be cancelled, and we will refund you in full for any services which have not been provided or have not been properly provided. The relevant reasons are:

(a) we have told you about an upcoming change to the services or these terms which you do not agree to.

(b) we have told you about an error in the price or description of the services you have ordered, and you do not wish to proceed.

(c) we have notified you that there is a risk the services may be significantly delayed because of events outside our control.

(d) we have notified you that we will need to re-schedule the date of the party.

What happens if you cancel the party without a good reason. If you are not ending the contract for one of the reasons set out in clause 7.2, the contract will end immediately, the party will be cancelled but we reserve the right to charge you 50% of the price of the party as compensation for the net costs, we will incur because of your ending the contract. We may deduct this sum from any payments that you have made to us in advance, for example, food items bought.

1. **Our rights to end the contract.**

*We may end the contract if you breach it.* We may end the contract at any time by writing to you if:

* you do not make any payment to us when it is due, and you still do not make payment within 3 days of us reminding you that payment is due; or
* you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the party, for example, your name and contact details and the number of people attending the party.

*You must compensate us if you breach the contract.* If we end the contract in the situations set out in clause 9.1, we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you 50% of the price of the party as compensation for the net costs, we will incur.

*We may stop providing the services*. We may write to you to let you know that we are going to stop providing parties at our venue. We will let you know at least 30 days in advance if we decide to stop providing parties and will refund any sums you have paid in advance.

1. **If there is a problem with the services.**

How to tell us about problems. If you have any questions or complaints about the goods and/or services provided at the party, please contact us by email at [info@northmerchiston.co.uk](mailto:info@northmerchiston.co.uk)

We are insured with full public liability insurance against the failure of our hire equipment; any claim is subject to an excess which the hirer concerned would be liable for.

1. **Our responsibility for loss or damage suffered by you.**

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer, that is, a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services.

We are not liable for business losses. We only provide parties for domestic and private use. If you use the goods and/or services provided under these terms for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We are not liable for theft or damage to property. Any individual attending a party is solely responsible for looking after their own property and North Merchiston will have no liability in respect of any lost, stolen or damaged property, except where such liability cannot be excluded by law.

1. **Our responsibility for loss or damage suffered by you.**

How we will use your personal information. We will only use the personal information that you provide to us to (a) provide the goods and services to you and your guests at the party and (b) process your payment for the party.

1. **Other important terms.**

Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Even if we delay in enforcing this contract, we can still enforce it later.

If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaching this contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you do not pay in advance and we do not chase you for payment, but we provide the party, we can still require you to make the payment later.

In by checking the red box you agree to comply with the rules, regulations and conditions set down by North Merchiston Club as listed above in their Hire Agreement and you understand your insurance will be void if the Hire Agreement is not complied with.

Name:- Date:- ☐