

Regency Entertainment - Terms and Conditions

These are the standard Terms and Conditions which apply to all Entertainment booked with Regency Entertainment, of _____ (“the Company”).

1. Definitions and Interpretation:

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“**Booking**” means the provisional booking of the Entertainment, including setting the date and agreeing the fees;

“**Booking Confirmation**” means our confirmation that the Booking has been accepted;

“**Contract**” means the contract formed once the Booking has been accepted, as explained in clause 2;

“**Entertainment**” means the DJ, Candy Cart, Photo booth, decor, or other entertainment we are providing, as detailed in the Booking Confirmation;

“**Event**” means the wedding, party, or other event at which we are to provide the Entertainment;

“**Price**” means the price payable for the Booking;

“**Venue**” means the premises at which the Event is to be held, and includes any part of it;

“**We**”, “**Us**” and “**Our**” means the Company and includes our employees, subcontractors and agents;

“**You**” and “**Your**” means the person making the Booking. Where the person making the Booking is doing so on behalf of another person or group of people, that person confirms they have the authority to contractually bind and enter into the Contract on behalf of that other person or group of people.

1.1 Each reference in these Terms and Conditions to “writing” and “written” includes emails and text messages.

1.2 The headings used in these Terms and Conditions are for convenience only and will have no effect on their interpretation.

1.3 Each reference to the singular number shall include the plural and vice versa. Each reference to any gender shall include the other gender. References to persons shall include corporations.

2. The Contract and the Booking

2.1 These Terms and Conditions govern all Entertainment provided by us and will form the basis of the Contract between you and us. Before making a Booking, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask us for clarification.

2.2 Nothing we may provide to you including, but not limited to, sales and marketing literature or price lists, constitutes a contractual offer capable of acceptance. Your Booking constitutes a contractual offer that we may, at our discretion, accept.

2.3 All Bookings will be subject to these Terms and Conditions. A legally binding Contract between you and us will be created only once we accept your Booking, which will be indicated by us sending you our Booking Confirmation. Booking Confirmations will be provided in writing.

2.4 It is your responsibility to disclose anything that may be relevant to your Booking. This may include, but is not limited to, dietary requirements and allergies. We will advise if we can make the suitable arrangements for such.

2.5 Once the Booking has been confirmed, any rescheduling and/or cancellations will be subject to clause 8 below.

3. The Entertainment

3.1 You must ensure that the Venue is suitable for the Entertainment, including that there is sufficient space and power availability. We will discuss this and any further requirements at the time of arranging your Booking. If, on arrival, the agreed requirements have not been met, we reserve the right to cancel the Booking and no refunds will be offered.

3.2 You must give us correct contact details to allow us to liaise with the Venue

3.3 You must allow us sufficient time for installation and dismantling of our equipment and decoration prior to, and

after, the Event. If you have not allowed for such within the Event, the Entertainment shall be cut short in order to allow for such time, or we may cancel the Entertainment and no refunds shall be offered.

3.4 If the performance of the Entertainment is delayed because of an inability to gain access to the Venue, the delay of the Entertainment due to the delay of the Event, or any other delay which is beyond our control, you shall not receive a refund or extended Entertainment.

3.5 Where we are providing candy carts or chair coverings, you will need to specify the amount needed when making your Booking. Should the number of participants increase we require reasonable notice prior to the Event date. We will endeavour to cater for such, however cannot guarantee that it will be possible. Any changes may affect the Price due to the additional resources and set up time.

3.6 You must provide adequate supervision of all participants, including children, and will be liable for any loss or damage to the equipment or decoration caused by participants. Any mistreatment of staff or other representatives of us will result in the immediate discontinuing of the Entertainment.

3.7 All persons attending the Event agree to abide by these Terms and Conditions and any specific rules and reasonable instructions we (or any third party instructed on our behalf) may provide. Where you have made the Booking on behalf of any other person(s), you agree to accept full responsibility for their actions or lack of actions and will ensure each individual complies with these Terms and Conditions.

3.8 We reserve the right to insist you refuse entry, or remove from the Venue, without any right to a refund, any person who, in our sole opinion, is not complying with these Terms and Conditions or is exhibiting offensive, violent or unsafe behaviour. We also reserve the right to abort the Event should this condition not be suitably complied with.

4. Price and Payment

4.1 The Price of the Entertainment and the deposit amount required will be detailed on the Booking Confirmation.

4.2 Where a “provisional” booking is made, the Booking will only be confirmed once you have paid the deposit and we have sent you the Booking Confirmation.

4.3 Deposits are non-transferable and non-refundable except in accordance with clause 8 below.

4.4 Unless otherwise agreed the balance of the Price is payable no later than 4 weeks prior to the date of the Event. Where full payment is not received 4 weeks prior to the Event, we reserve the right to cancel the Booking and will retain any deposits paid.

4.5 For short-notice Bookings where the Event is to take place within 3 weeks of the booking date, we require payment in full at the time of Booking. In the event of cancellation or rescheduling, no refund will be offered.

4.6 Payment is due within 14 days of receipt of invoice.

4.7 Our Prices may change at any time but these changes will not affect Bookings that we have already accepted.

4.8 All Prices include VAT, where applicable. If the rate of VAT changes between the date of your Booking and the date of your payment, we will adjust the rate of VAT that you must pay. Changes in VAT will not affect Bookings where we have already received payment in full from you.

4.9 We accept payment by BACS or in cash. Receipts will be provided on request.

5. Problems with the Event and Your Legal Rights

5.1 We always use reasonable efforts to ensure that the Event is trouble-free. If, however, there is a problem with the Event, we request that you inform us at the time and we will endeavour to resolve it.

5.2 If you are a consumer, you have certain legal rights with respect to the purchase of services. Nothing in these Terms and Conditions seeks to exclude or limit your legal rights as a consumer. For full details of your legal rights and guidance on exercising them, it is recommended that you contact your local Citizens’ Advice Bureau or Trading Standards Office.

6. Our Liability

- 6.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence (including that of our employees, agents or subcontractors). Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by you and us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 6.2 Nothing in these Terms and Conditions seeks to exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees, agents or subcontractors); or for fraud or fraudulent misrepresentation.
- 6.3 Under no circumstances will we be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 6.4 We are not responsible for damage to the Venue or for loss or damage of any personal belongings, unless caused by us.
- 6.5 We will carry out an inventory check before we leave. Any loss or damage to our equipment, caused by you or any person attending the Event, must be paid for immediately.

7. Events Outside of Our Control (Force Majeure): We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: adverse weather, power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, fire, flood, storm, earthquake, subsidence, acts of terrorism (threatened or actual), acts of war, epidemic or natural disaster, or any other event beyond our reasonable control.

8. Rescheduling & Cancellations

- 8.1 You may amend your Booking other than the date after receiving the Booking Confirmation, no later than 4 weeks before the Event date. We will use all reasonable endeavours to accommodate any requested changes but cannot guarantee that we will be able to do so. If doing so means that we will incur higher costs, we will inform you and ask you how you wish to proceed before taking any action.
- 8.2 You may cancel your Booking in writing at any time. However, if you do so, you will lose any deposit paid. If you cancel the Booking less than 4 weeks in advance of the Event date, we will retain the deposit and the final balance payment(s).
- 8.3 Should you cancel within 6 months prior to the Event date, we will retain the deposit and the remaining balance will be due.
- 8.4 You may also cancel the Booking and the Contract by giving us written notice in any of the following circumstances:
- 8.4.1 If we have breached the Contract in any material way and have failed to remedy that breach within 14 days of you asking us to do so in writing; or
- 8.4.2 If we enter into liquidation, go bankrupt or have an administrator or receiver appointed over our assets; or
- 8.4.3 If we change these Terms and Conditions to your material disadvantage.
- 8.5 If you cancel in accordance with any of the circumstances listed in clause 8.4, we will refund any payments made to us in advance, within 14 days of our acceptance of your cancellation, provided the Event has not yet taken place.
- 8.6 We may cancel your Booking at short notice or abandon the Event in the following circumstances:
- 8.6.1 If the required personnel are unavailable for any reason;
- 8.6.2 If an event occurs outside of our reasonable control;
- 8.6.3 If you fail to make a payment on time as required under clause 4; or
- 8.6.4 If you have breached the Contract in any material way and have failed to remedy that breach within 14 days of us asking you to do so in writing.
- 8.7 If we cancel your Booking due to either of the circumstances detailed in clauses 8.6.1 or 8.6.2, we will contact you in

writing as soon as is reasonably possible and will offer to rebook. If you have made any payments to us under clause 4 (including, but not limited to, the deposit), these will be refunded as soon as is reasonably possible. If we cancel due to either of the circumstances detailed in clauses 8.6.3 or 8.6.4, no payments made to us will be refunded.

- 8.8 For the purposes of this clause 8, a breach of the Contract will be considered 'material' if it is not minimal or trivial in its consequences to the cancelling party. In deciding whether or not a breach is material, no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.

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

- 9.1 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 EU General Data Protection Regulation 2016.
- 9.2 We may use your personal information to provide the Entertainment, to process your payment and/or to inform you of new offers and services available from us. You may request that we stop sending you this information at any time.
- 9.3 We may also take and use photographs and videos from the Event in marketing literature, on social media and on our website. Please let us know if you do not consent to this. Any photographs and videos we take will belong to us.
- 9.4 We will not pass on your personal information without first obtaining your express permission.

10. Other Important Terms

- 10.1 We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (if 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 and Conditions will be transferred to the third party who will remain bound by them.
- 10.2 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.
- 10.3 The 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.
- 10.4 Any part of these Terms and Conditions found to be unlawful, invalid or otherwise unenforceable would be severed from our Contract. The validity and enforceability of the remaining parts of the Contract would not be affected.
- 10.5 If the rights under these Terms and Conditions are not exercised or enforced following a breach of contract by either party, this does not mean that either of us has waived our right to do so at a later date.

11. Governing Law and Jurisdiction: These Terms and Conditions and any Contract between us will be in accordance with the laws of England and Wales and any dispute will fall within the jurisdiction of the courts of England and Wales.