

Terms & Conditions

The Anywhere Parties has made every effort to word these terms and conditions in plain English, with clarification of various clauses where necessary. If you do not understand any part of these terms, please call us for clarification or seek legal advice before agreeing to them. Any booking WHETHER CONFIRMED VERBALLY, ELECTRONICALLY OR IN WRITING will be subject to a legally binding Contract carrying the following non-negotiable Terms & Conditions of Booking:

1. Definitions

The booking Contract ("Contract") is negotiated by Anywhere Parties (the "Agent") between the Client ("Client") and the Artiste ("Artiste"). The Client understands that the Artiste(s) (i.e. entertainer(s) and service provider(s) such as face painter(s), performing artiste(s), balloon decorator(s), catering provider(s), photographer(s), etc.) are sub-contracted by Anywhere Parties. In this respect, Anywhere Parties acts as a contractor agency in issuing this Contract to self-employed "Artistes" and cannot be held responsible for non-fulfilment of bookings or non-payment of fees. A booking ("Booking") is any electronic or written request securing entertainment for a specific date from the Client to the Agent.

2. Client Data

i. Sharing of Essential Data

The Client gives the Agent permission to share client data with the Artiste(s) (i.e. essential information required to fulfil the Contract).

ii. E-mail Communications

The Client understands that by filling out the Booking Form or Feedback Form they give full permission to the Agent to contact the Client via the Client's e-mail address at a later date.

iii. Although Anywhere Parties shares client data with the Artiste in order that the Artiste will use it solely for the fulfilment of the Contract, Anywhere Parties is not responsible for how the Artiste uses such data.

3. Confirming the Booking

i) 'Confirmation' ("Confirmation") will mean any electronic or written acceptance of this booking by BOTH the Client and the Artiste.

ii) All Bookings take effect immediately upon Confirmation.

ii) Non-signature/non-return of Contract is not sufficient to cancel the booking or acceptance of these terms.

Upon 'Confirmation' of the Booking, Anywhere Parties will issue a Contract to the Client and the Artiste for confirmation of details by electronic email. Both the Client and the Artiste may keep one copy of the Contract for their personal records. Anywhere Parties will store the Contract(s) for safe keeping (copies available on request) and will act as the Agent negotiator between both parties for the period up to and including the date of the event and for twenty-four months after the event.

4. Changes to Contract

i. The agreed booking fees may be subject to change (in agreement with both the Client and the Artiste) if any details on the Contract are altered. All changes to the Contract must be arranged and agreed by Anywhere Parties in advance of the event.

5. Right to Refusal of Services

Anywhere Parties reserve the right to refuse service to anyone for any reason at any time.

6. Policy on abuse

Should the Artiste, at any time, experience abuse in any manner from the Client or any individual at the event, contract terms will immediately be terminated without hesitation. The Artiste and Anywhere Parties reserve the right to cancel all contract terms and conditions under 'any and all' abuse.

7. Payment of fees

The Client pays 50% of the fee deposit to Anywhere Parties upon booking entertainment and/or services with Anywhere Parties. The remaining balance is paid in cash on the day of the booking to the entertainer. Fees can be paid by Credit/debit card.

If any fee which the Client is due to pay prior to the event has not been received at least 5 working days before the event, the Artiste has the right to cancel the Booking without penalty and the Client will forfeit any other fees paid previously and remain liable for any cancellation fees due (see clause 8.)

8. Cancellations

Cancellation by the Client:

In the event that the Client cancels the Booking, the Client agrees to inform Anywhere Parties immediately. Anywhere Parties agrees to inform the Artiste of the cancellation immediately.

i) Cancellation by the Client less than 28 days prior to the engagement will result in a cancellation charge of 50% of the total booking fee (the sum of the deposit made at the time of booking plus the remaining balance) made payable to Anywhere Parties by the Client.

ii) Cancellation by the Client less than 14 days prior to the engagement will result in a cancellation charge of 75% of the total booking fee (the sum of the deposit made at the time of booking plus the remaining balance) made payable to Anywhere Parties by the Client.

iii) Cancellation by the Client less than 7 days prior to the engagement will result in a cancellation charge of 100% of the total booking fee (the sum of the deposit made at the time of booking plus the remaining balance) made payable to Anywhere Parties by the Client.

If the Artiste is able to re-fill a cancelled date then no cancellation fees will be due unless the new date is of a lower value than the cancelled date in which case the Artiste will be entitled to recover from the Client the difference in value, excluding travel costs & expenses.

In the event of a cancellation, the Artiste agrees to make all reasonable attempts to refill the date.

It is the Client's responsibility to ensure their venue can accommodate the Artiste and cancellation of the Booking or non-performance of the Artiste due to venue restrictions will place the Client liable for cancellation fees as detailed above.

All cancelled party bookings due to COVID-19 will be given a grace period of 12 calendar months to rebook their party without losing their initial deposit payment. The booking will be transferred, subject to availability, within a maximum period of 12 calendar months from the original party booking date

Cancellation by the Artiste:

Cancellation by the Artiste is not allowed for any reason except circumstances covered by 'Force Majeure' (see clause 23.)

In the unlikely event that the Artiste cancels the booking, the Artiste agrees to inform Anywhere Parties immediately. Anywhere Parties agrees to inform the Client of the cancellation and make all reasonable attempts to find a suitable replacement Artiste of similar standard, style & value, at no extra cost to the Client. Should a suitable replacement not be found, Anywhere Parties agrees to refund the Client their booking fees already paid in advance.

Should the Artiste cancel a booking under circumstances not covered by 'Force Majeure' (see clause 23), the Client may pursue unlimited damages from the Artiste as they see fit.

The Artiste also agrees to pay Anywhere Parties an administration fee, the amount of which is determined by Anywhere Parties, and this must be paid to Anywhere Parties within 7 working days on cancellation.

The Artiste also agrees to pay any difference between the balance of this Contract and the fees charged by any replacement Artiste arranged for the Client by Anywhere Parties.

There will be no refund given to the Client against the booking fee already paid, and no 'administration charge' will be made to the Artiste if a replacement Artiste of similar value can be arranged by Anywhere Parties and agreed by the Client. However, should a replacement Artiste charge a much lower fee, the Client will be refunded a proportionate amount of their booking fee. Where possible, the Client and Artiste will be contacted to agree this in advance.

If a replacement Artiste is required last minute and the Client is not happy to accept the replacement Artiste, they must not allow the replacement Artiste to perform. If the replacement Artiste is allowed to perform, their full fee will be due.

9. Late payment of fee

i. Failure by the Client to pay the booking fee within the terms specified will result in Client being in default of Contract. The booking may be cancelled and the Client will be bound by the cancellation clauses in part 8 of these Terms and Conditions.

10. Responsibility for incorrect information in the booking

If the booking information is incorrect in any way, then it is the Client's responsibility to inform Anywhere Parties of any/all changes. This is not included in the price.

11. Complaints

If through their own fault the Artiste is unable to fulfil part of the event schedule or breaks the terms of this Contract and the Client would like to claim a reduction on the Artiste's fee, a complaint must be made in writing to Anywhere Parties no more than 30 days after the event. Full payment must still be made to the Artiste as agreed in the Contract. Withholding payment is illegal. Failure to pay the Artiste within the terms of this Contract will incur charges outlined in clause 7 (see above) and may render the Client subject to prosecution. Whilst Anywhere Parties cannot be held responsible for the actions or failures of either the Client or Artiste, we will make every effort to settle disputes without the need for either party to take legal action against each other. Once the Client has made a written complaint, Anywhere Parties will contact the Artiste to discuss the complaint and request a written statement detailing their version of events. Anywhere Parties will act as mediator between Client and Artiste in order to come to an amicable agreement over any refund or expense which may be due. If Anywhere Parties cannot settle the dispute to the mutual satisfaction of both Client and

Artiste, both parties must settle the matter directly via their own legal representatives. Any dispute between the Client and the Artiste based on changes to the Contract/performance that were agreed by both the Client and the Artiste, but not confirmed by Anywhere Parties in writing, must be settled between the Client and the Artiste directly. Anywhere Parties will not be able to mediate over these agreements or changes.

13. Changes on the day

Where possible, changes to the Contract schedule, which are unavoidable on the day of the event, should first be discussed & agreed with the Agent. Should this not be possible, changes are to be agreed between the Client and the Artiste prior to performance. Any changes will be subject to these Terms and Conditions.

If changes negotiated between the Client and the Artiste on the day of the event are agreed to incur additional costs to the Client, the Artiste accepts full responsibility for arranging the collection of additional fees and agrees that these fees will be subject to Anywhere Parties standard rate of commission.

14. Delayed event schedules and late finish fees

If due to the late running of or alterations to the event schedule which is no fault of the Artiste, the Artiste is not able to perform their full performance time within the schedule outlined in the Contract, there will be no reduction in the Artiste's fee.

If the event runs late and the Artiste is asked and agrees to finish later than the finish time in the booking Contract, and the Artiste does not agree an additional surcharge, then the following standard 'late finish' fees will be charged:

10% of the total balance due per ½ hour over run, payable on the day of the event by the Client to the Artiste in cash or by cheque.

The Artiste has the right to refuse to finish later than the Contracted finish time without penalty.

15. Extended performance fees

If the event schedule is changed on the day and the Artiste is required and agrees to perform for longer than the 'Performance times' agreed in the Contract, and no additional surcharge is agreed by the Artiste on the day of the event, the following standard 'Extended performance fees' will be charged:

25% of the total balance for every 25% that the originally agreed performance times are extended, payable by the Client to the Agent following the event.

The Artiste has the right to refuse to extend their performance times without penalty.

16. Re-engagement of the Artiste

The Client agrees to negotiate all future Bookings of the Artiste with Anywhere Parties and not with the Artiste directly, for the period covering the issue date of this Contract until 24 months after the event date on this Contract.

The Artiste agrees not to hand out business cards or any promotional materials bearing their personal telephone number and/or address, or any other contact details other than those of Anywhere Parties to the Client, their guests, staff, venue or Contractors. If approached, the Artiste must inform the person(s) concerned to contact Anywhere Parties. Any other action will contravene the terms of this Contract and if you are found to have done this you will cease to be used by Anywhere Parties.

17. Expenses

If the Client agrees to cover additional expenses incurred by the Artiste (such as taxi's, food, rehearsal time, hotel, flights etc), the Artiste must provide receipts and an invoice to the Agent within 60 days after the event.

The Client must reimburse all expenses to the Agent within 28 days of invoice.

18. Artiste service guarantee

The Artiste agrees to provide a performance that is to the best of their ability, and reflects fully the likeness of the Artiste's show as known to Anywhere Parties and as advertised to the Client via promotional materials, profiles, pictures, videos, web page or verbal description etc. The Artiste will make every effort to ensure their performance is outstanding, adhere to the Client's wishes within all reasonableness, be polite and courteous with the Client, their guests and all venue staff and Contractors.

The Artiste agrees to provide all equipment required to undertake this performance, unless the equipment has been contractually agreed to be provided by the Client or a third party. It is the Artiste's responsibility to ensure the good working order & safety of their own equipment and to obtain all necessary insurances & certification.

The Artiste agrees that their fee is inclusive of all expenses (except those that have been agreed to by the Client and will be invoiced post the event), including holiday entitlements, travelling expenses to and from the venue, tax, N.I. etc. and covers any payments whatsoever.

The Artiste will refrain from drinking alcohol before, during and after the performance at all times when the Client or their guests are present.

The Artiste will not under any circumstances partake of any illegal drug use on the day of the event, or whilst at the event 'venue', or whilst in the presence of the Client, their guests, venue staff or other associated suppliers or Artistes.

The Artiste will not smoke in restricted areas or park their vehicles in restricted areas at the performance venue.

The Artiste will not display any other conduct deemed anti-social, illegal, nor reflecting badly upon themselves, Anywhere Parties, or the Client.

The Artiste at the time of agreeing to this Contract shall not be under any Contract to a third party that might preclude him/her from fulfilling the engagement.

The Artiste shall be suitably and tidily dressed during their performance except with the consent of the Client or where the wearing other attire is deemed to be a necessary part of their act.

The Artiste is not employed by Anywhere Parties and they are responsible for their own accounting and payment of TAX, VAT & National Insurance contributions.

The Artiste accepts full responsibility for maintaining their own Public Liability Insurance (which should be to a minimum of £1,000,000 cover), DBS (CRB) certificate, their own equipment insurance, vehicle insurance and for carrying out the P.A.T. testing of their equipment where applicable.

The Artiste understands and agrees that while in Mascot costume they will never carry a birthday cake.

19. Artiste equipment

- i. It is agreed by the Client and the Artiste that the equipment and instruments of the Artiste are not available for use by other performers or persons except by specific permission of the Artiste.
- ii. The client is responsible for any damage sustained to Anywhere Parties costume(s) and/or equipment at the event, in cases where the damage was caused (purposefully or accidentally) by any non-Anywhere Parties person at the event. To be responsible in this case means that the Client is liable to pay Anywhere Parties the fee of replacing or repairing the damaged costume(s) and/or equipment. This fee is determined at the discretion of Anywhere Parties only.

20. Artiste's wellbeing during the event

If the Artiste requests water, this should be provided at no charge.

21. Artiste's discretion regarding their attention and flow of the event

Whilst we (Anywhere Parties) understand that this is the birthday child's special day, as entertainers we feel that, at times, it is not advantageous to single out the child as per the effect that it can have

on the birthday child themselves or the other young guests at the party. Therefore, we leave it to the discretion of the Artiste to go with the flow of the party and be sensitive towards shyness and other common characteristics which lend themselves to the act of singling out children in any way to not be in the best interest of the child, the children and/or the fun flow of the event. Therefore, it is not mandatory that the birthday child be singled out.

22. Responsibility for children and adult supervision

It is Anywhere Parties policy that Artistes and all staff working for Anywhere Parties are not permitted to be left alone with any child (or children) at any time. It is therefore the client's responsibility to ensure, at all times, that the child (or children) is supervised by a responsible adult, other than Anywhere Parties staff.

Puppet Shows provided to children aged 3 and under must have adult supervision. Children of this age enjoy touching and playing with the puppets – we welcome this but understand some parents assume the children will not do this and therefore request they are supervised.

23. Force Majeure

In cases of 'Force Majeure' (which shall be known as war, fire, death, illness or other capacity certified by a properly qualified medical practitioner, epidemic, accident, civil commotion, national calamity, order of Government or Local Authority having jurisdiction in the matter, changes in law, foreign government policy, act of God), which are not attributable to any act or failure to take preventive action by the Artiste or Client, then the Artiste or Client may cancel this booking without penalty other than loss of payment already made.