



[www.thepartypod.co.uk](http://www.thepartypod.co.uk)  
**THE PARTY POD 48 WHEELER STREET, MAIDSTONE, ME14 1UA**

## **Terms and Conditions.**

These conditions set out the basic on which we provide Party Packages and Play. We are THE PARTY POD Children's parties, we can be found at the Party Pod, 48 Wheeler Street, Maidstone ME14 1UA.

Definitions of words used in these Conditions can be found in paragraph 10 of these Conditions.

### **1) Acknowledgement and Acceptance of Order**

No Contract will exist between you and us until we have received a deposit. Through payment of this deposit you are deemed to have accepted our party terms and conditions. We reserve the right prior to this stage to decline any request by you for a Party Package.

### **2) Payment**

Payment for the Party Package will be due in the following instalments:

- a) A deposit must be submitted to us to secure the booking.
- b). The balance of any extra packages price will be payable 7 days prior to the party. Once you have confirmed your party numbers and processed your final payment, we are unable to offer any form of refund, however in certain circumstances, can reschedule a party date.
- c) The balance of the price is due the day before the party and must be processed before then.
- d) Where the order as stated in the Party Confirmation is varied, any sum payable by you as a result of any variation to such original order will be payable by you in full when we agree to that variation, or as otherwise agreed by us in writing.

### **3) Party Bookings**

Party bookings are for a maximum of 30 children in Party Room One and 15 children in Party Room Two. Please note the parties are for 2 hours only.

### **4) Variation by Us**

We reserve the right to change the content of any of the Party Packages and their running order if necessary.

### **5) Rules**

- a) The rules of Parties and Play will apply to these Conditions as stated herein.
- b) The Party Organiser should arrive 15 minutes prior to the start of the party. We cannot grant access any earlier.
- c) Party Organiser must inform THE PARTY POD staff of any food allergies or similar materially important facts concerning all children within their party.
- d) Party Organisers are able to bring large helium balloons and string banners, but we cannot allow anything that sticks to our walls.

Cello-tape is forbidden due to the walls being painted  
Children must stay in their assigned party room

## **6) Liability**

Parents/carers/guardians or hosting parents are to remain responsible for the children at their party **AT ALL TIMES**. THE PARTY POD, its staff, employees or any person connected with THE PARTY POD are not liable or responsible for any person whilst in the Party Pod venue or within the surrounding external areas, including roads and pathways.

The activities of THE PARTY POD are of a physical nature and the company, its owners, directors, employees or anyone connected to the company accepts no liability for any physical injury, death, loss or damage to persons whilst in the premises or its land. This applies to loss of property accruing on the premises whether occasioned by negligence or howsoever otherwise arising.

## **7) Photographs and Video**

THE PARTY POD reserves the right to use any photograph/video taken at any party or event organised by THE PARTY POD, with expressed permission of those included within the photograph/video. We may use the photograph/video in publications or other media material produced, used or contracted by THE PARTY POD including but not limited to: brochures, invitations, books, newspapers, magazines, television, websites, etc. Any person desiring not to have their photo taken or distributed must contact Lauren Brindley in writing of his/her intentions and include a photograph. THE PARTY POD will use the photo for identification purposes and will hold it in confidence.

## **8) Cancellation**

- a) If you cancel your booking please be aware that your £80 deposit is non-refundable.
- b) Subject to our sole discretion cancellations due to illness or other serious factor may be rebooked without incurring any fee.

THE PARTY POD Reserves the right to cancel any party or event due to external factors including but not limited to, extreme weather, road closures, illness etc. In these circumstances full refunds and date changes are offered

## **9) Law and Jurisdiction**

These Conditions are to be governed by and interpreted in accordance with laws of England. Legal action in connection with these Conditions may only be brought in the courts of England and Wales.

## **10) Definitions**

In these definitions the following expressions have the following meanings:

Conditions: The conditions in this contract and changed we make to them

Contract: The contract between you and us authorizing us to provide the Party Package in accordance with these Conditions.

Deposit: The £80 payment that secures your timeslot

Party: The party for which we are providing the Party Package.

Party Organiser: The parent or guardian responsible for the children at the Party.

Party Package: The service we provide for your party.

Party Confirmation: The confirmation email sent to you by us confirming details of your Party.

Price: The total fee payable by you for the provision of the Party Package.

Rules of Play: The rules which apply to playing at the Site and which are attached to these Conditions.

Site: THE Party Pod.

'We, us or our': The Party Pod Children's Parties

'You': The customer

**By Booking Onto Our Parties You Agree To The Terms And Conditions Listed Above.**