



Hoopstar Entertainment

Terms and Conditions

1. BOOKING CONDITIONS

- 1.1 All services and products offered and available through Hoopstar Entertainment are subject to availability.
- 1.2 Please note that a party is not booked and confirmed until either a deposit has been paid by either BACS, PAYPAL or Cheque to Hoopstar Entertainment and cleared into our bank account, or the full amount has been paid and cleared. You will receive a confirmation from us, acknowledging payment and confirming the booking.
- 1.3 Please note for bank transfer payments, we require an email from you to notify us that the payment has been made and for the deposit or full payment to have cleared into our bank account. You will receive a confirmation from us, acknowledging payment and confirming the booking.
- 1.4 Please note if you have not had a confirmation email from us acknowledging payment, our services are not booked in.
- 1.5 Please note one of our entertainers will not attend the booking if the deposit has NOT been paid.
- 1.6 Cooling Off Periods:
 - When a booking is made 90 days or more in advance of the party date, a 14 day cooling off period applies, in which the deposit is still refundable
 - When a booking is made within 30 days to 90 days in advance of the party date, a 7 day cooling off period applies, in which the deposit is still refundable
 - When a booking is made within 30 days of the party date, no cooling off period applies and the deposit is non-refundable
 - Once a cooling off period expires and a cancellation is made the deposit is non-refundable
- 1.7 Once your deposit has been paid either via BACS, Paypal or Cheque and has cleared into Hoopstar Account, then you have therefore agreed to Hoopstar Entertainment Terms and Conditions and formally contracted to our services. In regards to cancelling Hoopstar services once deposit has been paid, please refer to '*Cooling Off Periods*' Clause 4.3.

2. PAYMENT

- 2.1 Unless you have already paid the balance in full, the remaining balance for the entertainment must always be paid in cash on the day to the entertainer/s.
- 2.2 The remaining balance for a booking is payable to the entertainer(s) on the day in cash immediately after or before the party entertainment is completed. Please note entertainers cannot accept discount vouchers, cheques, card payments or any other form of payment.
- 2.3 Payment is requested straight after the entertainment is completed. We regret that the entertainer cannot be asked to wait for payment as they may have to leave straight away to get to another booking. If the entertainer is made to wait for payment longer than 15 minutes after finishing the entertainment and packing all his/her equipment away and ready to leave, an additional fee of £10 is applicable and must be paid to the entertainer on the

day of the party. Additional fees of £10 will be applied, for every 15 minutes extra the entertainer has to wait for payment.

- 2.4** If the entertainer is unable to wait for payment due to other commitments, then a fee of £20 is applicable on top of any money owed after the party. This must be paid within 3 days or further charges of £10 per day will apply if the balance is not paid to the entertainer in full.

3. SAFETY

- 3.1** Hoopstar Entertainment is covered with public liability insurance and all of our entertainers have an up to date Enhanced DBS check, as well as their own public liability insurance. All electrical equipment used is either brand new or PAT tested for safety.

- 3.1.1** The Entertainer's Enhanced DBS Certificate can be shown on request, contact the office for more information.

- 3.2** Please note, for safety reasons, at least one other adult being the 'client' or another adult connected to the 'client', in addition to the entertainer, must be present the whole time the entertainment is running. This does not mean they have to be helping with the party, but they must be present should they be needed in the event of any potential accident, emergency, discipline issue arising. It is the responsibility of the 'client' to ensure this happens.

3.2.1 The 'entertainer' is at the 'party' to host and entertain the 'client' booking, they are not responsible for disciplinary issues, however they will conduct their 'party' with appropriate rules and boundaries to allow 'party' guests to have the most fulfilling experience.

- 3.3** We retain the right not to conduct certain activities if we feel the children are not responding appropriately, or are too riotous and therefore we deem it unsuitable to conduct certain activities at the party.

- 3.4** If your booking includes use of the Snow or Bubble Machine, you should be aware that the floor can become slippery during use. Whilst we will do our best to keep the floor dry, and warn of any danger, we will not be held responsible for any slips or falls that may result in injury.

4. CANCELLATION POLICY

- 4.1** Once your deposit has been paid either via BACS, Paypal or Cheque and has cleared into Hoopstar Account, then you have therefore agreed to Hoopstar Entertainment Terms and Conditions and formally contracted to our services. In regards to cancelling Hoopstar services once deposit has been paid, please refer to '*Cooling Off Periods*' Clause 4.3.

- 4.2** If our services are cancelled after the cooling off period expires the deposit is non-refundable and non-transferable to another weekend date. We can however reschedule our services to a later date as long as it is on a weekday and for no later than 3 months after the original party booking date.

- 4.3** Cooling Off Periods:

- When a booking is made 90 days or more in advance of the party date, a 14 day cooling off period applies, in which the deposit is still refundable
- When a booking is made within 30 days to 90 days in advance of the party date, a 7 day cooling off period applies, in which the deposit is still refundable
- When a booking is made within 30 days of the party date, no cooling off period applies and the deposit is non-refundable

- Once a cooling off period expires and a cancellation is made the deposit is non-refundable

4.4 If you wish to cancel a party, notice must be given in writing and you must have received an email acknowledgement back. Please note we cannot accept messages left on voice mail as notification.

4.5 If for any reason a party has to be cancelled on the day of the party, notice must be given before the 'entertainer' has commenced travel to the party destination. The deposit is non – refundable.

4.6 If for any reason you have to cancel and don't give notice before the 'entertainer' has commenced travel, you are required to cover the 'entertainer's travel costs in full. The deposit is also non – refundable.

4.7 If for any reason we, Hoopstar Entertainment, have to cancel a party due to extreme weather conditions then your deposit would be fully refundable.

4.8 In the event of extreme weather conditions, then you can cancel our services and get a full refund on the deposit but only if your entertainer is unable to get to the party. If the entertainer is able to get to the party and you still cancel then the deposit is non refundable and non transferable to another weekend date. We can however reschedule your party to a later date as long as it is on a weekday.

4.8.1 Extreme Weather Conditions:

- Heavy snowfall and extreme icy roads
- Severe flooding
- Weather conditions at Red Alert

4.9 Please note that, although it is extremely unlikely to happen, we reserve the right to cancel a party at any time, either before or during the party. This may include, but is not limited to, cancelling a party if we deem the venue to be unsuitable or if we feel that there are circumstances present of any kind that would be unsuitable to run a party. Should we cancel a party in accordance with this clause 4.9, we will refund your full deposit. Where the full balance has been paid in advance of the party, all funds paid (including the deposit) shall be refunded in full. (Refer to Terms LIABILITY AND DAMAGES Clause 5.5)

4.10 In an unlikely event, if the 'entertainer' is unable to attend the booked 'party' due to unforeseen circumstances and we, Hoopstar Entertainment, are unable to find another 'entertainer' for the 'party' we will refund your full deposit. Where the full balance has been paid in advance of the party, all funds paid (including the deposit) shall be refunded in full. (Refer to Term CANCELLATION POLICY Clause 4.9)

5. LIABILITY AND DAMAGES

5.1 Please note Hoopstar Entertainment does not take responsibility for children causing damage to a venue or any property that the party is held in. This includes, but is not limited to a home, hired venue or public area.

5.2 By booking a party with Hoopstar Entertainment you understand that you release us from any liability associated with accidents of any kind. This includes but is not limited to accidents occurring to any adults or children. You also release Hoopstar Entertainment from any liability associated with accidents or damage caused to furniture, fixtures or fitting or property of any kind not belonging to that of Hoopstar Entertainment.

5.3 In the unlikely event that refunds or compensation is requested, you accept that any refunds or compensation given, will be limited to the total value of the cost of hiring our services.

- 5.4** If parties are held anywhere other than your home, we will assume that you have either hired the hall or had permission to use the space.
- 5.5** Please note that, although it is extremely unlikely to happen, we reserve the right to cancel a party at any time, either before or during the party. This may include, but is not limited to, cancelling a party if we deem the venue to be unsuitable or if we feel that there are circumstances present of any kind that would be unsuitable to run a party. Should we cancel a party in accordance with this clause 5.5, we will refund your full deposit. Where the full balance has been paid in advance of the party, all funds paid (including the deposit) shall be refunded in full.
- 5.6** Please note that although it is very unlikely to happen, your entertainer can change at the last minute. Party bookings are not made on the basis of specific entertainers, or specific gender (Refer to Terms BOOKING CHANGES Clause 6.6)
- 5.7** We cannot be responsible for not being able to provide activities that require electricity, due to power failures or tripped circuits at the venue we are operating in.
- 5.8** All parties are exclusive to Hoopstar Entertainment and all material is copyrighted and the property of Hoopstar Entertainment.
- 6. BOOKING CHANGES**
- 6.1** Any changes to a booking must be requested by email. Acceptance of change will be made by return email.
- 6.2** Changes to venue or times may be refused if we are unable to accommodate the change, we will however try our utmost best. In case of this scenario a change of entertainer may be required.
- 6.3** Any change to the booking must be done at least 14 days before the party date. We cannot accept last minute changes to times or venue as the 'entertainer' may already have other bookings the same date as your party. Hoopstar Entertainment needs at least 14 days before the party date to accommodate any changes.
- 6.4** Changes to booking allowed:
- Venue
 - Time
 - Entertainment change
 - Entertainment upgrades
 - Party Accessories or add on
- 6.5** Any entertainment upgrades or contact detail changes, including to email address, contact number or any administrative errors will always be changed free of charge.
- 6.6** Please note that although it is very unlikely to happen, your entertainer can change at the last minute. Party bookings are not made on the basis of specific entertainers, or specific gender.
- 6.7** In an unlikely event, if the 'entertainer' is unable to attend the booked 'party' due to unforeseen circumstances and we, Hoopstar Entertainment, are unable to find another 'entertainer' for the 'party' we will refund your full deposit. Where the full balance has been paid in advance of the party, all funds paid (including the deposit) shall be refunded in full. (Refer to Term CANCELLATION POLICY Clause 4.9)