

## TERMS AND CONDITIONS

**Birthday Party Booking** means the Agreement entered into between you and NAMTL, consisting of these Terms and Conditions and the Order Agreement;

**Package Fee** means the cost of any standard birthday party package, published under the names General Hilarity and Major Fun;

**National Army Museum Trading Limited (NAMTL)**, a company registered in England and Wales, registration number 6707366, whose registered office is at Royal Hospital Road, Chelsea, London, SW3 4HT;

**Premises** means the event space(s) at the museum where the Event is to be held;

**Event** means the birthday party to be held on the Premises by you, as set out in the Order Agreement;

**Event Date** means the date of the Event relating to the Birthday Party Booking;

**Party Builder** means the online tool for booking Extras;

**Extras** means additional features not included in the Package Fee and provided by NAMTL's approved suppliers;

**Party** means NAMTL and you.

### 1. BOOKING

- 1.1 If the booking enquiry is accepted, NAMTL shall issue an Order Agreement confirming the Event Date and Package Fee.
- 1.2 If the Order Agreement is accepted by you, NAMTL shall issue an invoice for 100% of the Package Fee. This payment shall constitute a non-refundable deposit.
- 1.3 If the date(s) on your Birthday Party Enquiry Form is not available, you shall be informed and, if applicable, NAMTL shall suggest alternative times and/or dates.
- 1.4 **Confirmation of your Birthday Party Booking shall require a signed copy of the Order Agreement incorporating Terms and Conditions, together with full payment of the Package Fee.**

### 2. PAYMENT

- 2.1 **A non-refundable deposit equal to 100% of the Package Fee will be payable by you upon booking.**
- 2.2 The balance for any extra guests or Extras booked through NAMTL's Party Builder will be payable by you seven (7) days prior to the Event Date.

DUE DATES	PAYMENT REQUIRED
On acceptance of Order Agreement	100% of Package Fee
No later than seven (7) days prior to Event Date	The balance for any extra guests or Extras booked through the Party Builder

- 2.3 NAMTL reserves the right to amend or vary the balance if the Event particulars change.
- 2.4 All payments to be made in GB Pounds Sterling within five (5) days of receipt of invoice. Payments may be made by BACS transfer or credit or debit card. NAMTL does not accept AMEX.
- 2.5 All prices are inclusive of VAT.
- 2.6 If, for any reason, you fail to pay the Package Fee or any other amount payable under this Agreement by the date on which such payment is due, NAMTL, at its sole discretion, may cancel the Birthday Party Booking in addition to any other rights or remedies that it may have under this Agreement.

### 3. CANCELLATION AND POSTPONEMENT

#### 3.1 Cancellation by you:

If you wish to cancel your Birthday Party Booking for any reason you must communicate this in writing immediately. The following cancellation charges will apply:

Service	Date	Fee
Party Package Fee		100%
Play Base extension	Thirty (30) days or under	100%
Entertainment	Fourteen (14) days or under	50%
Bespoke cakes	Fourteen (14) days or under	100%
Additional food and drink	Seven (7) days or under	100%

#### 3.2 Cancellation by us:

NAMTL will not be liable if the Birthday Party Booking is cancelled for the following reasons:

- if we believe the Event booking is somehow of an illegal nature or would be harmful or prejudice the reputation of NAMTL;
- if any due payments for the services or facilities which NAMTL agrees to provide to you in relation to the Birthday Party Booking are not paid in full before the Event Date;
- the Premises or any part of it is closed due to circumstances outside its reasonable control. In such event NAMTL will suggest alternative dates but will have no further liability to you.

### 4. USE OF PREMISES

- 4.1 The Premises or any part of the Premises are not to be used for any purpose other than for the express purpose(s) stated in the Agreement.
- 4.2 You and your guests must comply with all the rules and regulations currently in operation at the Premises. This includes the Terms and Conditions for use of Play Base.
- 4.3 NAMTL reserves the right to deny admission, or to require a person already admitted to leave the Premises, without refund or compensation, for failure to comply with any of NAMTL's rules, for unsafe, illegal or offensive behaviour, to ensure safety, security or order, or if NAMTL considers that the circumstances so require.
- 4.4 **Live flames and candles are not permitted anywhere on the Premises.**
- 4.5 **No wines, spirits, other drinks or food can be brought onto the Premises.** Only persons authorised by NAMTL are permitted to sell or offer for sale any items or services on the Premises.
- 4.6 **The number of party children attending an Event must not exceed the number specified by you in the Order Agreement and agreed by NAMTL.**

4.7 The number of party children attending a General Hilarity party must not in any circumstances exceed the Premises' capacity of 30 children.

## **5. LIMIT OF LIABILITY**

- 5.1 NAMTL will not be liable for the death of, or injury to, any person attending the Event except where such death or injury is due to the negligence of NAMTL, its employees, servants or agents.
- 5.2 NAMTL will not be liable for any damage or consequential loss or other liability incurred by you either in the exercise of the rights granted by this Agreement or further to the cancellation of the Event.
- 5.3 NAMTL will not be liable for any damage or consequential loss suffered by the you where such damage or consequential loss is caused by breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction or any event which is beyond NAMTL's control and which it would be unreasonable to anticipate or mitigate by means of contingency planning or any prudent business means and which may cause the Premises to be temporarily closed or the Event to be interrupted or cancelled.
- 5.4 NAMTL will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods, articles or property of any kind brought into or left in the Premises (or any part thereof) either by you for your own purposes or by any other person, or left or deposited with any personnel or employee of NAMTL.
- 5.5 Any complaint which you may have arising out of the Event must be made in writing within seven (7) days after the Event.
- 5.6 If notwithstanding the foregoing provisions of this clause 5 NAMTL is held liable to you for any loss or damage arising in connection with the Event, NAMTL's aggregate liability to you (whether arising from negligence, breach of contract or otherwise) shall be limited to the amount of the Package Fee plus the balance of any Extras that has been paid by you at such time as the liability arises.
- 5.7 Nothing in this clause 5 shall serve to exclude NAMTL's liability which cannot as a matter of law be so excluded.

## **6 FORCE MAJEURE**

- 6.1 Neither Party shall be liable to the other Party by reason of any failure or delay in performing its obligations under the Agreement which is due to Force Majeure, where there is no practicable means available to the Party concerned to avoid such failure or delay.
- 6.3 If either Party becomes aware of any circumstance of Force Majeure which gives rise to any such failure or delay, or which appears likely to do so, that Party shall promptly give notice of the circumstance as soon as practicable after becoming aware of it and shall inform the other Party of the period for which it estimates that the failure or delay will continue. In the event of Force Majeure affecting the ability of NAMTL to provide the Premises for the purposes of the Event (and cannot provide a reasonably acceptable alternative location on the Premises), either Party shall be entitled to terminate this Agreement on written notice, and NAMTL will immediately refund to you all deposits and other amounts paid by you to NAMTL (within 30 days of receipt of notice) unless you elect in writing, in your absolute discretion, to reschedule the Event.
- 6.4 For the purposes of this clause, "Force Majeure" means any event or occurrence which is outside the control of the Party concerned and which is not attributable to any act or failure to take preventive action by the Party concerned (including terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, acts of God, flood, drought, earthquake or other natural disaster, extreme weather conditions, volcanic eruption or related ejection of ash or other volcanic materials into the atmosphere, epidemic or pandemic, nuclear, chemical or biological contamination, any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party), collapse of buildings, fire, explosion or accident).

6.5 Any failure or delay by you in performing your obligations under this Agreement which results from any failure or delay by a sub-contractor or supplier shall be regarded as due to Force Majeure only if that sub-contractor or supplier is itself unable by reason of Force Majeure to perform an obligation to you.

## **7 GENERAL**

- 7.1 **At least 1 adult (parent or carer) for every 4 children shall attend the Event.** Such responsible adults shall be responsible for all children attending the party from arrival until departure.
- 7.2 Each birthday party shall be allocated a party slot. Please advise your guests to arrive promptly for your Event, as NAMTL is unable to add extra time.
- 7.3 NAMTL is the owner or the licensee of all intellectual property rights on our website, in the material published on it, the concept of Play Base and in all materials within the Premises including, without limitation, any text, graphics, images, artwork, illustrations, photographs, animations, music, video, audio, audio-visual works, designs, logos, software and any other content. These works are protected by copyrights, patents, trade secrets or other proprietary rights owned by NAMTL and/or our licensors. All such rights are reserved.
- 7.4 You shall be liable for any damage to the Premises caused directly or indirectly with your Birthday Party Booking.
- 7.5 NAMTL reserves the right to approve any third party engaged by you in connection with the Event. No third parties can be engaged without written approval from us. NAMTL shall not be liable for a third party's failure to provide, or negligence in providing, any goods or services to you.
- 7.6 No electrical equipment or practices which may conflict with our obligations under health and safety legislation regulations and procedures in force from time to time can be brought into or used on the Premises without our prior written agreement.
- 7.7 This contract is between you and NAMTL. No other person shall have any rights to enforce any of its terms.

## **8 GOVERNING LAW**

This Agreement and any dispute or claim arising out of or in connection with it (including any non-contractual claims or disputes) shall be governed by and construed in accordance with the laws of England and Wales.

## **9 JURISDICTION**

In relation to any legal action or proceedings (a) arising out of or in connection with this Agreement or its implementation or effect or (b) relating to any non-contractual obligations arising out of or in connection with this Agreement, each of the parties irrevocably submits to the exclusive jurisdiction of the English courts and waives any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inappropriate forum.