



Terms and conditions v2.0 Effective from 25.09.2017

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The Fairy Academy

BACKGROUND:

These Terms and Conditions shall apply to attendance at a Fairy Academy (“Academy”) run by The Fairy Academy Limited (“Host”) by Customers who are attending an event at The Fairy Dell (“Location”).

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

“**Customer**” means the customer who is booking the Academy subject to these Terms and Conditions;

“**Deposit**” means the sum payable by the Customer under Clause 2 of these Terms and Conditions;

“**Price List**” means the Host’s price list, current at the time of the start of the Academy;

“**Attendance**” means the attendance at an Academy by the Customer, or their minor charge, subject to these Terms and Conditions;

“**Academy Fees**” means the sum payable by the Customer for attendance at the Academy as determined under Clause 3 of these Terms and Conditions.

“**Academy Date**” means the start and end date of the Academy as confirmed upon booking.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.3 a Schedule is a schedule to these Terms and Conditions;

1.2.4 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule; and

1.2.5 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.



1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

1.4 Words imparting the singular number shall include the plural and vice versa.

1.5 References to any gender shall include the other gender.

2. Booking Deposit

In order to secure a particular Academy Date, the Customer must pay a Deposit of 50% of the total Academy Fees at the time of booking. Please note that this deposit is nonrefundable.

3. Payment

3.1 Payment of outstanding Academy Fees is due 4 weeks before the start of the Academy Date (“Due Date”).

3.2 Payment is to be made via either 1) Paypal using info@thefairyacademy.co.uk; 2) izettle through an online invoice being received; 3) izettle card payment or 4) BACS transfer-account details available on request. If full payment is not received by the Due Date, the booking may be cancelled. Should there be any difficulties in making the final payment, please contact the Host in writing to advise.

4. - Cancellations

4.1 - All cancellations must be notified 14 days prior to the academy date; this cancellation will incur a cancellation fee of the deposit paid. Cancellations made less than 14 days prior to the academy date will incur a cancellation fee of the balance paid.

4.2 - Should you need to move your academy booking then there is currently no administration fee. Transfer of the booking is subject to availability and must be within 3 months of the original booking date.

4.3 - The Host will use reasonable endeavors to arrive and setup on time, however, the Host cannot be held liable for any delay incurred due to circumstances beyond the Host’s control including any act of God or a public enemy or terrorist, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, theft or criminal misconduct of unrelated third parties, disruption or outage of communications (including the Internet or other networked environment), traffic congestion, power or other utility, labour problem, unavailability of supplies, extraordinary market conditions or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented by the Host with reasonable care.

4.4 - If the Host needs to cancel the academy for any reason they will ensure that email and telephone notification be made. Alternative dates will be offered to all Customers where possible, failing this a full refund will be given.

5. - Conduct



5.1 - The Customer will provide adequate supervision of its guests, including children, at the venue, and will be liable for any loss of or damage to the Host's equipment or personnel belongings, caused by guests attending the function.

5.2 - The Host will be responsible for producing certificates of Public Liability Insurance (PLI).

6. - Health and Safety

6.1 - The client will inform The Fairy Academy of any relevant allergies at the time of booking. The Fairy Academy may provide refreshments that contain nuts, eggs, milk or other allergen foods unless notified in advance.

6.2 - In the event of fire, flooding, public disturbance, terrorist activity or any other threat to the public, The Fairy Academy will not be responsible to help in any way or evacuate any venue or building where she is present and / or working within, unless the fire regulations for the venue specify otherwise. This would usually incur a vocal announcement.

7. - The Venue

7.1 - The Fairy Dell is a third-party location not under the management of The Fairy Academy. If the Fairy Dell is unavailable for any reason The Fairy Academy reserve the right to change the location of the academy, any such change in location will be informed by email and telephone where possible. Should an alternative location not be available The Fairy Academy reserve the right to postpone the academy until a suitable location be found.

8. - Acceptance of Order

8.1 All bookings made via the online application form are governed by these Terms and Conditions. The Customer shall read and understand these Terms and Conditions of an Academy PRIOR to making a booking.

8.2 These Terms and Conditions shall come into effect on the date signed by the Customer. In the event that the Customer does not sign these Terms and Conditions, by making any form of payment to the Host, the Customer is deemed to have accepted these Terms and Conditions.

9. - Prices

9.1 All prices are in UK Pounds and are inclusive of VAT where applicable, at the current rate. The Academy Fee will be as quoted on the website (being www.thefairyacademy.co.uk) at the time you confirm your order (usually by paying the Deposit) subject only to any inadvertent technical error for which we will not be liable. If you subsequently amend your order, the prices charged will be those applicable to the amended item(s) at the time that the amended order is confirmed.

9.2 Promotions are only available until the stated end date on the website.

9.3 The price of the hire of Equipment does not include a charge for delivery outside of the 5-mile radius of LE12 9HT (Shepshed, Leicestershire).



10. - Availability

In the event of unavailability of activities for whatever reason, the Host will replace the unavailable item with the closest viable alternative.

11. - Liability

11.1 Nothing in these Terms and Conditions will restrict our liability for death or personal injury resulting from our negligence, neither will any these Terms and Conditions restrict any of your statutory rights.

11.2 The Host shall have no liability should any injury occur due to the misuse of drugs and/or alcohol.

11.3 Any Customer attending an Academy is responsible/liable for any damage or injuries occurring from or as a result of misuse or reckless use. Persons attending the Academy do so at their own risk and it is the sole responsibility of the Customer to ensure that all Terms and Conditions are adhered to. Except as set out in section 9.1, the Host cannot accept responsibility for any damage or injury to anyone attending the Academy however caused.

11.4 The Host accepts no liability for any damage or loss of personal property arising from the attendance at an Academy.

12. - Law and Jurisdiction

These Terms and Conditions shall be governed by the laws of England and Wales. Any dispute between the Parties relating to these Terms and Conditions shall fall within the jurisdiction of the courts of England and Wales



The Fairy Academy Slumber Party

BACKGROUND:

These Terms and Conditions shall apply to the hire of all Teepees and accessories ("Equipment") from The Fairy Academy Limited ("Hirer") by Customers who are hiring the Equipment for use at a location of their choice ("Location").

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

"Customer" means the customer who is hiring the Equipment subject to these Terms and Conditions;

"Deposit" means the sum payable by the Customer under Clause 2 of these Terms and Conditions;

"Price List" means the Hirer's price list, current at the time of the start of the Hire Term;

"Hire" means the hire of the Equipment by the Customer subject to these Terms and Conditions;

"Hire Fees" means the sum payable by the Customer for the Hire as determined under Clause 3 of these Terms and Conditions.

"Hire Term" means the start and end date of the Hire as set out in the Schedule to these Terms and Conditions.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.3 a Schedule is a schedule to these Terms and Conditions;

1.2.4 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule; and

1.2.5 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.

1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

1.4 Words imparting the singular number shall include the plural and vice versa.

1.5 References to any gender shall include the other gender.



2. - Booking Deposit

In order to secure a particular Hire Term, the Customer must pay a Deposit of 50% of the total Hire Fees at the time of booking. Please note that this deposit is nonrefundable.

3. - Payment

3.1 Payment of outstanding Hire Fees is due 4 weeks before the start of the Hire Term (“Due Date”).

3.2 In addition to the Hire Fees an additional security deposit of £100 (“Security Deposit”) will also need to be paid by the Customer on this date. The Security Deposit will be used to cover any damages incurred to the Equipment during the Hire Term. However, the Security Deposit will be refunded upon collection of the Equipment subject to the Equipment being in the same condition as upon delivery to the Location.

3.3 Payment is to be made via 1) Paypal using info@thefairyacademy.co.uk; 2) izettle through an online invoice being received; 3) izettle card payment or 4) BACS transfer-account details available on request. If full payment is not received by the Due Date, the booking may be cancelled. Should there be any difficulties in making the final payment, please contact the Hirer in writing to advise.

4. - Delivery, Setup and Collection

4.1 It is the Customer’s responsibility to check the site measurements at the Location for the required Equipment, and also to ensure that there is adequate space surrounding the Equipment. If sufficient space is not available at the Location for the Equipment ordered, the Hirer reserves the right to remove certain items, at the Hirer’s sole discretion, for health and safety reasons. For the avoidance of doubt, the Customer will still be charged for such removed items.

4.2 Please allow 60-90 minutes before the event for the Hirer to deliver and set up the Equipment at the Location, and also 60-90 minutes after the event for the Hirer to take down and remove the Equipment from the Location.

4.3 It is the responsibility of the Customer to ensure easy access to the Location for unloading and loading of Equipment. Any restrictions (including, without limitation, lack of parking, stairs and narrow doorways) must be advised by the Customer to the Hirer prior to the start of the Hire Term. Failure to do so may result in delay to setting up, an additional fee being payable by the Customer or cancellation by the Hirer.

4.4 The Customer must ensure that the area where the Equipment is to be situated will be flat and free from obstructions, debris and that there is strictly no animal foul where the Equipment is to be sited, before the Hirer’s drivers arrive at the Location.

4.5 The Hire Fee includes free setup and delivery to Locations within a 5-mile radius of LE12 9HT (Shepshed, Leicestershire). Locations beyond this will incur a delivery fee.

4.6 The Hirer will use reasonable endeavors to arrive and setup on time, however, the Hirer cannot be held liable for any delay incurred due to circumstances beyond the Hirer’s control



including any act of God or a public enemy or terrorist, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, theft or criminal misconduct of unrelated third parties, disruption or outage of communications (including the Internet or other networked environment), traffic congestion, power or other utility, labour problem, unavailability of supplies, extraordinary market conditions or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented by the Hirer with reasonable care.

4.7 In the event of adverse weather conditions known before the day of delivery, such as heavy snow or ice which would be dangerous to travel in, the Hirer reserves the right to cancel the booking. In such cases the Hirer will refund any Hire Fees paid to the Customer.

4.8 All the Equipment will be delivered in a clean and sanitary state. Should there be significant dirt, staining or any other damage upon collection the Customer will be liable for professional cleaning costs. The Equipment must be clean and undamaged upon collection for the refund of the Security Deposit to be issued. If there is any damage, however slight, or any lost/stolen Equipment the Security Deposit will not be returned on collection. In such cases, after collection and return to the Hirer's premises, the Equipment will be assessed to determine the extent of the damage. The Customer will be charged for a repair or replacement. If the cost of the Equipment damaged or lost is over and above the Security Deposit paid, the Customer will be advised and shall pay the full amount for brand new replacement equipment within 14 days of the date of such amount being requested.

4.9 Please ensure that Equipment is not scattered around the Location when the Hirer comes to collect. Equipment must be placed back to the set-up area so that the Hirer does not spend time looking for items in order to ensure prompt collection of the Equipment.

4.10 The Customer shall not release the Equipment to anyone other than the Hirer's delivery drivers. If the driver who delivers to you is not the driver who will collect from you they will inform the Customer and provide a description of the person/people coming to collect to avoid confusion and theft of the Equipment.

4.11 The Equipment can be used indoors only.

4.12 The Equipment will be set up in one area at the Location only as agreed on arrival and will not be moved once unloaded and set up.

4.13 The Hirer's delivery vehicles are to be allowed access as close as possible to the Location. The Hirer reserves the right to refuse delivery if the Location is deemed to be unsuitable, including without limitation, due to insufficient space, excessive distance from delivery vehicle or any obstructing obstacles, to install the Equipment by the Hirer's delivery personnel. In such case no refund will be given and the full Hire Fees shall be payable.

4.14 The Customer is responsible for ensuring that suitable security and crowd control measures are in place prior to start of event.

4.15 The Hirer reserves the right to cease operation and remove the Equipment from the Location if at any time a representative of the Hirer feels that the Customer or Customer's guests conduct endangers the safety of any persons or the safety of the Equipment. At no time



will any level of abuse against the Hirer's staff be tolerated. In such cases no refund will be given and full Hire Fees shall be payable.

4.16 Free parking is to be supplied by the Customer to the Hirer's delivery vehicles or any other vehicles as required by the Hirer.

5. - Health and Safety

5.1 The Customer must ensure the Equipment is supervised at ALL times by a responsible person over the age of 18, preferably the Customer. The Hirer does not supervise the event. The Hirer accepts no liability for any damage, accidents or injuries that may occur whilst the Equipment is on hire should there not be a responsible adult supervising at the time of the incident.

5.2 No food, drink or chewing gum to be allowed in or near the Equipment. If the Equipment is collected in a dirty condition, then the Customer will incur a cleaning charge which may be deducted from the Security Deposit or advised to the Customer after assessment as per clause 4.8.

5.3 No glass drinking glasses or bottles to be used in or near the Equipment.

5.4 STRICTLY no alcohol or drug use in or near the Equipment. The Hirer will not be held liable for any damage, accidents or injury that occurs due to the consumption and effects of alcohol and/or drug use.

5.5 The Customer shall ensure that the Equipment is kept in a clean and dry condition. Any spillages must be cleaned and dried as soon as they occur. – If the Hirer needs to have the Equipment professionally cleaned before the next hire, then the Customer will incur a cleaning charge which may be deducted from the Security Deposit or advised to the Customer after assessment as per clause 4.8.

5.6 Shoes MUST be removed before using the Equipment. Adults who enter the Equipment area or walk over the floor mats whilst supervising must remove their shoes, particularly heels. Any damage may result in the Customer having to pay an additional fee for replacement or repair which may be deducted from the Security Deposit or advised to the Customer after assessment as per clause 4.8.

5.7 The Customer must ensure that all sharp objects are removed prior to accessing the Equipment to ensure it remains undamaged from but not limited to, scratches, tears, dirt (of any kind), detached from its connecting item (if applicable) and in the same condition as delivered. If damage does occur the Customer will incur a repair or replacement charge which may be deducted from the Security Deposit or advised to the Customer after assessment as per clause 4.8.

5.8 No face paints, wet nail varnish, party poppers, confetti, coloured streamers or silly string to be used either in or near the Equipment. Any staining which may occur will incur a cleaning charge which may be deducted from the Security Deposit or advised to the Customer after assessment as per clause 4.8.



5.9 Children must NOT push, collide, fight or behave in a manner likely to injure or cause distress to others while using the Equipment.

5.10 Always ensure that no overcrowding occurs in all Teepees. Limit numbers according to the age and size of children using the Equipment.

5.11 No furniture to be placed on mats or mattresses as this may cause damage.

5.12 No smoking or barbecues near the Equipment.

5.13 STRICTLY No pets or animals to be allowed in or near the Equipment.

5.14 The Customer is responsible for the safe keeping of the Equipment. The Customer will be charged for theft or any damage caused to the Equipment or for any items missing from it on its return. All Equipment that is kept overnight by the Customer must be locked away to avoid theft. Full replacement charge for any missing items forming part of the Equipment will be incurred which may be deducted from the Security Deposit or advised to the Customer after assessment as per clause 4.8.

5.15 The Customer shall take all reasonable precautions to protect the Equipment from damage.

5.16 The Customer shall take all reasonable precautions to protect any child from harm and danger in respect of their use of the Equipment.

6. - Acceptance of Order

6.1 All bookings made via the online application form are governed by these Terms and Conditions. The Customer shall read and understand these Terms and Conditions of Hire PRIOR to making a booking.

6.2 These Terms and Conditions shall come into effect on the date signed by the Customer. In the event that the Customer does not sign these Terms and Conditions, by making any form of payment to the Hirer, the Customer is deemed to have accepted these Terms and Conditions.

6.3 The Hirer reserves the right to cancel the Customer's order in the event that the Hirer ascertains that the Location is unsuitable for the Equipment and will refund any Deposit paid.

7. - Prices

7.1 All prices are in UK Pounds and are inclusive of VAT where applicable, at the current rate. The Hire Fee will be as quoted on the website (being www.thefairyacademy.co.uk) at the time you confirm your order (usually by paying the Deposit) subject only to any inadvertent technical error for which we will not be liable. If you subsequently amend your order, the prices charged will be those applicable to the amended item(s) at the time that the amended order is confirmed.

7.2 Promotions are only available until the stated end date on the website.



7.3 The price of the hire of Equipment does not include a charge for delivery outside of the 5-mile radius of LE12 9HT (Shepshed, Leicestershire).

8. - Availability

In the event of unavailability of Equipment for whatever reason, the Hirer will replace the unavailable item with the closest viable alternative and advise the Customer of this at the earliest possible date.

9. - Liability

9.1 Nothing in these Terms and Conditions will restrict our liability for death or personal injury resulting from our negligence, neither will any these Terms and Conditions restrict any of your statutory rights.

9.2 The Hirer shall have no liability should any injury occur due to the misuse of drugs and/or alcohol or non-adult supervision of the Equipment.

9.3 Any Customer hiring the Equipment is responsible/liable for any damage or injuries occurring from or as a result of misuse or reckless use. Persons using the Equipment do so at their own risk and it is the sole responsibility of the Customer to ensure that all Terms and Conditions are adhered to. Except as set out in section 9.1, the Hirer cannot accept responsibility for any damage or injury to anyone using the Equipment however caused.

9.4 The Hirer accepts no liability for any damage or loss of personal property arising from the use of the Equipment.

9.5 If any charges are due pursuant to section 4.8 of these Terms and Conditions, if the Customer has made payment by credit or debit card then the Hirer reserves the right to make a charge to the credit or debit card used either for any such amounts, or to send an invoice for the amount to the Customer. Should payment not be received as per the invoice payment terms then the Hirer reserves the right to take legal action and the Customer shall be liable for all associated costs.

9.6 Subject to the foregoing, the Hirer's liability shall not exceed the Hire Fees actually paid by Customer.

10. - Law and Jurisdiction

These Terms and Conditions shall be governed by the laws of England and Wales. Any dispute between the Parties relating to these Terms and Conditions shall fall within the jurisdiction of the courts of England and Wales