



Terms & Conditions for Kiltoonies Mobile Parties



Kiltoonies Limited provides its services on the following terms and conditions.

1. The meaning of some words used in these terms and conditions

we, us or our is a reference to Kiltoonies Limited, a company registered in Scotland with company number SC707043;

you or your is a reference to the person to whom we are providing our Services and who is required to pay for the Services we provide;

Deposit means the sum of 30% of Party to be paid by you to us upon entering into a legally binding contract for the provision of the Services, in accordance with clause 2;

Equipment means all equipment, materials, clothing, toys and other property owned by us and used in the provision of the Services;

Premises means the place where we will provide the Services; and

Services means the children's party and play session hosted by us.

2. Entering into a legally binding contract

2.1 A contract between you and us will come into being in one of two ways:

2.1.1 when you complete our booking form and pay the Deposit, we and you will enter into a legally binding contract on the later of the date you complete the booking form and the date you pay the Deposit.

2.1.2 where you and we agree orally that we should provide the Services and you subsequently pay the Deposit, there will be a legally binding contract on the date of our receipt of the Deposit.

2.2 We suggest that before you complete the booking form or orally agree to us providing Services and, in each case, pay the Deposit, that you read through these terms and conditions. If you have any questions concerning them, please ask us.

2.3 You should keep a copy of these terms and conditions for your records.

3. Providing the Services

3.1 Once we and you have entered into a legally binding contract, we will provide the Services to you at the Premises using the Equipment on the date agreed between us without further discussion with you.

3.2 Our aim is to always provide you with the Services:

3.2.1 using reasonable care and skill;



3.2.2 in compliance with commonly accepted practices and standards in our industry; and

3.2.3 in compliance with all applicable laws and regulations in force at the time we are to carry out the Services.

4. The Premises

4.1 Unless we agree otherwise in writing, you will be responsible for hiring the Premises. In doing so, you must:

4.1.1 meet all costs associated with hiring the Premises;

4.1.2 ensure that the Premises are suitable for the provision of the Services;

4.1.3 ensure that the Premises are properly hired for the date and time agreed between us;

4.1.4 prepare the Premises for the supply of the Services; and

4.1.5 notify us at least one (1) week in advance of the date for the provision of the Services of any rules, restrictions, or other relevant information applicable to the Premises that could impact upon our ability to provide the Services.

5. Timing

5.1 What happens if we cannot perform the Services?

5.1.1 If, for any reason, we cannot provide the Services at the agreed date and time, we will provide you with as much notice as is reasonably possible. In these circumstances, you can cancel the contract, in which case we will provide you with a full refund of the Deposit and any other monies paid to us in connection with the contract.

5.2 What happens if you wish to cancel your booking?

5.2.1 If you wish to cancel your booking, you must notify us using the contact details set out in clause 11 below.

5.2.2 If you cancel your booking, we will be entitled to retain the Deposit. If you cancel your booking within 2 weeks of the party we will provide you with a full refund of any other monies paid to us in connection with the contract. If you cancel the booking with one weeks notice we will be entitled to retain deposit and £50 of any monies paid to cover costs.

5.2.3 The provisions of Part 3 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (concerning your right to cancel) do not apply to the contract between us, on the basis that the contract falls within the exemption set out in section 28(1)(h) of those Regulations (services related to leisure activities where the contract provides for a specific date of performance).

6. Price and payment

6.1 Our charges based on time spent

6.1.1 We will confirm our charges to you in writing, prior to entering into the contract.

6.1.2 Our charges are calculated on the basis of us providing the Services for a maximum period of 90 minutes.



6.1.3 An additional charge of £50 shall be applied for every thirty (30) minute period that we provide the Services beyond this time. By way of example, if we provide the Services for an additional period of ten (10) minutes beyond the initial two (2) hour period, an additional charge of £50 shall be payable. If we provide the Services for an additional period of forty (40) minutes beyond the initial two (2) hour period, an additional charge of £100 shall be payable.

6.2 When payment is required

6.2.1 You must pay the Deposit at the point of entering into a legally binding contract with us (as detailed in clause 2 above). Your booking will not be confirmed until you have done so.

6.2.2 The balance of our charges must be paid prior to the date or on the same day as the party session so that we are to perform the Services.

6.2.3 Where additional charges become payable as a result of us providing the Services beyond the initial two (2) hour period (in accordance with clause 6.1.3), these charges must be paid immediately on demand.

6.3 If you do not pay when required to

6.3.1 If you fail to make payment in accordance with clause 6.2.2 above, we may cancel the contract. In such circumstances, we shall be entitled to retain the full amount of the Deposit.

6.3.2 If you fail to make any payment due under the contract by the due date, then we may charge interest on the overdue sum from the due date until payment of the overdue sum.

7. Your obligations

7.1 Whilst we are providing the Services, you must:

7.1.1 co-operate with us in all matters relating to the Services;

7.1.2 provide us with such information that we may reasonably require in order to supply the Services safely;

7.1.3 comply with all applicable laws (including health and safety laws) and any rules, restrictions, notices or instructions applicable to or given at the Premises;

7.1.4 watch and be responsible for all children present during the performance of the Services at all times and ensure that they are using all Equipment in a safe and appropriate manner and in accordance with any instructions given by us;

7.1.5 ensure that the children present during the performance of the Services do not consume food or beverages near or whilst using the Equipment;

7.1.6 ensure that all persons (including children) present during the performance of the Services are in good health and not showing any signs of illness;

7.1.7 ensure that, if you intend to take photographs or videos during the performance of the Services:

a) the consent of all persons who may feature in such photographs or videos (or, in the case of children, their parent(s), carer(s) or guardian(s)), is obtained prior to doing so; and



8. Our obligations

8.1 In providing the Services, we shall:

8.1.1 ensure that all Equipment is purchased from reputable providers and conforms to all applicable safety standards;

8.1.2 comply with all applicable laws (including health and safety laws) and any rules, restrictions, notices or instructions applicable to or given at the Premises;

8.1.3 ensure that all Equipment is cleaned after every use; and

8.1.4 ensure that one of our representatives is present at all times during the provision of the Services, in order to provide information and answer any questions that you may have.

9. Our right to refuse to provide the Services

9.1 We will be entitled to refuse to provide the Services if:

9.1.1 we, in our reasonable opinion, believe that you and/or any other person (including children) present during the performance of the Services is showing any signs of illness;

9.1.2 we, in our reasonable opinion, believe that you and/or any other person present during the performance of the Services is under the influence of drugs or alcohol;

9.1.3 you have not paid for the Services in full in accordance with clause 6 above.

10. Exclusion and limitation of liability

10.1 We do not exclude or limit liability for our negligence or negligent omission which causes personal injury or results in death.

10.2 Subject to clause 10.1 above, we shall only be liable for any loss or damage suffered by you which is a reasonably foreseeable consequence of a breach by us of this contract. Our liability to you in contract, tort (including negligence), misrepresentation (whether innocent or negligent), breach of statutory duty or otherwise arising out of or in connection with the contract between us shall not extend to any loss of profit, loss of enjoyment or amenity or any special, indirect or consequential loss or damage whatsoever.

10.3 We have obtained public liability insurance cover not exceeding one million pounds (£1,000,000) in aggregate. For matters covered by this insurance, our total liability to you shall therefore not exceed one million pounds (£1,000,000). For all other matters, our total liability to you shall not exceed five thousand pounds (£5,000). In each case, our total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this contract.

11. Communicating with us

You can telephone us at 07899 845 556. However, for important matters we suggest that you use writing and send any communications by email to hello@kiltoonies.co.uk

12. Amendments to the contract terms and conditions



12.1 We will have the right to amend the terms and conditions of this contract where:

12.1.1 we need to do so in order to comply with changes in the law or for regulatory reasons; or

12.1.2 we need to correct any errors or omissions (and this right includes the right to change any of the documentation which forms part of the contract), as long as such correction is minor and does not materially affect the contract.

12.2 Where we are making any amendment we will give you 15 days' prior notice (unless the contract is terminated before that period).

13. Your data

We are committed to protecting the privacy and security of your personal information. Full details of this commitment, including how we collect and use your personal information in compliance with the General Data Protection Regulation, is contained within our Privacy Notice. A copy of our Privacy Notice is available on our website or upon request.

14. Contracts (Rights of Third Parties) Act 1999

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this contract is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

16. Law and jurisdiction

This contract shall be governed and construed by the Scottish Law and you and we agree to submit to the jurisdiction of the courts of Scotland.