



SHARKY AND GEORGE: TERMS AND CONDITIONS FOR PROVISION OF SERVICES

1. Definitions and Interpretation

1.1 In these Terms and Conditions for Provision of Services ("Terms"):

"Activity Day"	means a whole day non-residential event
"Activity Week"	means a series of up to seven consecutive Activity Days
"Child"	means any child attending an Event as set out either on the Order Form or on the Vital Info Form
"Contract"	means the agreement between the Client and S&G for the supply of the Services and consisting of the documents referred to in clause 1.5 below
"Event"	means either an Activity Day, an Activity Week, a Holiday Camp or Party
"Holiday Camp"	means a residential camp of up to seven days as set out on the Order Form
"Order Form"	means the order form required to be completed by the Client and submitted to S&G requesting Services
"Party"	means a one-off event with an agreed number of attendees as set out in the Order Form
"Price"	means the price for the Services set out in the Order Form and any third party expenses reasonably incurred by S&G for the purposes of the Event
"Services"	means the services agreed to be provided by S&G at any Event as set out in the Order Form
"S&G"	means Sharky and George Limited (company number: 06224400) whose registered office is at Flat 4, 14 Wetherby Place, London SW7 4ND
"Event Location"	means the location of the Event as set out in the Order Form
"Vital Info Form"	means the form to be completed in respect of each Child attending an Event as requested by a member of the S&G team
"You"	means the person engaging S&G to perform the Services, as named in the Order Form (and "Your" shall be construed accordingly)

1.2 Clause headings shall be ignored in interpretation; the singular includes the plural and vice versa.

1.3 Any provision of these Terms which is invalid or unenforceable for any purpose shall be removed from these Terms for that purpose but shall otherwise remain valid and enforceable and shall not affect the validity of the remainder of the Contract.

1.4 Payments will be deemed made to S&G when they have been credited to S&G's account in cleared funds.

1.5 The Contract comprises these Terms, the Order Form and any Vital Info Form.

1.6 If there is any inconsistency, the order of priority of the Contract documents shall be (i) Order Form (ii) Terms (iii) Vital Info Form; variations of the Contract are effective only if agreed in writing by authorised representatives of the parties and will then prevail over these Terms.

2. Formation of Contract and Rights to Vary or Cancel

2.1 Order Forms shall not be deemed accepted by S&G until signed or acknowledged in writing by S&G.

2.2 No representations made by S&G's employees will apply to the Contract unless they are confirmed in writing. In entering into the Contract You acknowledge that You have not relied on any such representations unless they have been confirmed in writing.

2.3 You are responsible for ensuring the accuracy of the Order Form and the Vital Info Form submitted and for giving S&G any necessary information within a sufficient time to enable S&G to perform the Contract.

- 2.4 S&G reserves the right to make any changes to Services if necessary to comply with any applicable law, regulation or safety requirement and to vary the Price by a fair and reasonable amount to take account of the variation. S&G will inform You of any such variation and of its effect, if any, on the Price, as soon as reasonably practicable.
- 2.5 You may cancel a Contract by notice in writing to S&G. Subject to clause 2.7, if You cancel:
- 2.5.1 within fourteen (14) days before the Event, You must pay the Price in full;
 - 2.5.2 more than fourteen (14) days but within sixty (60) days before the Event, You must pay twenty-five per cent (25%) of the Price;
 - 2.5.3 more than sixty (60) days before the Event, S&G may charge You any reasonable and non-refundable costs incurred by S&G (such as non-refundable Event Location or other booking fees or deposits).
- 2.6 If You are engaging S&G for non-business related purposes and S&G have not met you in person, the Consumer Protection (Distance Selling) Regulations 2000 apply; this means you have the right to cancel the Contract within seven working days of receiving S&G's signature of written acknowledgement of the Order Form. You can cancel your instructions by contacting us by post, fax or by email.
- 2.7 If S&G cancels the Contract other than pursuant to clause 10, it will repay all monies received from You.
- 2.8 If You wish to make an amendment to the Order Form you should request the amendment in writing and S&G will within a reasonable time let You know:
- 2.8.1 whether it considers such amendment is reasonably practicable in all the circumstances; and if so
 - 2.8.2 whether it affects the Price or any other terms or requirements relating to the Services.
- If S&G considers in its discretion that any amendment would jeopardise the safety of any Child or is otherwise unsuitable for any other reason it may refuse to accept such amendment and You may in that event cancel the Contract pursuant to clause 2.5.
- 2.9 On receipt of the information from S&G in 2.8 You shall have a reasonable period to confirm Your agreement to the change to the Order Form and the Price. S&G may delay performance of the Services or any part of them until it has received your written confirmation that You wish either to proceed or not to proceed with the amendments in question.

3. Price

- 3.1 If S&G gives You a quotation, we may withdraw or modify that quotation at any time before you submit an Order Form. All quotations lapse thirty (30) days after issue.
- 3.2 The Client shall pay the Price as set out in the Order Form and if the Price is not set out in the Order Form such Price as S&G shall charge in accordance with its usual practice.
- 3.3 All prices are exclusive of Value Added Tax and any other sales tax or excise duties.
- 3.4 S&G reserves the right to increase the Price before any Event to reflect any change requested by You as to the date of the Event, to numbers of attendees or to any specifications for the Services, or to take account of any delay caused by You or any failure by You to perform Your obligations in these Terms or by Your failure to give S&G adequate information or instructions.

4. Payment Terms

- 4.1 Unless otherwise stated in the Order Form, You must pay the Price in full within thirty (30) days of the date of the invoice.
- 4.2 You may not make any withholding, deduction, set-off, counterclaim or cross demand against an invoice other than in respect of a genuine dispute that You have brought to our attention in writing (with reasonable details) before the due date for payment. In that case You will pay the full amount not in dispute.
- 4.3 Time of payment is of the essence of every Contract.
- 4.4 If You are engaging us for business-related purposes, S&G may (without limiting its remedies) charge You for S&G's costs of collection and (as well after as before judgment) a sum equal to any loss suffered by S&G arising from such delay as well as interest on such sum and on the amount overdue at the same rate as would apply were the debt a qualifying debt under the Late Payment of Commercial Debts (Interest) Act 1998 calculated from the date payment fell due until the date of actual payment (or such lesser amount as is the maximum rate permissible by law) and S&G may cancel the Contract and any other contracts with You.

4.5 If You fail to pay the Price (or any instalment of the Price) when due S&G may suspend the Services (including delaying planning for the Event and purchasing of any goods or services required for the Event). If such delay causes a delay in the date of or cancellation of the Event, You shall remain liable to pay the Price and the time for performance of the Services will be extended to take account of the delay. In any event You shall pay S&G any increased costs incurred by S&G as a result of such delay and S&G may alter its payment and credit terms under the Contract as it considers appropriate.

5. Provision of Services

5.1 S&G shall use all reasonable endeavours to provide the Services in accordance with the Contract and shall perform the Services with all reasonable skill, care and diligence.

5.2 S&G shall:

5.2.1 ensure that all staff engaged by it in the provision of the Services have been interviewed by S&G, have a valid and up to date Criminal Records Bureau check;

5.2.2 use reasonable endeavours to ensure all staff are suitably qualified and trained to carry out the Services;

5.2.3 comply with all legislation regarding the Services and shall maintain the correct ratio of adults to children for the Event in question.

5.3 If You are providing the Event Location, You shall:

5.3.1 grant S&G all reasonable access to the Event Location at times reasonably requested by S&G to enable S&G to assess the suitability of the Event Location and to prepare for and perform the Services;

5.3.2 ensure that the Event Location fully complies with the descriptions and terms set out in the Order Form and are suitable and safe for the purposes of the Event; and

5.3.3 advise S&G without delay of any changes to the Event Location prior to the date of the Event.

5.4 If in S&G's reasonable opinion the Event Location requested or provided by You is not suitable for the Event in question for any reason, it may require an alternative Event Location to be provided at Your expense or it may cancel the Contract by notice in writing to You (and in that event it shall repay all monies paid by You other than non-refundable booking fees or deposits paid to third parties incurred by S&G in relation to the Services).

6 Safety and Security of Children Attending Events

6.1 You shall ensure that S&G receive with the Order Form a completed Vital Info Form in respect of each Child attending any Activity Day, Activity Week or Holiday Camp and S&G reserves the right to refuse or restrict access to any such Event to any Child for whom a completed Vital Info Form has not been provided. You shall immediately inform S&G of any changes to the information in the Vital Info Form or of any additional relevant information (including details of allergies, illnesses, medical conditions or other specific requirements relating to the Child) of which you become aware after submission of the original Vital Info Form.

6.2 You shall ensure that any child attending a Party who is under the age of four (4) years old is accompanied by an adult (over the age of 18 years old) at all times. Other children may attend a Party without an adult, but S&G shall only be required to provide Services in respect of the number of children and for the times specified on the Order Form. You will inform S&G not later than 24 hours before a Party of any allergies, illnesses or medical conditions affecting any child expected to attend the Party of which you are or ought reasonably to be aware.

6.3 You will arrange prompt collection of the children attending any Event at the time notified to you and S&G may charge You for its reasonable costs (including without limitation staff costs and travel expenses) related to supervising the Child after the time notified to you.

6.4 It is Your responsibility to ensure the Child and all children attending a Party are appropriately supervised at all times. S&G may charge You for the costs of any damage to property of any person caused by Your breach of this clause.

6.5 You shall comply, and shall ensure that the Child (and, in the case of a Party, all children attending the Party) complies with all reasonable instructions from S&G's employees to ensure the safety of all attendees and other persons present and any other requirements. S&G may suspend the Event or the Child's participation in the Event if You are in breach of this clause (and shall remain entitled to the Price in such circumstances).

6.6 You shall ensure that S&G has up to date and accurate contact details for You (and, if You are engaging S&G for business-related purposes, up to date and accurate contact details for an appropriate authorised representative of Your organisation) at all times during the Contract.

- 6.7 You acknowledge and agree that S&G may take video and photographic footage of Children attending any Event and that appropriate footage which does not compromise the safety or security of any Child may be used by S&G for the purposes of promotion and marketing.
- 6.8 You acknowledge and agree that S&G's employees may administer basic first aid (including paracetamol, plasters and antiseptic cream) to the Child or to children attending a Party. You shall inform S&G not later than 24 hours prior to the Event of any allergies or other medical conditions not specified in the Vital Info Form which may affect the Child's ability to participate in any Event or of which S&G ought reasonably to be aware.
- 6.9 If the behaviour of the Child at an Activity Day, Activity Week or Holiday Camp is in S&G's opinion unacceptable for any reason, or if in S&G's reasonable opinion it is not appropriate for the Child to continue the Event for any reason (whether by reason of illness, injury or otherwise at S&G's discretion), You shall at S&G's request promptly collect the Child from the Event Location. S&G may exclude the Child from any activities until he or she has been collected if in S&G's opinion such exclusion is necessary or for the safety of the Child or any other child or is otherwise in the Child's best interests.
- 6.10 If the behaviour of any child attending a Party is in S&G's opinion unacceptable for any reason, You will at S&G's request remove or procure the removal of the child in question and S&G may suspend the Party without liability until the child in question has been removed.
- 6.11 The Price shall remain payable in full in any of the circumstances described in clauses 6.8 and 6.9. In addition, if You (or Your authorised representative) are un-contactable for more than two (2) hours You will pay S&G's reasonable costs (including without limitation staff costs and travel expenses) related to caring for the Child.

7 Data Protection

- 7.1 S&G shall process all personal data relating to You and the Child and other individuals in accordance with the Data Protection Act 1998 ("the Act").
- 7.2 You hereby consent to the processing of any personal data (including Sensitive Data as defined in the Act) relating to the Child for the purposes required for the performance of the Services in accordance with these Terms. In particular, but without limitation, You consent to the processing (including gathering, storing and use) by S&G and third parties engaged by S&G in the performance of the Services of medical details relating to the Child for the purposes of protecting the health and safety of the Child at any Event.
- 7.3 S&G will take appropriate measures to prevent the unauthorised use or processing, or the loss or destruction of, any personal data You provide to us. We may use personal data which You provide or which we hold about You or any Child for the purposes of performing the Services and to keep You informed about other services and products provided by us and selected third parties (but S&G will not disclose personal data about You or any Child to any third party except as necessary for the performance of the Services or to comply with overriding statutory obligations).
- 7.4 If You are engaging S&G for business-related purposes, You warrant that any personal data which You provide to us, whether relating to You or to the Child or otherwise, may be processed by S&G for the purposes of performance of the Services and You undertake to indemnify us against any cost, claim, damage or expense which we incur in relation to any claim by a data subject (as defined in the Act) that such processing was in contravention of their statutory rights, except to the extent if any that such claim relates to any breach by us of this clause 7.4.

8 Insurance

You acknowledge that all risks related to the Event, except for the risk of physical injury to person or damage to property directly caused by S&G's negligence, are borne by You and You are advised to insure accordingly. You acknowledge that the Price reflects this balance of risk. **Your attention is further drawn to the limitations of S&G's liability in clause 9 below.**

9 Limitations of Liability

- 9.1 **Nothing in these Terms shall limit or exclude any liability of S&G which may not be limited or excluded by law, including without limitation liability for death or personal injury caused by S&G's negligence or for fraud or fraudulent misrepresentation.**
- 9.2 **Subject to clause 9.1, S&G shall have no liability (whether arising under contract, tort or for breach of statutory duty or otherwise) to the extent that such liability would not have arisen but for Your breach of the Contract.**

- 9.3 Subject to clause 9.1, You agree that by entering into the Contract you acknowledge S&G's level of expertise and that by participating in the Services the Child may suffer loss or damage. You acknowledge that You have voluntarily assumed the risk of such loss or damage and You therefore waive any claim for such loss or damage against S&G and/or its employees.
- 9.4 Subject to clause 9.1, S&G's aggregate liability for all claims in relation to the Contract (whether in contract, tort or for breach of statutory duty or otherwise) shall not exceed the Price paid by You.
- 9.5 Subject to clause 9.1, S&G shall not be liable for any loss which is or which represents disappointment, injury to feelings, loss of reputation, third party liability, loss of anticipated benefit, loss of profit or management time.
- 9.6 Subject to clause 9.1, S&G shall not be liable for any third party service providers engaged by S&G as agents on your behalf.
- 9.7 S&G shall not be liable for any failure to perform any or all of its obligations under the Contract by reason of any severe weather, fire, flood or other act of God, armed conflict, civil unrest, industrial action, order of public authority, or any cause whatsoever beyond its control. In such circumstances S&G, without prejudice to the accrued rights and remedies of each party, may terminate the Contract without liability for such termination and shall refund the Price less any non-refundable deposits, booking fees or other charges incurred by it at the date of such termination for the purposes of the Services.

10 Termination of the Contract

- 10.1 S&G may at any time terminate the Contract forthwith by written notice to You if You fail to pay to S&G any sum when due or if You fail to comply with any safety requirement or obligation set out in these Terms and do not remedy any breach within a reasonable time of notice from S&G to do so
- 10.2 Either party may terminate the Contract forthwith by written notice to the other if the other party is or is deemed to be, insolvent or steps are taken to:
- 10.2.1 propose any composition, scheme or arrangement involving the other party and its creditors; or
 - 10.2.2 obtain an administration order or appoint any administrative or other receiver or manager of the party or any of its property or otherwise enforce any security over the party's property, or repossess its assets; or
 - 10.2.3 file a petition in bankruptcy or to wind up or dissolve the party, or sequester its estate
- or outside England anything corresponding to any of the above occurs.
- 10.3 If the Contract is terminated, S&G (without prejudice to its other rights but subject to any relevant mandatory laws) may do any of the following:
- 10.3.1 declare immediately payable (and so interest-bearing under clause 3) any sums due to it by You, proceed against You for the same and/or damages, and appropriate any payment by You as represents sums due under the Contract;
 - 10.3.2 suspend further performance of any Contract and/or any credit granted to You on any account.
- 10.4 Termination of the Contract shall not affect the accrued rights of the You and S&G under the Contract.

11 General

- 11.1 You acknowledge that all intellectual property rights in and relating to the Services (including but not limited to trade marks, copyright and design rights) shall remain the sole property of S&G.
- 11.2 No previous waiver of any breach of the Contract shall constitute any waiver of any right or remedy.
- 11.3 The Contract may not be assigned by either party without the written consent of the other party.
- 11.4 Clauses 1, 2.5, 2.7, 4.4, 4.5, 9, 10 and this clause 11 shall survive termination of the Contract.
- 11.5 A person who is not a party to the Contract has no right under the Contract (Rights of Third Parties) Act 1999 to enforce the Contract but this does not affect any right or remedy of a third party which is available apart from that Act.

11.6 The Contract shall be governed and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the courts of England.