

Terms & Conditions

The most recent version of our terms & conditions can be found on our website, we will always go by our latest version of our terms and conditions so therefore we recommend you always checking the website version by visiting: <u>www.rsevententertainment.com/terms</u>

By booking one of **RS Event Entertainment's** services, you are agreeing to the following terms and conditions. Please read them very carefully, as if any of the terms set out inside this document are broken, **RS EVENT ENTERTAINMENT** reserves the right to cancel your entertainment / hire without prior notice and without returning a booking deposit or any other payments placed toward the fee or totalling the fee. Any terms that are broken after the event has taken place, **RS EVENT ENTERTAINMENT** will pursue any form of legal action that it or its legal entity deems relevant.

1. Payments. Payments for services rendered by **RS EVENT ENTERTAINMENT** must be settled in full 24 hours prior to the scheduled show commencement. Failure to clear the invoice within this period will result in a late payment fee of £50. An additional £50 late payment fee will accrue every 3 days thereafter. If the invoice <u>remains</u> unpaid after 3 weeks, **RS EVENT ENTERTAINMENT** reserves the right to initiate legal proceedings to claim the outstanding amount. When situations such as this arise, **RS EVENT ENTERTAINMENT** will seek the costs of any court proceedings or legal fee's from the client.

1a. Booking Deposit. Upon engaging the services of RS EVENT ENTERTAINMENT, a mandatory initial deposit in the amounts of £50, or another amount as specified at the time of booking, shall be remitted. This sum shall constitute a partial payment towards the final fee, reducing the outstanding balance. For illustrative purposes, in the event that the total

show cost amounts to £179.00 and the deposit payment is £50, the resulting remaining balance shall equate to £129.00 following the initial deposit settlement.

Ib. Exemptions. The Laughter Care Show, being exempt from deposit requirements, necessitates the invoicing of the full show fee. The stipulated payment must be settled 24 hours before the scheduled show commencement.

Ic. Discounts and Rewards RS EVENT ENTERTAINMENT reserves the right to withdraw any discount, special offer, or promotion at any time, including after the show and within *28 days* from the conclusion of the show. This action may be taken if circumstances arise where the client's behaviour is deemed unpleasant or violates the respectful conduct expected during the event. In such cases, RS EVENT ENTERTAINMENT will update the current invoice or reissue a new invoice reflecting the revised total amount.

2. Refund Policy. RS EVENT ENTERTAINMENT ("we", "us", "our") is committed to ensuring the satisfaction of our clients ("you", "your"). This Refund Policy outlines the circumstances under which you may be eligible to receive a refund from us and the process for requesting such a refund.

2a. Eligibility for Refund. A refund of the booking deposit or the show or hire fee may be considered if all of the following conditions are met:

- The refund request pertains to our services including, but not limited to, entertainment shows and photo booth hire.

- The service did not proceed due to a fault directly attributable to RS EVENT ENTERTAINMENT

- You have previously agreed upon the refund-ability of the booking deposit or the Show or hire fee with RS EVENT booking the service.

2b. Exclusions. No refunds shall be issued under the following circumstances:

- If the service is cancelled due to reasons attributable to the client, including but not limited to, non-compliance with our terms, lack of cooperation, or failure to provide necessary accommodations or permissions for the service to be performed. - If the service is cancelled or cannot be performed due to factors beyond the control of RS EVENT ENTERTAINMENT, including but not limited to, acts of God, natural disasters, strikes, or governmental restrictions.

2c. Requesting a Refund. To request a refund, the client must:

- Complete the "Request a Refund" form available on our website. The form must be filled out in its entirety and submitted in accordance with the instructions provided therein.

- Provide all required documentation and evidence supporting your claim for a refund.

2d. Processing of Refund. Upon receipt of your refund request, RS EVENT ENTERTAINMENT will:

-Review your request and any accompanying documentation. This process may involve communication with you to gather additional information or clarification.

- Determine, at our sole discretion, whether your request meets our refund eligibility criteria.

Should we determine that a refund is warranted, we will process the refund within twenty-eight (28) days from the date of our decision. Refunds will be issued to the original method of payment used at the time of booking, whether it be a credit/debit card, PayPal account, or bank account. In cases where a refund is to be processed to a bank account, you are required to provide accurate bank account details on the "Request a Refund" form. The name provided must match the name of the bank account holder.

2e. Final Provisions. This Refund Policy is governed by and construed in accordance with the laws of the jurisdiction in which RS EVENT ENTERTAINMENT operates.

3. Cancellations - Notice of 7 Days or More. In the event of cancellation with a minimum of 7 *days' notice*, the booking deposit shall not be subject to refund, except in the instance of a show cancellation by RS EVENT ENTERTAINMENT, wherein the deposit may become refundable.

3a. Rescheduling. In the event of the Client's desire to reschedule the show date, a one-time rescheduling may be permitted utilising the original deposit, subject to an administrative charge of ± 10 . Subsequently, should

the Client request a second rescheduling, the initiation of a new booking accompanied by a fresh deposit shall be mandatory .

3b. Cancellations - Notice of Less Than 7 Days. In circumstances of show cancellation with less than 7 days' notice, the Client shall remain liable for the full quoted price, excluding the booking deposit. Rescheduling shall not be permitted under these conditions. Notwithstanding, RS EVENT ENTERTAINMENT retains the sole discretion to consider providing a credit note equivalent to the paid amount. The final determination of Robbie's decision shall be irrevocable. Failure to remit the full invoice amount, if not already settled, shall empower RS EVENT ENTERTAINMENT to initiate legal proceedings for debt recovery, thereby entailing additional costs for the Client.

3c. Parking Charges or Penalty Notices. If any parking charges or penalty notices are incurred by RS EVENT ENTERTAINMENT on the day of the performance, the client is responsible for the full payment of these fees. The cost will be invoiced to the client and must be settled within *7 working days* from the date stated on the invoice.

4. Performance. The Client is required to furnish an adequately sized performance area. Should any uncertainty arise regarding the sufficiency of the designated area, prior consultation with RS EVENT ENTERTAINMENT is strongly encouraged.

5. Vehicle. The client must ensure the provision of parking for one long wheel based vehicle within close proximity to the performance area, ensuring it is visible from the venue and located no more than one minute away . On-road parking or public car parks are deemed unsuitable. This vehicle is utilised for storage of show-related props, equipment, and the live rabbit for the majority of the party duration. In circumstances of elevated temperatures, the necessity to maintain suitable conditions for the live rabbit requires the option to keep the vehicle engine running for air conditioning purposes.

6. Changing Area. In addition to the above, the client must provide an adequate and suitable changing room where Robbie can comfortably get changed before and after the event. This area must be a place where it is safe to leave valuable items during the performance. *Please be aware that toilets do not count as a suitable changing area.*

7. Timings. The show/hire must start within 10 minutes of the booked time slot. In the event that the show/hire begins later than 10 minutes due to the fault of the client, be aware that the show/hire may be cut short. This is because on some days, we have multiple bookings scheduled, and we must ensure that each event adheres to its allotted time frame. If the show/hire starts later than 30 minutes after the booked time slot, the show/hire may be cancelled. In the case of cancellation due to excessive delay, the client will *not* be entitled to a refund.

8. Minimising Distractions. The use of balloons during the party is discouraged, as they have been found to significantly distract children. Therefore, RS EVENT ENTERTAINMENT insists that all balloons and similar party decorations be affixed to walls to minimise disruptions during the show.

8a. Bouncy Castles and Inflatables. Bouncy castles and inflatables may cause considerable distractions, affecting the overall party ambiance. These inflatables MUST be switched off during the show and may only be operated before the show begins or during the food break.

9. Set up and Pack down. Prior to the scheduled show, RS EVENT ENTERTAINMENT requires a minimum of 30 minutes to set up equipment and prepare for the performance. It is imperative that the client ensures timely access to the venue during this period. Additionally, the client must guarantee the existence of a clear and unobstructed pathway from the designated parking area to the performance space, enabling the efficient movement of equipment and props.

9a. Road Crossing Prohibition. The venue provided must not require the performer or any associated personnel to cross any roads to access the performance area. This condition is critical for safety purposes and compliance with the terms outlined in the public liability insurance policy . In the event of road crossing being necessary, it presents a substantial hazard and risk, potentially invalidating the insurance coverage and rendering the performance unfeasible. Should such a situation be discovered upon the entertainer's arrival, the entertainer retains the right to make the independent decision not to perform. In this scenario, the client will not be entitled to any refunds or compensations.

9b. Equipment. RS EVENT ENTERTAINMENT uses very expensive equipment, some of which is considerably heavy . Therefore, you MUST

inform RS EVENT ENTERTAINMENT with at least 7 days' notice if your event entertainment is to happen on a floor above ground which is *NOT* accessible via a lift. RS EVENT ENTERTAINMENT will have to make arrangements to use less heavy equipment as well as making sure there are the correct number of staff on the day.

10. Force Majeure. RS EVENT ENTERTAINMENT shall not be held liable for any failure or delay in the performance of its obligations under these Terms and Conditions caused by circumstances beyond its reasonable control.

11. Show Flexibility. RS EVENT ENTERTAINMENT reserves the right to modify or remove specific segments or elements of the show at its discretion. This includes, but is not limited to, the potential alteration or exclusion of certain performance parts.

The appearance of the live rabbit is not guaranteed in every show and may be subject to change or omission without prior notice.

12. Respectful Conduct and Zero Tolerance Policy. RS EVENT ENTERTAINMENT is dedicated to providing a safe and enjoyable environment for both our staff and clients during all events. As such, we strictly enforce a zero-tolerance policy towards any form of abuse, aggression, or disruptive behaviour, regardless of the individual's state (*intoxicated or sober*). This includes, but is not limited to, verbal abuse, physical aggression, or any behaviour that threatens the safety or well-being of our performers, staff, or other guests. Should any event attendee engage in such behaviour, RS EVENT ENTERTAINMENT reserves the unequivocal right to:

- Immediately cancel the contract and cease the performance or photo booth hire, without a refund.

- Leave the venue promptly to ensure the safety of our staff and equipment.

Additionally, the client acknowledges and agrees that:

- They are responsible for the behaviour of all event attendees and will take necessary measures to prevent any form of abuse or aggressive behaviour.

- Any damages to RS EVENT ENTERTAINMENT equipment or property caused by such behaviour will be the financial liability of the client. The cost for repairs or replacement of damaged equipment will be fully invoiced to the client, which must be settled within the terms specified in the invoice.

We believe that respect and enjoyment are paramount to the success of any event. We appreciate your cooperation in maintaining a positive and safe environment for everyone involved.

13. Non-disparagement Clause. The Client agrees not to post any negative comments, feedback, or disparaging remarks regarding RS EVENT ENTERTAINMENT or its services on any social media platform, public forum, or website. This agreement extends for a period of 10 years from the date of the show. In the event of a breach of this clause during this specified time frame, RS EVENT ENTERTAINMENT reserves the right to initiate legal proceedings. The client may be subject to a fine of £5000, as well as compensation for loss of earnings, any damage to its public character, and legal fees incurred.

13. Confidential Resolution Clause. RS EVENT ENTERTAINMENT is dedicated to providing an exceptional service experience to all our clients. We understand that, on rare occasions, concerns or issues may arise. Should such a situation occur, we strongly encourage our clients to contact us directly through the provided channels (*email with a 48-hour response period*) to allow us the opportunity to address any issues promptly . We emphasise the importance of direct, private communication between RS EVENT ENTERTAINMENT and our clients as the sole method for dispute resolution. Therefore, we explicitly request that clients refrain from posting any public comments, reviews, or statements on social media platforms, websites, or other public forums regarding their experience before, during, or after the resolution process. This approach is integral to maintaining privacy, respect, and the dignity of all parties involved. Failure to adhere to this protocol, and the choice to engage in public disparagement or negative commentary against

RS EVENT ENTERTAINMENT or its services, will be considered a violation of our terms and conditions. Such actions may compel RS EVENT ENTERTAINMENT to pursue legal measures to safeguard its reputation and business interests, including seeking damages, compensation for loss of earnings, and reimbursement for legal costs incurred due to defamation and breach of contract. Furthermore, a breach of this term will result in the immediate cancellation of any contract, whether verbal or written, between the client and RS EVENT ENTERTAINMENT

. Consequently, any deposits or fees paid prior to the breach will be deemed void and non-refundable. This clause underscores our commitment to resolving disputes amicably and privately, and highlights the serious implications of failing to respect this process.

14. Updates to Terms and Conditions. RS EVENT ENTERTAINMENT reserves the right to update these Terms and Conditions at any time without prior notice to the client. The client can access the most recent and updated terms and conditions on the website www.rsevententertainment.com

This modification may occur due to legal requirements, enhancements in service provisions, or other necessary changes. It is the responsibility of the client to review and adhere to the most recent terms available on the provided website link. This practice is in accordance with the statutory rights of a service provider to modify terms and conditions without direct notice, as established under relevant consumer and business laws.

15.Judging Competitions Policy As part of my commitment to delivering an engaging and positive experience for all event attendees, Robbie Star Entertainment does not participate in judging any competitions involving children's costumes, pumpkin carving, craft displays, or any other "best dressed" or creative contests at events. This policy is in place to avoid potential disappointment or negative experiences for any participants, particularly children, which would conflict with my aim to create an inclusive and entertaining environment.

While I am happy to present the prizes and celebrate the winners, I respectfully request that clients arrange for alternative judges if they wish to hold any form of competitive contest. This includes, but is not limited to, costume competitions, decorative contests, or craft assessments.

Exception for Talent Shows: In official capacities, such as being asked to judge a formal talent show or similar skill-based competition, I am open to participating as a judge when appropriate.

Please ensure this policy is acknowledged upon booking to prevent any misunderstanding at your event

Please take cognisance that **non-compliance** with *any* of the aforementioned terms empowers RS EVENT ENTERTAINMENT to cancel the Performance / Booking / Hire without prior notice. In cases where we have no choice but to cancel you will be notified via email within a 24 hour period after the event.