

FIZZ KIDS TERMS & CONDITIONS

1. This booking is subject to these Terms and Conditions of Hire. By paying the deposit, you are entering into a contract with Fizz Kids, acting as an Employment Agent for the reservation of an entertainer and are agreeing to be bound by these Terms and Conditions. The Agreement also forms a contract between you and the Artiste, subject to the Terms & Conditions stated here.
 2. The fee, and all the relevant details for the event are stated in the invoice. These were the details given at the time of the booking. Please inform us urgently if there are any errors.
 3. A booking is only confirmed by Fizz Kids once the client has paid the reservation invoice and confirmed via email that they have paid the reservation invoice. Until such time as this condition has been met, the booking will be treated as an enquiry only and Fizz Kids reserves the right to accept an alternative booking for the Artiste without notification.
 4. The Artiste on this Hire Agreement will be holding this date exclusively for you from the agreement date and therefore they will continue to turn away all other work for this event, which is booked for. The potential loss of work to the Artiste is real and tangible, and so cancellation fees will be charged.
 5. The terms of this Agreement do not allow for cancellation other than by mutual consent of all parties and confirmed in writing. Fizz Kids will charge the following fees should a cancellation occur:
 - A. within 30 days of the event. The full-agreed fee.
 - B. Within 60 days of the event. 50% of the full-agreed fee.
 - C. Within 120 days of the event. The deposit amount.
- The reservation fee will not be returned under any circumstances. Cancellations are only accepted by e-mail. Once we have received your notice of cancellation, we will confirm this to you via return email. If you do not receive this email within 48 hours, do not assume that your event has been cancelled.
6. The balance of the total fee (less any reservation fee and other payments made) must be paid in CASH to the Artiste on the day of performance before any entertainment is due to begin.
 7. It is The Clients' legal responsibility to comply with and ensure that current Health & Safety regulations are in place and any place of performance is fit for the use intended. A safe electrical supply must be provided. All outside situations (Marquees/Outbuildings) must be dry, undercover and made safe for electrical use and insulated from the ground. A separate sheet regarding our electrical requirements for Marquees will be made available at the time of booking.
 8. Smoke machines can only be used with the prior written consent of the venue management.
 9. A minimum clear floor space is required of 3 metres x 2 metres with a head height of 3 metres. A minimum of 2 x 13 amp power sockets must be available within 5 metres of the set up area. If other additional entertainment is booked, adequate floor space must be available for all the performers and changing facilities provided if required.
 10. A minimum of 30 minutes is required for rigging and a further 30 minutes to dismantle and load the equipment into our vehicle. This must be taken into account when planning any arrangements.
 11. In the unlikely event of the Artiste being unable to perform due to unforeseen circumstances such as illness or any other emergency, Fizz Kids will endeavour to arrange for a suitable act with similar equipment and experience to cover the performance for the same price.
 12. The Client realises that whilst we have excellent DJ/Entertainer backup in place, and every reasonable safeguard is assured, the breakdown of any electrical equipment can be an unavoidable occurrence and is often outside of our control. We will however make every reasonable effort to rectify the situation. In the extremely unlikely occurrence of a non-performance, or if a total failure occurs, The Client will be refunded in full. In this situation, this will be the full extent of our liability.
 13. The Client is responsible for the conduct of all persons attending the event whether those persons are invited or not. We do not take any responsibility for controlling rowdy behaviour, or ejecting unwanted persons from the venue. Fizz Kids and its entertainers have the right to perform in a safe environment. We reserve the right to terminate the performance should any physical/verbal abuse, or intimidating actions be made to the Entertainer, Venue, Staff or any of those persons present at the event. Under these circumstances no refund will be given. Fizz Kids and its DJ's/Entertainers also reserve the right to terminate the performance should our equipment' safety be compromised in anyway.
 14. No other persons or performers may use any of the equipment provided other than by prior consent of the Artiste.
 15. If performance time is requested in excess of that agreed on the invoice, this will be at the discretion of the Artiste and subject to additional fees charged at our over time rate. Any additional fees must be paid to the Artiste in cash in advance of the extra services being performed. All requests for additional playing time must be cleared with the Venue management team beforehand.
 16. Any delayed set up time and subsequent delayed start time due to the overrun of any prior proceeding, or of situations outside of our control will not warrant any extension of the stated finishing time or any fee reduction. Such situations may include, but are not limited to, poor access, room clearing and dance floor preparation.

17. We endeavour to ensure that the prices displayed are correct, however we reserve the right to validate/update prices before we process your order. In these instances, if this impacts on your order, we will contact to you to advise you of this. All prices are stated in GBP.

18. All fizz kids entertainers have the right to play what games they feel appropriate for the age group. If you require a certain game to be played you may request this via email. All entertainers performing 'Magic' at the party, have the right to choose which tricks to perform.