

We are:	Smoke & Mirrors
Our address is:	Dun Cottage 136, The Marsh Hungerford Berkshire RG17 0SN
You are:	A user of our Services

The following Terms and Conditions of contract (“Conditions”) apply from the date a booking is accepted and processed. They govern all bookings made by you with Smoke & Mirrors and you are deemed to accept these Conditions when you make a booking. The Conditions are in addition to any additional terms and conditions related to the venue which are separate and distinct from these Conditions.

Definitions

In these Conditions the following terms shall have the following meanings:

- “Agreement” means these Conditions, any quotation, order form and payment instructions provided to you;
- “Cancellation Charge” means the charge made for cancelling a booked Event which is a percentage of the full booking fee;
- “Company”, “us”, “we” or “our” means Smoke & Mirrors;
- “Client”, “you”, “your” and “yours” means the person named in the confirmation who is responsible for booking the Event;
- “Event” means the event run by the Company which the Client wishes to book and/or attend;
- “Guests” means the guests or others attending the Event at the request or invitation of the Client;
- “Service(s)” means the murder mystery evening that you have requested us to provide to you;
- “Venue” means the venue specified in the confirmation where the Event is to be held;

1. Booking:

- 1.1 All reservations made with us are provisional until the booking is confirmed by the Company.
- 1.2 The numbers for which the Client has booked are set out in the confirmation. Any variation of these numbers must be agreed with the Company, and will also require the approval of the relevant agent and/or Venue owner.
- 1.3 In order to secure a booking a non-returnable deposit of £50 (private events) or £100 is required at the time of booking if more than ten (10) days prior to the Event. The balance is to be paid by ten (10) days prior to the date of the Event, or at the time of booking if this is later.
- 1.4 The Company may in its absolute discretion whether on its own behalf or on behalf of the Owner or any supplier refuse any booking. In this case any money paid will be returned to the Client. No interest will be paid on any monies held by us.

2. Prices and Payment

- 2.1 All prices quoted to you are correct at the time of quotation and are valid for [30] days and we reserve the right to alter our prices after this time. Prices are inclusive of value added tax, if applicable.
- 2.2 Full payment must be made for the Services ten (10) days prior to the Event. We shall be under no obligation to perform the Services if payment has not been made in full by ten (10) days before the Event date.
- 2.3 Payment must be made by one of the methods accepted by us as notified to you.
- 2.4 Failure to pay on time may result either in the cancellation of your order or late payment charges equivalent to interest on the late payment which shall be calculated on a daily basis at a rate of 5% over our bank’s lending rate from the date the payment was originally due until the date of actual payment. We may also instruct a debt collection agency or solicitor to collect payment (including any interest and/or late payment charges) on our behalf. In such circumstances you will be liable to pay an additional sum to us which will not exceed the reasonable costs that we may incur to pay the debt collection agency or solicitor, who will add the sum to your outstanding debt on our behalf.

- 2.5 The Client remains primarily liable to the Company for any payment even if the Company agrees to accept payment via a third party specified by the Client which then fails to pay the Company and even if the third party fails to pass on any sums paid to it by the Client.

3. Cancellations

- 3.1 If you cancel any booking within a seven (7) working day period of making the booking (provided the booking is made at least ten (10) days before the Event), we will issue a full refund .
- 3.2 No refunds will be given for cancellations made less than ten (10) days prior to the Event.
- 3.3 Subject to the paying of the applicable Fee, the Client may cancel the Event at any time on giving written notice to the Company.
- 3.4 The Company may cancel the Reservation and charge the money paid:
- 3.4.1 if the Client fails to make any payment due to the Company or is in material breach of this Agreement; or
- 3.4.2 if the Company reasonably considers the Client may not fulfil its obligations under the Agreement.
- 3.5 The Company may also cancel an Event with no liability save for the return of any payments made if it is obliged to do so due to circumstances beyond its control.

4. Client Obligations

All Clients are required to comply with the follow instructions/obligations in order to ensure that the Services can be provided:

- 4.1 Please ensure that Smoke & Mirrors are notified if any guest is under 16 years of age; those under 18 years must be accompanied by an adult.
- 4.2 Pregnant women should seek medical advice if there is any doubt about their fitness to attend.
- 4.3 Smoking indoors is not permitted at the Event.
- 4.4 You agree that any and all Services provided by Smoke & Mirrors are for entertainment purposes only.
- 4.5 Any Event due to take place wholly or partially in the open air is likely to be affected by unsuitable or adverse weather conditions. In this case, Smoke & Mirrors reserve the right to relocate the Event to an area which is undercover.
- 4.6 Throughout the Event you and your party will act in a sensible manner and will not cause harm or injury to anyone else, any animal, effect of property etc. The Client is responsible for the behaviour of his/her Guests and will indemnify the Company against any damage caused by them. The Company reserve the right to stop the Event if any behaviour is in its opinion likely to lead to damage or nuisance. No recompense will be paid to the Client in these circumstances.
- 4.7 Rarely situations may arise which, in the opinion of Smoke & Mirrors, make it necessary to change itineraries or make substitutions or omissions, involving the Event, structure, timings or other details whether before or during the Event, without prior notice to the Guest. If this should occur, Smoke & Mirrors does not assume responsibility or liability for any losses, inconveniences, or expenses incurred by Guests as a result. In the event of unavoidable changes in the itinerary, no refunds will be made.
- 4.8 Due to the nature of the Venues it is not guaranteed that Guests with reduced mobility will be able to access all areas or use all facilities. It is the responsibility of the Guest to satisfy themselves in relation to any mobility or access restrictions.
- 4.9 Any Guest with any medical condition which may put them at risk should seek medical advice if there is any doubt about their fitness to attend.
- 4.10 All luggage, clothing, equipment, vehicles and effects belonging to you or your party are your own responsibility. Smoke & Mirrors are not responsible for the safe custody of attendees' property, for its loss, damage or theft.
- 4.11 In some cases we may provide the Services at the Client's own premises. In such cases you will be required to ensure that the location is suitable to provide the Services, and satisfies any requirements that we may notify to you. You must also ensure that you have adequate insurance to cover the Event and provide us with proof of such insurance upon our request.

5. Limitation of Liability

- 5.1 We disclaim any and all liability to you for the supply of the Services to the fullest extent permissible under applicable law. This does not affect your statutory rights as a consumer. If we are found liable for any loss or damage to you such liability is limited to the amount you have paid for the Services. We cannot accept any liability for any loss, damage or expense, including any direct or indirect loss such as loss of profits, to you howsoever arising. This limitation of liability does not apply to personal injury or death arising as a direct result of our negligence.
- 5.2 We shall not be held liable for any failure or delay in performing the Services where such failure arises as a result of any act or omission which is outside our reasonable control such as an act of God or those of third parties.
- 5.3 We shall not be liable for any misrepresentations other than fraudulent misrepresentations.

- 5.4 Smoke & Mirrors will not be liable for any loss or damage to equipment belonging to the participants, during and after the Event.
- 5.5 Although we cannot foresee any problems, accidents and incidents do happen, and all members of your team should have their own third party public liability insurance. You are staying at the Venue at your own risk; we accept no liability for any accident or injury to yourselves, however caused.
- 5.6 By agreeing to these Conditions you further indemnify the organisers/promoters from and against all legal liability in respect of any costs, claims, damages, demands, penalties, actions, proceedings, suits, losses or expenses in respect of or arising out of the injury to or the death of any person, or damage to any property arising from your participation in the activity.

6. General

- 6.1 These Conditions and the Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties hereto submit to the exclusive jurisdiction of the courts of England and Wales.
- 6.2 The Client may not assign or transfer its rights and/or obligations under the Agreement without the Company's prior written consent.
- 6.3 A person who is not a party to the Agreement has no right to enforce any term of the Agreement under The Contracts (Rights of Third Parties) Act 1999.
- 6.4 The Agreement constitutes the entire agreement and understanding of the parties, and supersedes any previous agreement or understanding relating to the Event. No other terms, statements, representations or promises whether expressed or implied shall form part of this agreement. In the event of any conflict between these Conditions and any other term or provision, these Conditions shall prevail. The Client agrees that in entering into the Agreement it does not rely on, and has no remedy in respect of, any statement, expression of opinion, representation, warranty or understanding of any person other than as set out in the Agreement. Nothing in this clause shall operate to limit or exclude any liability for fraud.
- 6.5 No delay or failure on our part to enforce our rights or remedies under the Agreement shall constitute a waiver on our part of such rights or remedies unless such waiver is confirmed in writing.

January 2019