

# Bright Squad Limited’s booking terms and conditions.

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## 1. Definitions and Interpretations

“**Agreement**” means the agreement between Bright Squad and the Client, incorporating the terms and conditions contained herein.

“**Client**” means the individual, company or other entity who/which has made the Booking, and extends to include all other members of the Client’s party.

“**Bright Squad**” – Bright Squad Limited, a company registered in England and Wales with registered address and Company Number: 63 King Street, Glossop, England, SK13 8LY, Company number 13476716.

“**Intellectual Property Rights**” include but are not limited to copyright, patents, utility models, trade marks, service marks, design rights (whether registered or unregistered), database rights and proprietary information rights in all materials, designs, programs, reports, manuals, visual aids and any other material prepared under the Agreement.

“**Booking**” means the reservation made by the Client with Bright Squad for the Event.

**“Event”** means activities and entertainment and/or other services requested by the Client.

**“Event Start Date”** means the date and time in which the Event is scheduled to commence.

**“Participants”** or **“Attendees”** means the individuals to whom the Event will be provided.

## 2. Booking

- 2.1. A contract between Bright Squad and the Client is deemed to be in existence upon the booking of an event by the Client through any Bright Squad website with payment by the Client by credit card or any other payment method.
- 2.2. Bookings are regarded as provisional until the full payment specified has been received by Bright Squad.
- 2.3. Full details or Participants for the Event must be submitted by the Client at least 3 working days before the Event Start Date, unless otherwise agreed in writing.

## 3. Amendments or Cancellation by the Client

- 3.1. If more than 7 days prior to the Event Start Date, if the Client wishes to make alterations to the Event Start Date there will be no charges incurred by the Client in doing so.
- 3.2. If less than 7 days prior to the Event Start Date, if the Client wishes to make alterations to the Event Start Date then the Client will be liable to pay a charge equivalent to 25% of the total value of the booking or £150, whichever is greater, hereby known as the ‘Postponement Fees’.
- 3.3. Any changes requested must be made in writing and the Postponement Fees must be paid to Bright Squad no later than 24 hours prior to the Event Start Date; otherwise, it will be treated as a cancellation with liability to incur cancellation charges as set out in Clause 2.5.

- 3.4. If the Client cancels an event or the event is treated by Bright Squad as cancelled by reason of non-payment, cancellation charges as set out in clause 2.5 shall become payable by the Client to Bright Squad within 7 days. Cancellation must be notified to Bright Squad in writing by the Client.
- 3.5. Cancellation charges will be made as follows:
- Within two weeks of the event – no refund. The full amount is payable.
  - From the time of booking to two weeks before the original Event Date - A cancellation charge of 50% of the total amount is payable, unless a higher rate is agreed between both parties at the time of booking.
  - Cancellation charges are payable for any events that have previously been postponed unless the Client cancels the event more than 4 weeks prior to the original Event Start Date.

## 4. Amendments or Cancellation by Bright Squad

- 4.1. After a booking has been made, if Bright Squad wishes to make alterations to the Event Start Date, the Client has the option to request a full refund from Bright Squad.

## 5. Payment

- 5.1. When booking an Event, the Client is required to make full payment at the time of booking unless credit terms have been agreed, in which case an invoice will be raised. Additional participants can be added and paid for up to 48 hours prior to the Event Start Date subject to availability.
- 5.2. There shall be no refunds given for a reduction in numbers below the level agreed when the Booking is made.
- 5.3. If payment in full has not been made at the required time, Bright Squad reserves the right to treat the Booking as cancelled, in which case the

Client may become liable to pay such cancellation charges as are set out in Clause 2.5.

- 5.4. Bright Squad reserves the right to charge interest at a rate of 8% above the base rate of the Bank of England from the date payment became due on any outstanding balance(s) or overdue accounts due from the Client. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. Interest will be added to the Client's account for each month or part thereof that the account remains unpaid.

## 6. Limitation of Liability

- 6.1. Neither Bright Squad nor the Client accepts liability for circumstances beyond its control e.g. war or terrorist activity, weather conditions, fire, delays, temporary technical, mechanical or electrical breakdowns.
- 6.2. Bright Squad shall be under no liability for death or personal injury or illness suffered by the Client or any of the Participants unless shown to have been caused by negligence on the part of Bright Squad, its employees or labour-only subcontractors.
- 6.3. Bright Squad shall not be liable in any circumstances for any indirect or consequential loss resulting hereunder.

## 7. Intellectual Property

- 7.1. The Client agrees and accepts that all information provided by Bright Squad related to these terms and conditions and to the event including without limitation all products, proposals, processes, plans, ideas, know how, design rights, trade secrets, market opportunities, and business affairs ("Information") are exclusive property of Bright Squad and no rights of any nature in such Information vest in the Client.

## 8. Miscellaneous

- 8.1. In the event of dissatisfaction or complaints, the Client should first notify Bright Squad in writing within one week of the Event.
- 8.2. This Agreement shall be governed by English Law and the parties agree to submit to the exclusive jurisdiction of the English Courts.