



Shrek's Adventure! London Birthday Party Terms and Conditions

SECTION A - Definitions

"Booking Details"

the details set out on the form attached to these Terms and Conditions

"Client"

the individual firm company or other party from whom a booking is received by Merlin and with whom this Contract is entered into

"Agent"

the individual firm or company with whom the Client contracts to book the Venue on his or her behalf

"Contract"

the Booking Details and these Terms and Conditions for provision of facilities and services by Merlin to the Client subject to variation in writing by Merlin

"Event"

a conference and/or other event to be held at the Venue details of which are set out in the Booking Details

"Venue"

the facilities, rooms and services to be used by the Client for the Event and as set out in the Booking Details

"In Writing"

a written communication including (but not limited to) a letter facsimile transmission or electronic communication signed by a duly authorised representative of either Merlin or the Client (as is appropriate)

"Premises"

the premises (as specified in the Booking Details) of which the Venue is part and at which the Event shall take place

"Third Party"

any firm, contractor, individual or other person authorised or licensed by the Client or with which it has a direct or indirect relationship of a contractual or any other nature (including,



but not being limited to employees, agents or sub-contractors) and any guest or visitor attending the Event whether or not at the express invitation of the Client

"Merlin"

Merlin Attractions Operations Limited trading as Madame Tussauds (Company No. 6272935) whose registered office is at 3 Market Close, Poole, Dorset BH15 1NQ

"Merlin Approved List"

list of Merlin approved contractors with whom the Client can contract under the terms of this Contract

"Working Days"

any day which is not a Saturday, a Sunday or a bank or public holiday in England

words importing the singular number shall include the plural and vice versa, words importing the masculine shall include the feminine and neuter and vice versa

SECTION B - Reservations

1. Once Merlin has issued the Contract to the Client, the Client must sign and return it to Merlin within 10 Working Days of the date of issue or, in the absolute discretion of Merlin, any shorter period of time stated by Merlin. If the Contract is not signed and returned by the Client within this period, Merlin reserves the right to cancel any provisional booking and re-let the Venue
2. Notwithstanding that Merlin may have given a detailed quotation or estimate either orally or in Writing, all bookings will be considered as provisional until the Booking Details have been signed by a duly authorised officer of Merlin
3. The estimated number of attendees is noted in the Booking Details. The final expected number of attendees must be notified to Merlin in Writing at least 5 Working Days before the Event. This final expected number of attendees (or in the absence of such notification the estimated number of attendees) will be treated as being the minimum number of attendees for the purposes of the payment due from the Client. Merlin will attempt to accommodate more than this minimum number if requested to do so by the Client, but cannot guarantee to be able to do so. If the actual number of attendees is greater than the minimum number of attendees, it is this number which will be used to calculate the payment due from the Client.
4. At least 10 Working Days prior to the Event the Client must confirm to Merlin in Writing:
 - a. Final timings;
 - b. menus, beverages and entertainment requirements;
 - c. any special requests such as special dietary requirements; and
 - d. room layouts for exhibitions and events.
5. If the Client wishes Merlin to provide any of the following additional items:
 - a. audio visual equipment;
 - b. computer terminals;
 - c. external telephone lines;



- d. any other equipment Merlin is able to supply; and
 - e. games cards and/or money vouchers (for use in Merlin's arcade games if available at location) then at least 4 weeks prior to the Event the Client must confirm such request to Merlin in Writing.
6. The Booking Details must state all requirements for Merlin to hire, arrange or supply Third Party services. Any variations in such requirements must be confirmed to Merlin in Writing at least 10 Working Days prior to the Event.
 7. If the Client wishes Merlin to provide bar facilities beyond the time of 23.00 then at least 6 weeks prior to the Event the Client must confirm such request to Merlin in Writing to enable Merlin to make application to obtain the appropriate bar extension licence.
 8. Merlin will attempt to accommodate any of the requirements requests or variations to the Event referred to in Conditions 4, 5, 6 or 7 but cannot guarantee to be able to do so. If it is unable to do so Merlin may at its discretion provide a substitute of equivalent value or quality where possible
 9. All costs incurred by Merlin in accommodating any of the requirements requests or variations to the Event referred to in Conditions 4, 5, 6 or 7 shall be borne by the Client
 10. If, (in the reasonable opinion of Merlin), significant changes to the nature of the Event or the estimated number of attendees are made by the Client, an appropriate amendment may be made by Merlin to the rates charged and the Venue provided.

SECTION C - Payment

1. A deposit as agreed between the parties and detailed in the Booking Details is payable by the Client upon confirmation of the booking when the Client signs and returns this Contract. 80% of the original total estimated account is payable 16 weeks prior to the Event unless alternative arrangements have been agreed by Merlin in Writing. Merlin may, in its absolute discretion, require payment of a further deposit, details of which will have been discussed with the Client and included in the Booking Details
2. After the Event, Merlin shall calculate the actual amount payable by the Client and shall submit a final invoice to the Client which shall be paid by the Client within 14 days of the date of such final invoice
3. All payments are to be made by either BACS payment, cheque (supported by a valid banker's card) or cash unless Merlin has expressly agreed in Writing to accept payment by credit card, charge card or any other means. If Merlin has agreed to accept payment by credit card then it shall have the right to increase each individual payment to include a handling charge of 5%
4. If the Client fails to make a payment which is due under the Contract, interest at the rate of 3% per annum above the base rate of HSBC Bank plc from time to time will be payable by the Client and added to the Client's final account
5. If the Venue is booked through an Agent, the Agent shall procure, and the Client shall agree, to be bound by the terms of this Contract to the effect that the Agent or the Client shall be jointly and severally liable for any payments which fall due under the Contract



SECTION D - Cancellation by the Client

1. If the Client wishes to cancel the Event or if the duration of the Event is reduced or the estimated number of attendees is reduced by more than 10%, notification of such change must immediately be given to Merlin in Writing. Oral notice of cancellations or reductions will not be accepted. In the absolute discretion of Merlin, the following charges will apply and will not be higher than stated:

| Notification of cancellation or reduction given before the date of the Event | Amount of original total estimated account (as set out in the Booking Details) to be charged to the Client |
|---|---|
| At least 16 weeks | No charge |
| 16 - 2 weeks | 80% |
| Less than 2 weeks | 100% |

2. For the avoidance of any doubt, Condition 1 Section D above will not apply if:
 - a. the variation concerns only the reduction of the number of attendees; and
 - b. such reduction is less than 10 % of the estimated number of attendees stated in the Booking Details; and
 - c. notification of such reduction is received by Merlin in Writing at least 10 Working Days before the Event
 - d. Merlin agrees that if the Client gives notice of any cancellation or reduction, Merlin will use its reasonable endeavours (but without having to incur any expense) to re-let the Venue and if an alternative function is arranged, any income received by Merlin from such function shall be used towards all or partial fulfilment of the Client's liability to Merlin. Because of this obligation, Merlin cannot notify the Client of any charges payable by the Client until after the date of the cancelled event
 - e. The Client is strongly advised to consider taking out insurance to protect against the cancellation of the Event under this Section D and the consequent sums which the Client may have to pay

SECTION E - Cancellation or Amendment by Merlin

1. Merlin will attempt to ensure that the agreed Venue is available to the Client for the Event. However, Merlin will not be liable to the Client if the Event has to be cancelled by Merlin for any of the following reasons:
2. if it comes to Merlin's attention that the Event is of an illegal nature or, in the reasonable opinion of Merlin, is immoral or would in any way harm or prejudice the reputation of Merlin
3. if the Client is more than 31 days in arrears with payment to Merlin for services or facilities previously supplied to the Client or any subsidiary or associated company of the Client
4. If Merlin becomes aware of any alteration in the Client's financial situation which, in the reasonable opinion of Merlin, might lead to the Client being unable to meet its financial obligations to Merlin
5. If, for any reason beyond its control, Merlin needs to amend the booking in any way, Merlin reserves the right to offer the Client alternative facilities which in the reasonable opinion of Merlin are of equivalent status and comfort. If the



6. alternative facilities offered are deemed by the Client (acting reasonably at all times) to be unsuitable, cancellation of the booking must be given in Writing to Merlin. Any monies repayable to the Client under the Contract will be refunded in full at the earliest opportunity
7. Merlin reserves the right in its absolute discretion, to close and/or alter all or any part of the facilities at the Premises including closure of rides and/or attractions for technical, operational, health and safety or other reasons and shall not be liable to the Client for any losses arising from such alteration or closure.
8. The Client and any Third Party shall comply with the rules and regulations currently in force at the Premises, a copy of which is available on request

SECTION F - Force Majeure

1. In the event that this Contract cannot be performed or its obligations fulfilled for any reason beyond the reasonable control of either party including war, industrial action, floods or Acts of God then such non-performance or failure to fulfil its obligations shall be deemed not to be a breach of this Contract. In the event that this Contract cannot be performed or its obligations fulfilled for any reason beyond either party's reasonable control for a continuous period of three months, then either party may, at its discretion, terminate this Contract by notice in writing at the end of that period

SECTION G – Liabilities

1. Merlin shall not be liable for any consequential or indirect loss or damage suffered by any Third Party or the Client which arises out of or in connection with the Contract including, but not being limited to, loss of profit, damage to or loss of any property or items belonging to the Client or any Third Party and personal injury to the Client or any Third Party (but only so far as such injury is not caused by Merlin's negligence)
2. The Client shall indemnify and keep indemnified Merlin from and against all expenses, loss, damage or liability (whether criminal or civil) suffered and legal fees and costs incurred by Merlin, or for which Merlin may be held liable, resulting from any act, omission, neglect or default of the Client or any Third Party contracted by the client

SECTION H - Insurance

1. The Client undertakes and agrees to obtain and keep in full force all appropriate insurance as requested by Merlin which may include, but not be limited to employer's liability insurance and public liability insurance in the sum of not less than £5,000,000 (five million pounds) for any one incident and unlimited in total
2. The policy or policies of insurance referred to in this Condition 1 Section H shall be purchased from a reputable UK insurer, shall be on an occurrence basis and shall be shown to Merlin on request together with satisfactory evidence of the payment of the premium or premiums



SECTION I - General

1. Merlin places great importance on the safety of Third Parties and to ensure that the high standards of safety set by Merlin are complied with by all those attending the Event, Third Parties are only admitted to the Venue if they are willing to comply with any regulation in force at the Premises from time to time. The Client shall therefore ensure that all Third Parties are aware of this
2. Merlin reserves the right, in its absolute discretion, to refuse admission to the Venue and or Premises or remove from the Venue and or Premises any person who has behaved or is behaving in a manner which, in the opinion of Merlin has affected, or is likely to affect, the enjoyment of any other Third Party
3. The Venue will be made available from the time shown in the Booking Details. The Client will ensure that any Third Party contracted by them, and the Client will have vacated the Venue and Premises within half an hour of the departure time shown in the Booking Details. If an extension to these times is requested, Merlin will attempt to assist but may, in its absolute discretion, make extra charges for the additional use of the Venue
4. On arrival to and departure from the Premises the Client shall use all reasonable endeavours to ensure that all Third Parties shall not cause any unreasonable disturbance or nuisance to any persons or properties in the vicinity of the Premises
5. The Client shall ensure that where applicable any Third Party contracted by them has returned the Venue to its original state
6. Merlin reserves the right to approve any Third Party engaged by the Client. No third parties can be engaged without written approval from Merlin. For the avoidance of doubt all contractors should be booked via the Merlin Approved List. The Client shall ensure that any Third Party contracted by them, complies with the terms set out in the Booking Details and all health and safety legislation regulations and procedures in force from time to time and shall carry out its own risk assessment procedure in order to do so and provide public liability insurance identical to that required under Condition 1 Section H
7. Subject to Condition 6 Section I, Merlin shall not be liable for a Third Party's failure to provide, or negligence in providing, any goods or services to the Client and the Client shall indemnify and keep indemnified Merlin from and against any costs incurred by Merlin as a result of any cancellation of any third party services contracted by the Client
8. The Client acknowledges that there are various covert closed circuit television cameras positioned at different locations within the Premises and accepts that the Client's image and that of any Third Party may be captured whilst in and about the Premises
9. No equipment or practices which may conflict with Merlin's obligations under health and safety legislation regulations and procedures in force from time to time can be brought into or used at the Venue unless with the prior written agreement of Merlin
10. No wines, spirits, other drinks or food can be brought into the Venue unless with the prior written agreement of Merlin. Only persons authorised by Merlin are permitted to sell or offer for sale any items or services at the Venue
11. No use may be made of any Merlin name, logo or telephone number without Merlin's prior agreement in Writing
12. All prices are exclusive of VAT which shall be charged at the prevailing rate
13. No signs, displays, posters or other material may be fixed to the walls, floor or ceilings of the Venue or otherwise displayed at the Premises without prior written agreement of Merlin
14. Merlin is obliged to comply with various licensing and statutory regulations and accordingly requires the Client and any Third Party to comply with any reasonable and proper instructions given to them by any duly authorised representative of Merlin and the Client



shall indemnify and keep indemnified Merlin for any loss, damages or expenses suffered or incurred by Merlin as a result of a breach of this Condition 14 Section I

15. With the exception of guide dogs for the blind, pets are not permitted at the Premises
16. In requesting Merlin to photocopy any document, article, drawing or other item, the Client confirms that the written consent of the copyright owner has been obtained and the Client undertakes to indemnify and keep indemnified Merlin for any loss, damage or expense suffered by Merlin as a result of such consent not having been obtained
17. Any corporate gifts the Client has for the Event should be brought to the Premises as agreed in advance in writing between the parties and marked for the attention of the Corporate Events Manager
18. This Contract contains the entire agreement between the parties with respect to its subject matter, to supersede all previous agreements and understandings between the parties and may not be modified except by an instrument in writing signed by the duly authorised representative of the parties

SECTION J – Food

1. Merlin accepts no responsibility for the ingredients, quality or payment pertaining to food the Client obtains from external sources, including the Great British Fish Shop.
2. All ordering and payments of food will be supervised by Great British Fish Shop and no liability will be accepted by Merlin for the incorrect handling of such.
3. All allergen checks will be conducted by Great British Fish Shop with appropriate health and safety measures enacted
4. No food can be brought onto the Merlin attraction site
5. Any complaints relating to food from external sources should be directed to the supplier and not Merlin