



# The Hive General Terms and Conditions

## 1. WHY YOU SHOULD READ THESE TERMS

- 1.1. Please read these terms carefully before you submit your payment to us. These terms tell you who we are, how we will provide products to you and how you and we may change or end the contract. If you think that there is a mistake in these terms or they require any changes, please contact us at [sales@thehivehatfield.co.uk](mailto:sales@thehivehatfield.co.uk) to discuss.

## 2. GENERAL INFORMATION

- 2.1. If we have to contact you, we may do so by phone or writing to you at the email address or postal address, with the details you provided to us in your account.
- 2.2. When we use the words "writing" or "written" in these terms, this includes emails.
- 2.3. When we use the word "website" in this document this refers to our website at: <https://thehive.ezfacility.com/>

## 3. WHAT IS THIS DOCUMENT AND WHO ARE WE?

- 3.1. These are the terms and conditions on which we supply products on our website to you a consumer ("these terms").
- 3.2. We are The Hive @ the Jim McDonald Centre, McDonald Court Hatfield, AL10 8HR and we are part of Welwyn Hatfield Borough Council, Council Offices, The Campus, Welwyn Garden City, AL8 6AE. Throughout these terms, the terms "we", "us" and "our" refer to The Hive @ the Jim McDonald's Service.
- 3.3. For any queries about any of the products you see to buy at our online website, you can contact us by phone on 01707 270066 or by writing to us at [sales@thehivehatfield.co.uk](mailto:sales@thehivehatfield.co.uk) or The Hive @ the Jim McDonald Centre, McDonald Court Hatfield, AL10 8HR. We refer to "products" throughout these terms to include any goods, services or online digital content available on our website.
- 3.4. Any new features or tools which are added to the current website shall also be subject to these terms. You can review the most current version of these terms at any time on this website page. We reserve the right to update, change or replace any part of these terms by posting updates and/or changes to our website.

## 4. OUR PRODUCTS

- 4.1. Our Products that are available to be paid for, include:
  - 4.1.1. Freddie's Den Bronze, Silver or Gold Soft Play Party packages
  - 4.1.2. Self-catered or Catered Bouncy Castle party
  - 4.1.3. Room hire

- 4.2. We reserve the right to modify or discontinue any products contained on our website without notice at any time. If you place an order after a product is discontinued, we will not accept your order.

## **5. OUR CONTRACT WITH YOU**

- 5.1. Our acceptance of your purchase for the product(s) will take place, upon successful completion of payment and this is when a contract will come into existence between you and us on these terms.
- 5.2. Sometimes we are unable to accept your order. If this is the case, we will inform you of this by email and will not charge you for the product. This includes but not limited to because of unexpected limits on our resources which we could not reasonably plan for or other reasons. We reserve this right not to accept your order.
- 5.3. We will assign a transaction number to your order and tell you what it is when we accept your order. It will help us if you can tell us the transaction number whenever you contact us about your order.
- 5.4. Our online website is hosted on EZ facility. EZ facility provides us with the online e-commerce platform that allows us to sell our products to you and act as the data processor for GDPR but the Hive remains the Data Controller. This does not affect your rights under these terms.

## **6. PURCHASE OF PRODUCT**

- 6.1. By purchasing a product by any means (over the phone, online or in person or other method yet to be defined) you are agreeing to our Terms and Conditions of sale. Please be sure you abide by these terms and conditions before any purchase.
  - 6.1.1. For room hire please see the terms and conditions of hire for more details
- 6.2. No product can be sold to anyone under the age of 18.
- 6.3. We will not be held responsible for any product which are lost or stolen.
- 6.4. Discounts are shown in the listings for each event but may not be available for all events. From time to time we may also make supplementary special offers in addition to those published in our leaflets and flyers or on our website. Discounts cannot be combined with other offers (unless specifically stated) or applied retrospectively and may be withdrawn at any time.

## **7. RULES OF ADMISSION**

- 7.1. We accept as valid confirmation of bookings: emails or booking confirmations either printed out or displayed on mobile phones.
- 7.2. Parents, Guardians, or a responsible adult are required to remain with their children at all times and to follow the instructions of our staff while on site.
- 7.3. Alcohol or Smoking is not permitted inside the Centre. Smoking areas are available.
- 7.4. Anyone deemed to be under the influence of alcohol, drugs or any other prohibited substances, will be asked to leave the premises.
- 7.5. We do not tolerate any unsuitable behaviour including physical or verbal violence towards our staff, management or other members of the public.
- 7.6. It is expected that any user, using any of the centre's facilities keeps them in clean and tidy condition.
- 7.7. We suggest that you leave all valuables at home. We cannot accept liability for any damage, loss or theft that may occur at The Hive @ the Jim McDonald Centre.

- 7.8.** The Hive @ the Jim McDonald Centre does not accept any liability for damage to vehicles in the car parks, where customers park at their own risk.
- 7.9.** The Hive's staff reserves the right to remove anyone they deem to not be behaving appropriately or adhering to the centre's terms and conditions or any health and safety notices.
- 7.10.** Freddie's Den soft play general rules
- 7.10.1.** The recommended age for the soft play is 8 years old and under.
  - 7.10.2.** Socks must be worn and no shoes can be worn whilst inside the soft play area.
  - 7.10.3.** No Food or drinks can be taken into the soft play area.
  - 7.10.4.** Freddie's Den is not a crèche facility. Parents who have left children unattended will be asked to leave and no refund will be given
  - 7.10.5.** Children who are unwell should not enter the play area. To prevent the spread of infection children who are unwell, or who have been unwell, must not visit the centre for 48 hours.

## **8. MAKING CHANGES TO YOUR PURCHASE**

- 8.1.** If you wish to make a change to your booking prior to the date, please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.
- 8.2.** More significant changes to the products and these terms. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information relating to or part of the product or on any related website has become inaccurate at any time without prior notice (including after you have submitted your order).
- 8.3.** Updates to digital content. We may update or require you to update digital content, provided that the digital content shall always match the description of it that we provided to you before you bought it.

## **9. PARTY PACKAGE SPECIFIC RULES**

- 9.1.** Any Freddie's Den or Bouncy Castle party package can be bought online, over the phone or in person.
- 9.2.** Any party package bought can only be used for the intended purpose. With management's discretion party packages can be exchanged for other party packages
- 9.3.** Reservation of any party package cannot be taken without any deposit. Deposits are non-refundable and are 50% of the party price.
- 9.4.** The Party Organiser is the individual that has bought the party package and is able to turn up 15 minutes prior to their party to set-up and put up any appropriate decorations. We do not provide any table cloths, decorations or balloons.
- 9.5.** In the event of a party cancellation, the party organiser will be offered a change of date.
- 9.6.** The Hive @ the Jim McDonald Centre does not accept the responsibility of the supervision of children, therefore the responsibility lies with a responsible adult, parent or guardian for the behaviour and supervision of all children throughout the duration of the party.
- 9.7.** We reserve the right to close the whole or part of the party at any time or restrict the number of persons having access at any time due to capacity or if deemed necessary for

the security and safety of guests and staff. And can do so without the right to refund or compensation.

**9.8.** Any injuries regardless of severity should be reported to a member of staff as soon as possible.

#### **9.9. BOUNCY CASTLE PARTIES**

**9.9.1.** Bouncy castles parties are hired for 2 hours, this includes 1 hour 15 mins with the bouncy castles and 45 minutes for food and drink.

**9.9.2.** The party organiser/s is/are expected to clear away all rubbish and keep the areas used tidy, following the end of their party and cleared out as soon as possible.

**9.9.3.** No shoes are to be worn on the inflatables.

**9.9.4.** No Food or drinks are to be taken onto the inflatables.

**9.9.5.** In order for all the children to have a safe and enjoyable, we ask the organiser to ensure the safe play instructions are adhered to.

**9.9.6.** The maximum number of children able to attend is 30.

#### **9.10. FREDDIE'S DEN SOFT PLAY PARTIES**

**9.10.1.** Freddie's Den parties are hired for 2 hours.

**9.10.2.** The party organiser/s is/are expected to clear away all rubbish and mess following the end of their party.

**9.10.3.** Freddie's Den Parties include up to 15 children and unlimited adults, extra children can be paid for at an additional cost.

### **10. PRICE AND PAYMENT**

**10.1.** Where to find the price of a product. The price of the product that appears on the website excludes VAT. VAT will be added when you go onto the checkout screen.

**10.2.** If you are paying off an open invoice, if applicable it will include VAT.

**10.3.** We reserve the right to change the price of our products without notice.

**10.4.** For Party Bookings, a non-refundable deposit of 50% of the party price is required for confirmation of booking, the remaining outstanding balance can be made on the day

**10.5.** Should we have to shut the Centre for any reason that is out of our control and it affects a product you have purchased with us, we will first offer an alternative or if not feasible we will offer a refund.

**10.6.** Payment methods include:

**10.6.1.** Cash

**10.6.2.** Cheque

**10.6.3.** Mastercard and Visa credit and debit card.

**10.6.4.** Apple Pay and Google Pay.

**10.6.5.** We do not accept American Express cards.

**10.7.** What to do if you think a payment is wrong. If you think a payment amount is wrong please contact us promptly to let us know.

- 10.8.** We may also suspend your access to our products if you do not pay, for example if your card payment fails and you do not make successful payment within 30 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products.

## **11. PROBLEMS WITH A PRODUCTS**

- 11.1.** Please, let us know if you have any questions or complaints about the product by writing to us.
- 11.2.** If following your experience with our product, you are dissatisfied with your product, you will have 30 days after the day you have received the product to request a refund, Please note you will have to pay the costs of return of any products.
- 11.3.** In order to accept a refund, we require:
- 11.3.1.** Proof of purchase;
  - 11.3.2.** An explanation of why you have requested a refund
  - 11.3.3.** Any Item(s) to be returned with the original documentation; and
  - 11.3.4.** If applicable, any item must be in an unused and unopened original packaging.
- 11.4.** Unfortunately, we cannot accept returns on any of the following items:
- 11.4.1.** Perishable Goods (any food products and drink)
  - 11.4.2.** Products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
  - 11.4.3.** If you have purchased a product involving a service and that service is running or has been completed, you cannot change your mind.
- 11.5.** For any refunds, we will refund you the amount agreed between ourselves and you the customer for the products purchased, which ideally the original method of payment will also be used for refund. However, we may use other payment methods.

## **12. OUR TERMINATION RIGHTS TO END THE CONTRACT**

- 12.1.** We may end our contract with you, if you break it. We may end your contract with us as a customer, and may prevent you from making any future purchases at any time by writing to you if:
- 12.1.1.** You do not make any payment to us when it is due and you still do not make payment within 30 days of us reminding you that payment is due;
  - 12.1.2.** You do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, required payment details.

## **13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

- 13.1.** We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 13.2.** We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the including the right to receive products which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care and,

where installed by us, correctly installed; and for defective products under the Consumer Protection Act 1987.

#### **14. HOW WE MAY USE YOUR PERSONAL INFORMATION**

- 14.1. How we may use your personal information. We will only use your personal information as set out in [The Hive's Privacy Policy](#).
- 14.2. For the council's privacy policy can be found at: [Welwyn Hatfield Borough Council Privacy Notice](#)

#### **15. PROHIBITED USES**

- 15.1. You are prohibited from using the site or its content:
  - (a) for any unlawful purpose;
  - (b) to solicit others to perform or participate in any unlawful acts;
  - (c) to violate any international or domestic laws and regulations;
  - (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
  - (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
  - (f) to submit false or misleading information;
  - (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the site or of any related website, other websites, or the Internet;
  - (h) to collect or track the personal information of others;
  - (i) to spam, phish, pharm, pretext, spider, crawl, or scrape;
  - (j) for any obscene or immoral purpose; or
  - (k) to interfere with or circumvent the security features of the site or any related website, other websites, or the Internet.
- 15.2. We reserve the right to terminate your use of the site or any related website for violating any of the prohibited uses.

#### **16. THIRD PARTIES**

- 16.1. Certain content, products and services available via our online shop may include materials from third-parties.
- 16.2. Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.
- 16.3. We are not liable for any harm or damages related to the purchase or use of products, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

## **17. OTHER IMPORTANT TERMS**

- 17.1.** We may transfer this agreement to someone else. You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.
- 17.2.** If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 17.3.** Waiver. The failure of us to exercise or enforce any right or provision of these terms shall not constitute a waiver of such right or provision.
- 17.4.** Serving a Notice:
- 17.4.1.** Any notice or communication from us to you in relation to this contract must be in writing and delivered to you either personally, by first-class post or email.
  - 17.4.2.** A written notice via post is deemed to have been served at 09:00 on the second working day after the day on which it was posted.
  - 17.4.3.** A written notice via email that is sent between 09:00 and 18:00 is deemed to be served on the same day. If the written notice is sent after that time it is deemed to be served at 09:00 the following working day.
- 17.5.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.