Grumpy But Gorgeous (GBG PARTIES) has made every effort to word these terms and conditions in plain English, with clarification of various clauses where necessary. If you do not understand any part of these terms, please call us for clarification or seek legal advice before agreeing to them. Any booking WHETHER CONFIRMED VERBALLY, ELECTRONICALLY OR IN WRITING will be subject to a legally binding Contract carrying the following non-negotiable Terms & Conditions of Booking:

1. Definitions
The booking Contract (“Contract”) is negotiated by Grumpy But Gorgeous (the “Agent”) between the Client (“Client“) and the Artiste (“Artiste“). The Client understands that the Artiste(s) (i.e. entertainer(s) and service provider(s) such as beautician(s), therapist(s), event planner(s), pamper party host(s), photographer(s), etc.) are sub-contracted and/or employed by Grumpy But Gorgeous. In this respect, Grumpy But Gorgeous may act as a contractor agency in issuing this Contract to self-employed “Artistes” and cannot be held responsible for non-fulfilment of bookings or non-payment of fees. A booking (“Booking”) is any verbal, electronic or written request securing entertainment for a specific date from the Client to the Agent.

2. Client Data
i. Sharing of Essential Data
The Client gives the Agent permission to share client data with the Artiste(s) (ie essential information required to fulfil the Contract).

ii. E-mail Communications
The Client understands that by filling out the Availability Form, Booking Form, or Feedback Form published on the website http://www.grumpybutgorgeous.com they give full permission to the Agent to contact the Client via the Client’s e-mail address at a later date.

iii. Although Grumpy But Gorgeous shares client data with the Artiste in order that the Artiste will use it solely for the fulfilment of the Contract, Grumpy But Gorgeous is not responsible for how the Artiste uses such data.

3. Confirming the Booking
i) ‘Confirmation’ (“Confirmation”) will mean any verbal, electronic or written acceptance of this booking by BOTH the Client and the Artiste.
ii) All Bookings take effect immediately upon Confirmation.
ii) Non-signature/non-return of Contract is not sufficient to cancel the booking or acceptance of these terms.

Upon ‘Confirmation’ of the Booking, Grumpy But Gorgeous will issue a Contract to the Client for confirmation of details by electronic email. Both the Client and Grumpy But Gorgeous may keep one copy of the Contract for their personal records. Grumpy But Gorgeous will store the Contract(s) for safe keeping (copies available on request) and will act as the Agent negotiator between both parties for the period up to and including the date of the event and for twenty-four months after the event.

4. Changes to Contract
i. The agreed booking fees may be subject to change (in agreement with both the Client and the Artiste) if any details on the Contract are altered. All changes to the Contract must be arranged and agreed by Grumpy But Gorgeous in advance of the event.
ii. There is a £25 administrative fee for venue, date or time change to your booking. Changes must be made in writing using our contact us form on the contact us page of our website the Form linked from http://www.grumpybutgorgeous.com Confirmation must be received in writing from our office and administration payment received in order for change to take effect.

5. Right to Refusal of Services
Grumpy But Gorgeous reserve the right to refuse service to anyone for any reason at any time.

6. Policy on abuse
Should the Artiste, at any time, experience abuse in any manner from the Client, contract terms will immediately be terminated without hesitation. The Artiste and Grumpy But Gorgeous reserve the right to cancel all contract terms and conditions under ‘any and all’ abuse.

7. Payment of fees
The agreed fee is due upon receipt of the Contract unless special circumstances are agreed between Grumpy But Gorgeous and the Client. Fees can be paid by preferred payment method: BACS or credit/debit card.

If any fee which the Client is due to pay prior to the event has not been on the day of the party or at least 5 working days before the event, whichever is agreed, the Artiste has the right to cancel the Booking without penalty and the Client will forfeit any other fees paid previously and remain liable for any cancellation fees due (see clause 5.)

8. Cancellations
Cancellation by the Client:
Cancellation by the Artiste is not allowed for any reason except circumstances covered by ‘Force Majeure’ (see clause 22.). In the event that the Client cancels the Booking, the Client agrees to inform Grumpy But Gorgeous immediately. Grumpy But Gorgeous agrees to inform the Artiste of the cancellation immediately.

i) Cancellation by the Client less than 28 days prior to the engagement will result in a cancellation charge of 50% of the total booking fee made payable to Grumpy But Gorgeous by the Client.
ii) Cancellation by the Client less than 14 days prior to the engagement will result in a cancellation charge of 75% of the total booking fee made payable to Grumpy But Gorgeous by the Client.
iii) Cancellation by the Client less than 7 days prior to the engagement will result in a cancellation charge of 100% of the total booking fee made payable to Grumpy But Gorgeous by the Client.

If the Artiste is able to re-fill a cancelled date then no cancellation fees will be due unless the new date is of a lower value than the cancelled date in which case the Artiste will be entitled to recover from the Client the difference in value, excluding travel costs & expenses.

In the event of a cancellation, the Artiste agrees to make all reasonable attempts to refill the date.

Any payment outstanding from the Client outside of these terms will be referred to our recovery company and will be subject to a surcharge of 15% plus VAT to cover collection costs incurred. This surcharge together with all other charges and legal fees incurred will be the responsibility of the Client and will be legally enforceable. It is the Client’s responsibility to ensure their venue can accommodate the Artiste and cancellation of the Booking or non-performance of the Artiste due to venue restrictions will place the Client liable for cancellation fees as detailed above.

Cancellation by the Artiste:
Cancellation by the Artiste is not allowed for any reason except circumstances covered by ‘Force Majeure’ (see clause 22.)

In the unlikely event that the Artiste cancels the booking, the Artiste agrees to inform Grumpy But Gorgeous immediately. Grumpy But Gorgeous agrees to inform the Client of the cancellation and make all reasonable attempts to find a suitable replacement Artiste of similar standard, style & value, at no extra cost to the Client. Should a suitable replacement not be found, Grumpy But Gorgeous agrees to refund the Client their booking fees already paid in advance.

Should the Artiste cancel a booking under circumstances not covered by ‘Force Majeure’ (see clause 22), the Client may pursue unlimited damages from the Artiste as they see fit.

The Artiste also agrees to pay Grumpy But Gorgeous an administration fee of £50, this must be paid to Grumpy But Gorgeous within 7 working days on cancellation.

The Artiste also agrees to pay any difference between the balance of this Contract and the fees charged by any replacement Artiste arranged for the Client by Grumpy But Gorgeous.

There will be no refund given to the Client against the booking fee already paid, and no ‘administration charge’ will be made to the Artiste if a replacement Artiste of similar value can be arranged by Grumpy But Gorgeous and agreed by the Client. However, should a replacement Artiste charge a much lower fee, the Client will be refunded a proportionate amount of their booking fee. Where possible, the Client and Artiste will be contacted to agree this in advance.

If a replacement Artiste is required last minute and the Client is not happy to accept the replacement Artiste, they must not allow the replacement Artiste to perform any duties. If the replacement Artiste is allowed to perform their full duties, their full fee will be due.

Any payment outstanding from the Artiste outside of these terms will be referred to our recovery company and will be subject to a surcharge of 15% plus VAT to cover collection costs incurred. This surcharge together with all other charges and legal fees incurred will be the responsibility of the Artiste and will be legally enforceable.

9. Late payment of fee
i. Failure by the Client to pay the booking fee within the terms specified will result in Client being in default of Contract. The booking may be cancelled and the Client will be bound by the cancellation clauses in part 8 of these Terms and Conditions.
ii. There is a 1.5% interest charge per month applied to all late payments.

10. Responsibility for incorrect information in the booking
If your booking information is incorrect in any way, then it is your responsibility to inform us of any/all changes. This is not included in the price.

11. Contract to buy
The contract to buy (acquire our service) is complete by us sending you an invoice by email.

12. Complaints
If through their own fault the Artiste is unable to fulfill part of the event schedule or breaks the terms of this Contract and the Client would like to claim a reduction on the Artiste’s fee, a complaint must be made in writing to Grumpy But Gorgeous no more than 30 days after the event. Full payment must still be made to the Artiste as agreed in the Contract. Withholding payment is illegal. Failure to pay the Artiste within the terms of this Contract will incur charges outlined in clause 7 (see above) and may render the Client subject to prosecution. Whilst Grumpy But Gorgeous cannot be held responsible for the actions or failures of either the Client or Artiste, we will make every effort to settle disputes without the need for either party to take legal action against each other. Once the Client has made a written complaint, Grumpy But Gorgeous will contact the Artiste to discuss the complaint and request a written statement detailing their version of events. Grumpy But Gorgeous will act as mediator between Client and Artiste in order to come to an amicable agreement over any refund or expense which may be due. If Grumpy But Gorgeous cannot settle the dispute to the mutual satisfaction of both Client and Artiste, both parties must settle the matter directly via their own legal representatives. Any dispute between the Client and the Artiste based on changes to the Contract/performance that were agreed by both the Client and the Artiste, but not confirmed by Grumpy But Gorgeous in writing, must be settled between the Client and the Artiste directly. Grumpy But Gorgeous will not be able to mediate over these agreements or changes.

13. Changes on the day
Where possible, changes to the Contract schedule, which are unavoidable on the day of the event, should first be discussed & agreed with the Agent. Should this not be possible, changes are to be agreed between the Client and the Artiste prior to performance. Any changes will be subject to these Terms and Conditions.

If changes negotiated between the Client and the Artiste on the day of the event are agreed to incur additional costs to the Client, the Artiste accepts full responsibility for arranging the collection of additional fees and agrees that these fees will be subject to Grumpy But Gorgeous’ standard rate of commission.

14. Delayed event schedules and late finish fees
If due to the late running of or alterations to the event schedule which is no fault of the Artiste, the Artiste is not able to perform their full performance time within the schedule outlined in the Contract, there will be no reduction in the Artiste’s fee.

If the event runs late and the Artiste is asked and agrees to finish later than the finish time in the booking Contract, and the Artiste does not agree an additional surcharge, then the following standard ‘late finish’ fees will be charged:

10% of the total balance due per ½ hour over run, payable on the day of the event by the Client to the Artiste in cash, by BACS or by card over the telephone.

The Artiste has the right to refuse to finish later than the Contracted finish time without penalty.

15. Extended performance fees
If the event schedule is changed on the day and the Artiste is required and agrees to perform for longer than the ‘Performance times’ agreed in the Contract, and no additional surcharge is agreed by the Artiste on the day of the event, the following standard ‘Extended performance fees’ will be charged:

25% of the total balance for every 25% that the originally agreed performance times are extended, payable by the Client to the Agent following the event.

The Artiste has the right to refuse to extend their performance times without penalty.

16. Re-engagement of the Artiste
The Client agrees to negotiate all future Bookings of the Artiste with Grumpy But Gorgeous and not with the Artiste directly, for the period covering the issue date of this Contract until 24 months after the event date on this Contract.

The Artiste agrees not to hand out business cards or any promotional materials bearing their personal telephone number and/or address, or any other contact details other than those of Grumpy But Gorgeous to the Client, their guests, staff, venue or Contractors. If approached, the Artiste must inform the person(s) concerned to contact Grumpy But Gorgeous. Any other action will contravene the terms of this Contract and if you are found to have done this you will cease to be used or employed by Grumpy But Gorgeous.

17. Expenses
If the Client agrees to cover additional expenses incurred by the Artiste (such as taxi’s, food,, hotel, flights etc), the Artiste must provide receipts and an invoice to the Agent within 60 days after the event.

The Client must reimburse all expenses to the Agent within 28 days of invoice.

18. Artiste service guarantee

* The Artiste agrees to provide a performance that is to the best of their ability, and reflects fully the likeness of the company show as known to Grumpy But Gorgeous and as advertised to the Client via promotional materials, profiles, pictures, videos, web page or verbal description etc. The Artiste will make every effort to ensure their party host performance is outstanding, adhere to the Client’s wishes within all reasonableness, be polite and courteous with the Client, their guests and all venue staff and Contractors.
* The Artiste agrees to provide all equipment required to undertake this performance, unless the equipment has been contractually agreed to be provided by the Client or a third party.
* The Artiste agrees that their fee is inclusive of all expenses (except those that have been agreed to by the Client and will be invoiced post the event), including holiday entitlements, travelling expenses to and from the venue, VAT, tax, N.I. etc and covers any payments whatsoever.
* The Artiste will refrain from drinking alcohol before, during and after the performance at all times when the Client or their guests are present.
* The Artiste will not under any circumstances partake of any illegal drug use on the day of the event, or whilst at the event ‘venue’, or whilst in the presence of the Client, their guests, venue staff or other associated suppliers or Artistes.
* The Artiste will not smoke in restricted areas or park their vehicles in restricted areas at the performance venue.
* The Artiste will not display any other conduct deemed anti-social, illegal, nor reflecting badly upon themselves, Grumpy But Gorgeous, or the Client.
* The Artiste at the time of agreeing to this Contract shall not be under any Contract to a third party that might preclude him/her from fulfilling the engagement.
* The Artiste shall be suitably and tidily dressed during their performance except with the consent of the Client or where the wearing other attire is deemed to be a necessary part of their party.
* If the Artiste is not employed by Grumpy But Gorgeous they are responsible for their own accounting and payment of TAX, VAT & National Insurance contributions.

19. Artiste equipment
It is agreed by the Client and the Artiste that the equipment and instruments of the Artiste are not available for use by other performers or persons except by specific permission of the Artiste.

20. Artiste’s wellbeing during the event
If the Artiste requests water, this should be provided at no charge.

21. Responsibility for children and adult supervision
It is Grumpy But Gorgeous policy that entertainers and all staff working for Grumpy But Gorgeous are not permitted to be left alone with any child (or children) at any time. It is therefore the client’s responsibility to ensure, at all times, that the child (or children) are supervised by a responsible adult, other than Grumpy But Gorgeous staff.

22. Force Majeure
In cases of ‘Force Majeure’ (which shall be known as war, fire, death, illness or other capacity certified by a properly qualified medical practitioner, epidemic, accident, civil commotion, national calamity, order of Government or Local Authority having jurisdiction in the matter, changes in law, foreign government policy, act of God), which are not attributable to any act or failure to take preventive action by the Artiste or Client, then the Artiste or Client may cancel this booking without penalty other than loss of payment already made.

23. Grumpy But Gorgeous will provide up to 2 staff members for each party booking. If an additional Artiste is required, the customer agrees to pay an additional £150 per additional party host up to a maximum of 3 additional party hosts in total.

24. Parking charges are to be paid by the Client, should any parking fees or parking arrangements not be arranged by the Client the Artise has the right to refuse service and the client will be subject to clause 5 and the client will remain liable for the full balance of the party.