



# OUR TERMS OF BUSINESS

## 1. DEFINITIONS

1.1 When words with capital letters are used in these Terms, they will have the meaning given to them under the Booking Details noted on the booking form, or the meaning given to them below:

- (a) Additional Services: any additional services which Jolly Good Fun may agree to provide to You;
  - (b) Booking: Your order for the Services as set out on the Booking Form;
  - (c) Booking Period: The difference in days between the Delivery Date and the Collection Date (Delivery Date and Collection Date to be included in the calculation) as set out in the Booking Form;
  - (d) Collection Date: The last date of the booking period unless agreed otherwise in writing by Jolly Good Fun.
  - (e) Delivery Date: The first date of the booking period unless agreed otherwise in writing by Jolly Good Fun.
  - (f) Deposit: the amount payable by You on signing this Booking;
  - (g) Design Services: promotional artwork or literature, designed by Jolly Good Fun to be used at the event which may be more fully detailed on Schedule 2;
  - (h) Event Outside Our Control: is defined in clause 13.2;
  - (i) Guest: users of the Services as set in the Booking Form;
  - (j) Jolly Good Fun: Jolly Good Fun LTD, a company registered in England and Wales whose Company Number is 08468449 and whose registered office is at Unit 12 Bredhurst Business Park, Westfield Sole Road, Boxley, Kent, ME14 3EH;
  - (k) Operational Duration: the time during which the Attractions will be available for use by Guests at the Venue being the difference between the Total Duration and the Set-up Duration;
  - (l) Live Time: the same as Operational Duration;
  - (m) Operating Instructions: instructions supplied by Jolly Good Fun as guidance on how to operate the Attractions;
  - (n) Attractions: The products/services Jolly Good Fun provides as part of your Booking and all other equipment used and/or ordered, in the course of providing the Services. For the avoidance of doubt, where the plural (Attractions) is used, the same meaning will apply if there is only one Attraction being provided under the booking;
  - (o) Representative: an employee, agent or contractor;
  - (p) Services: either of:
    - (1) the provision of (a) Photo Booth(s) the consumables, whereby the Customer has complete control of the equipment without the need for a representative of Just Pose;
- or
- (2) the provision of (a) Photo Booth(s), the consumables and the provision of Representatives to set up and operate the Photo Booth for the Contracted Hours that Just Pose are providing to You as set out in the Booking Form;
- as agreed by the parties in the Booking Form.
- (q) Set-Up Duration: the time during which the Attractions and equipment is unloaded and made ready for use at the Venue and dismantled following the Operational Duration, for which 1hrs hours are usually allowed per attraction;
  - (r) Total Duration: the total time that the Attractions and Our Representatives are on site at the Venue, including the Set-Up Duration;
  - (s) Total Price: the full sum payable by You for the Services provided as set out in the Booking Form, including the deposit
  - (t) Venue: the place where the Attractions are to be provided;
  - (u) Attraction's Requirements: the physical requirements of the Venue are to be rendered as set out in relevant schedule which must be present for the Services to be rendered at the Venue;
  - (v) Schedule: An attached document to accompany and/or further define a clause within the agreement.
  - (w) You/Your: the person or firm who purchases Services from Jolly Good Fun;
  - (x) We/Our/Us: Jolly Good Fun

1.2 The words "writing" or "written" in these Terms will include e-mail unless Just Pose says otherwise.

## 2. OUR CONTRACT WITH YOU

- 2.1 These are the terms and conditions on which Jolly Good Fun will supply Services to You.
- 2.2 By signing You are confirming that You have read these Terms, and that the details on the Booking and in these Terms are complete and accurate. If You think that there is a mistake or You require any changes, please contact Jolly Good Fun to discuss. We will confirm any changes to avoid any confusion between You and Jolly Good Fun.
- 2.3 These Terms will become binding on You and Jolly Good Fun following the earlier of:
- (a) Your signature of these terms and conditions and where Jolly Good Fun sends in writing Confirmation of your booking;

or

- (b) where a payment has been received from you in respect of this booking and services are delivered by Us in respect of this booking.

at which point a contract will come into existence between You and Jolly Good Fun.

2.4 Until at least a deposit payment has been received by Jolly Good Fun in respect of your booking, Jolly Good Fun are under no obligation to reserve or offer any guarantee that the Services are available for the Booking Period, until such time as confirmation of the Booking has been confirmed to You in writing.

2.5 The Booking constitutes the entire agreement between the parties. You acknowledge that You have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Us which is not set out in the Booking.

2.6 If any of these Terms conflict with any term of the Booking, the Booking will take priority.

2.7 A Booking Reference will be assigned to Your Booking. Please quote the booking number in all subsequent correspondence with Jolly Good Fun relating to the Booking.

## 3. CHANGES TO BOOKING OR TERMS

3.1 Jolly Good Fun may revise these Terms or change the Booking from time to time in the following circumstances:

- (a) Where You wish us to undertake any additional services that may be agreed in writing between You and Jolly Good Fun;
- (b) Where any additional services are requested then the costs will be invoiced separately and confirmation of the additional services requested will be sent in writing to You. In the Event any additional services are requested the request should be made in writing to Jolly Good Fun, these terms and conditions will apply to any additional service booked by You, except as may be modified in any written communication by Jolly Good Fun;
- (c) A change in relevant laws and regulatory requirements;
- (d) Jolly Good Fun reasonably amends the Attraction's Requirements set out in relevant schedule.

3.2 Jolly Good Fun will give You written notice of any changes to these Terms before they take effect.

3.3 If You wish to cancel a Booking before it has been fulfilled, please see Your rights to do so and fee for doing so set out in clause 9.

## 4. PROVIDING DESIGN SERVICES

4.1 Where Jolly Good Fun provides You with Design Services, where time permits We will provide You with a proof of any artwork before it is finalised. It is Your responsibility to review and check the accuracy of any details including spellings, names and dates on any and all revisions of such artwork.

4.2 Unless agreed with Jolly Good Fun in writing, no more than 3 revisions shall be made to any one piece of artwork. In the event that further revisions are required, an additional charge will apply, which Jolly Good Fun will quote before carrying out such further revisions.

## 5. PROVIDING ATTRACTIONS

5.1 Jolly Good Fun will supply the agreed Services to You for the Booking Period on the Start Date, or, if You amend the Booking on terms which are agreed in writing by Jolly Good Fun, at another date confirmed between Jolly Good Fun and You.

5.2 Jolly Good Fun will make every effort to perform the Services for the Booking Period. However, there may be delays due to an Event Outside Our Control. If this is the case then Jolly Good Fun will not be liable for any loss suffered by You as set out in clause 13.

5.3 We need you to confirm that the place where the Services are to be operated are suitable. These are called the Attraction's Requirements and are listed on the relevant Schedule.

5.4 If it is found on Start Date that any of the Attraction's Requirements have not been met then Jolly Good Fun may make an additional charge of a reasonable sum to cover any extra work that is required, or, at the option of Jolly Good Fun, may suspend or cancel the Booking. In these circumstances you will be charged the Cancellation Fee set out in clause 9. Jolly Good Fun will not be liable for any delay or non-performance where the Attraction's Requirements have not been met. If any extra work is undertaken then these Terms and Conditions will apply to that extra work.

5.5 Jolly Good Fun may have to suspend the Attractions if Jolly Good Fun has to deal with technical problems, or to deal with any Additional Services agreed between you and Jolly Good Fun.

## 6. CONDUCT OF THE SERVICES

6.1 Unless agreed in writing by Jolly Good Fun, Jolly Good Fun will conduct the Services on the following: The Representatives will set up the Attractions and dismantle the Attractions at the Venue.

6.2 The Representative will operate the Attractions during the Operational Duration. The Attractions will be operated at the Venue by the Representatives of Jolly Good Fun. No person other than a Representative is permitted to operate the Attractions without the prior written agreement of Jolly Good Fun.

6.3 You will ensure that all Guests at the Event comply with the reasonable requirements or instructions of the Representatives of Jolly Good Fun in carrying out their duties. You acknowledge that if any of the Guests at the Venue do not comply with the reasonable requirements or instructions of the Representatives of Jolly Good Fun, that Jolly Good Fun may suspend or cancel

the Services, but that You will be required to pay the full amount and will not be entitled to any refund.

6.4 You will ensure that if you are unhappy with the conduct of the Services at the Event, You will inform the Representatives of Jolly Good Fun promptly so that they can undertake reasonable actions to rectify these problems.

6.5 Jolly Good Fun and its Representatives will take instructions from persons with the ostensible authority to provide those instructions.

6.6 If any of your Guests at the Event fail to comply with the reasonable instructions of the Representatives of Jolly Good Fun and as a result any of the equipment or the Attractions are damaged, you will be liable for the costs of that damage.

6.7 If you are a consumer and you are not a business, then you may have legal rights in relation to Services not carried out with reasonable skill and care. Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

## 7. ADDITIONAL HOURS AND WAITING

7.1 If You require the Services for a longer period than the Booking Period, a fee shall be charged, any request must be confirmed in writing. Jolly Good Fun may agree or refuse the request for any period in addition to the Booking Period at its sole discretion.

7.2 If Jolly Good Fun agrees to increase the Booking Period, Jolly Good Fun will quote for this service at the time of the request and if accepted will perform the Services for the additional period, on these Terms and Conditions.

7.3 Payment for the additional Booking Period will be invoiced within 7 days of your event and Jolly Good Fun may require for the additional services to be paid for at the time the request is made and agreed in writing by Jolly Good Fun.

7.4 Although You are required to ensure that Jolly Good Fun has access to the venue not less than 2 hours before the stipulated time, the Set-Up Duration is normally less than an hour and the payment for the one hour prior to the Operational Duration is included in the price stated. If however You require the set-up to occur more than one hour before the Operational Duration, then any time in addition to one hour prior to the Start Time will be charged for as though Jolly Good Fun were providing the Services, whether or not they are being provided.

7.5 You will be liable to pay for the full amount of time on the Booking, whether or not your Guests use all or part of the Services.

7.6 If Jolly Good Fun is unable to pack up and remove the equipment after the Operational Duration or is impeded from leaving You will be liable for the additional time for which Jolly Good Fun or its Representatives are detained. The cost will reflect any costs incurred as a result of the delay and the invoice will be sent to You within 7 days of the Date of the Event.

## 8. DEPOSIT

8.1 The Deposit (if required) shall be paid by You on the signature of these terms and conditions.

8.2 The Deposit will be deducted from the balance of the price payable for the Services.

## 9. YOUR OBLIGATIONS

9.1 You shall:

(a) ensure that the terms of the Booking are complete and accurate;

(b) co-operate with Jolly Good Fun in all matters relating to the Services;

(c) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;

(d) provide Jolly Good Fun with such information and materials as Jolly Good Fun may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;

(e) keep and maintain all materials, equipment, documents and other property of Jolly Good Fun which is in Your possession in safe custody at Your own risk, including maintaining the Attractions and any other materials supplied by Jolly Good Fun to you, in good condition until returned to Jolly Good Fun, and not dispose of or use the Attractions or other materials other than in accordance with the Operating Instructions issued by Jolly Good Fun;

(f) to assume all responsibility and indemnify Jolly Good Fun for any incident, accident or damage which is incurred or arises during the Booking Period where by a representative of Jolly Good Fun is not present to operate the Attractions;

(g) to ensure that the equipment is operated and transported in line with all Health and Safety laws and any other relevant laws that may be necessarily be required to comply with the operation of such equipment by law.

9.2 In the event that any of the equipment supplied by Jolly Good Fun becomes, lost, damaged, destroyed or stolen while in possession of the equipment You will be liable for the cost of replacing or repairing the equipment and any loss of revenue occurred due to the loss or damage of the equipment.

## 10. PRICE AND PAYMENT

10.1 The Total Price of the Services for the Booking Period is set out above. Our prices may change at any time, but price changes will not affect any Bookings that Jolly Good Fun has confirmed with You, any additional services requested after your initial Booking will be subject to any price changes in the event a price change has occurred.

10.2 These prices exclude VAT, unless we have stated on your booking form otherwise. However, if the rate of VAT changes between the date of the Booking and the date of delivery or performance, Jolly Good Fun will adjust the rate of VAT that You pay, unless You have already paid for the Services in full before the change in the rate of VAT takes effect,

10.3 Jolly Good Fun requires payment of the balance due, after accounting for the Deposit, to be paid not less than 30 days prior to the Delivery Date.

10.4 If this agreement is entered into less than 30 days prior to the Delivery Date, then unless otherwise agreed in writing by Jolly Good Fun, full amount will be due on signature. Jolly Good Fun reserves the right not to confirm the booking without payment.

10.5 You shall pay each invoice submitted by Jolly Good Fun:

(a) within 7 days of the date of the invoice (unless agreed otherwise in writing); and

(b) in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence.

10.6 If any payment due for the Services is not received in accordance with clauses 10.3 - 10.5 then you shall pay interest on the overdue amount at the rate of eight per cent (8%) per annum above Barclays Bank plc base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with any overdue amount.

10.7 You shall pay all amounts due, in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Jolly Good Fun may at any time, without limiting its other rights or remedies, set off any amount owing to it by You against any amount payable by Jolly Good Fun to You.

10.8 Without limiting its other rights or remedies, Jolly Good Fun may suspend provision of the Services under the Booking or any other booking between You and Jolly Good Fun, if You fail to pay any amount due under this Booking on the due date for payment. Jolly Good Fun reserves the right to suspend any of the services provided including withholding any images and can refuse any future bookings if any invoice remains unpaid under this clause 10 and shall not be liable for any damages or costs occasioned by its cancellation of this contract following Your failure to pay any amount on due date.

10.9 In the event Jolly Good Fun suspends provision of the Services in accordance with clause 10.8, Jolly Good Fun reserves the right to cancel all future bookings which will be subject to the terms set out below in clause 11.

10.10 Jolly Good Fun may require Your credit card details, which You agree may be stored by Jolly Good Fun and used to pay any amounts which may be due to Jolly Good Fun under the terms of this Agreement.

## 11. CANCELLATION CHARGES

11.1 You acknowledge that in fulfilling either of the requirements under clause 2.3 (a) or 2.3(b) You are agreeing to the Services being operated for the Booking Period. Following receipt of our booking confirmation in accordance with clause 2.4, Jolly Good Fun will ensure, subject to clause 11 that the Services are operated for the Booking Period. Jolly Good Fun will refuse any other Booking for this date that may interfere with its ability to provide the Services to You. In consideration for Jolly Good Fun refusing to take any Booking that could conflict with its arrangements with You, it operates a tiered cancellation policy as follows:

(a) If a Booking is confirmed less than 7 days prior to the Start Date, then You may not cancel the Booking and the full amount will be due;

(b) If a Booking is confirmed more than 30 Days prior to the Start Date, but You cancel it within 30 days of the Booking Period then the deposit will be refunded and no charge will be made;

(c) If You cancel the Booking after 30 days of confirmation, but more than 6 months prior to the Start Date, then You will have to pay 10% of the Total Price for the Services;

(d) If You cancel the Booking after 30 days of confirmation, but between 151 – 180 days before the Start Date then You will have to pay 40% of the Total Price for the Services;

(e) If You cancel the Booking after 30 days of confirmation, but between 121 – 150 days before the Start Date then You will have to pay 50% of the Total Price for the Services;

(f) If You cancel the Booking after 30 days of confirmation, but between 91 – 120 days before the Start Date then You will have to pay 60% of the Total Price for the Services;

(g) If You cancel the Booking after 30 days of confirmation, but between 61 – 90 days before the Start Date then You will have to pay 70% of the Total Price for the Services;

(h) If You cancel the Booking after 30 days of confirmation, but between 31 – 60 days before the Start Date then You will have to pay 80% of the Total Price for the Services;

(i) If You cancel the Booking after 30 days of confirmation, but less than 30 days before the Start Date then You will have to pay 100% of the Total Price for the Services.

11.2 You should notify Jolly Good Fun immediately, in writing (including email) if You wish to cancel a Booking. Jolly Good Fun shall confirm receipt of Your cancellation in writing and any amount due to Jolly Good Fun in terms of clause 10.3 above shall become immediately due and payable.

11.3 For the avoidance of doubt the date of cancellation shall be the date on which Jolly Good Fun advises You that it has received Your written cancellation or Jolly Good Fun informs you of non payment under clause 10.4 and Jolly Good Fun advises You in writing that they will enforcing their right under clause 10.8, provided that Jolly Good Fun undertakes to provide such confirmation no later than the following working day after the cancellation has been received by Jolly Good Fun from You. In the event of any disagreement as to the date on which the cancellation notice took effect or the charges for the cancellation, the calculation by Jolly Good Fun shall be final and binding, except if it is manifestly wrong.

11.4 Unless agreed otherwise in writing by Jolly Good Fun, any rescheduling of a the Date of the Event to a different date shall be deemed to be a cancellation under this clause 11, to which the cancellation fees in clause 11.1 shall apply, and the rescheduled Date shall form the subject of a new Booking.

11.5 Where cancellation fees in 11.1 apply Jolly Good Fun shall be entitled to retain the Deposit as payment towards those fees and to invoice the balance due by You. You agree to pay any invoice received by You in respect of any cancellation fees within 7 days of the date of Invoice, any amounts remaining unpaid after this period Jolly Good Fun will charge interest on the remainder of the fees in line with clause 10.5.

## 12. OUR LIABILITY TO YOU

12.1 If Jolly Good Fun fails to comply with these Terms, Jolly Good Fun will be responsible for monetary loss or damage You suffer that is a foreseeable result of a breach of the Terms or the negligence of Jolly Good Fun. Jolly Good Fun is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of the breach or if they were contemplated by You and Jolly Good Fun at the time we entered into this contract.

12.2 Jolly Good Fun will make good any damage to Your property caused by Jolly Good Fun in the course of providing the Services, providing that the Attraction's Requirements have been met.

However, Jolly Good Fun is not responsible for the cost of repairing any faults or damage which are a direct or indirect result of You failing to comply with any the Attraction's Requirements or of You or Your Guests failing to comply with the reasonable instructions of the Jolly Good Fun Representatives.

12.3 Jolly Good Fun has no liability to You for any errors, omissions or other incorrect details contained in artwork produced as part of Our Design Services.

12.4 Jolly Good Fun provides a service to entertain and commemorate your event and aims to ensure that any photographs produced by our attractions are of a reasonable quality however Jolly Good Fun makes no guarantee regarding the quality of the photographs.

12.5 Jolly Good Fun has no liability to You under any circumstances for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12.6 Jolly Good Fun's total liability to You for any breach of contract will be limited to the Total Price paid by You for the Services.

12.7 Jolly Good Fun will not be liable for unauthorised persons using the Services.

12.8 Jolly Good Fun does not exclude or limit its liability for:

- (a) death or personal injury caused by the negligence of Jolly Good Fun or its employees, agents or subcontractors;
  - (b) fraud or fraudulent misrepresentation;
  - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
  - (d) defective products under the Consumer Protection Act 1987.
- 12.9 Subject to clause 12.8, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- (a) any loss of profits, sales, business, or revenue;
  - (b) loss or corruption of data, information or software including loss to a third party;
  - (c) loss of business opportunity;
  - (d) loss of anticipated savings;
  - (e) loss of goodwill; or
  - (f) any indirect or consequential loss.

12.10 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

12.11 This clause 12 shall survive termination of the Contract.

### 13. EVENTS OUTSIDE THE CONTROL OF JOLLY GOOD FUN

13.1 Jolly Good Fun will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under these Terms that is caused by an Event Outside Our Control.

13.2 An Event Outside Our Control means any act or event beyond the reasonable control of Jolly Good Fun, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

13.3 Jolly Good Fun may have to cancel or delay a Booking before or on the Start Date due to an Event Outside Our Control or the sudden unavailability of key personnel or key materials. Jolly Good Fun will promptly contact You if this happens.

13.4 If Jolly Good Fun is unable to perform the Services on the Start Date due to any issue referred to in clause 13.3 but following rectification of this issue and confirmation from You that you wish the Services to be operated for the remainder of the Booking Period, Jolly Good Fun shall perform the Services for the remainder of the Booking Period and invoice You only for the Period which the Services were provided.

13.5 If Jolly Good Fun has to cancel a Booking under clause 13.3 and You have made any payment in advance for Services that have not been provided to You, Jolly Good Fun will refund these amounts to You.

13.6 If Jolly Good Fun has cancelled a Booking part way through the performance of the Services as a result of An Event Outside Our Control, it will refund to You a reasonable proportion of the Total Price for the Services.

### 14. WET & ADVERSE WEATHER

14.1 This section only applies to You if you have booked Attractions which will be positioned outdoors and your booking form specifically states that these clauses (together known as the 'Wet & Adverse Weather section') applies.

14.2 Jolly Good Fun often provides Services to events taking place outdoors, in the event of Wet and or Adverse weather conditions it may be unsafe to setup, operate (and/or continue operating), or pack down Attractions, which you've booked.

14.3 In the event of forecasted Wet or Adverse weather, where Jolly Good Fun agrees that any of the instances listed under 14.2 may occur, You will be able to Cancel any Attractions which would be Effected by that Bad weather ('Effected Attractions') without paying the a cancellation fee as per 11.1, subject to the following:

- (a) You will notify Us by telephone of your wish to cancel any or all of the attractions booked due to the adverse weather, no later than 24 hours before the delivery time, unless otherwise agreed in writing.
- (b) If Jolly Good Fun accepts your request to cancel 'Effected Attractions' under this Wet & Adverse Weather section, we will confirm this in writing. Without written acceptance, You should assume your request has not been accepted.
- (c) Jolly Good Fun reserves the right to decline your request if we reasonably believe it will be safe to operate the attractions for all or part of the Operational Duration booked and We reserve the right to delay the acceptance of your request up until 2 hours before delivery.
- (d) Where a request to cancel any Effected Attraction is accepted, no refund for any monies paid will be given. Instead a credit note for the full amount paid for the Effected Attractions, minus reasonable deductions for any expenses by Us, will issued.

(e) This credit note will be available to spend with Jolly Good Fun on a new booking which takes place within 12 months of the Delivery Date.

(f) If your cancellation request is accepted, you shall be released from any further obligation to pay for any Effected Attraction.

14.4 For the avoidance of doubt, where a request to cancel is not made, We arrive to the Venue in order to deliver the Attractions but Wet and/or Adverse weather prevents the set up and/ or operation of Attractions, no refund or credit notes will be given and You shall have no right to cancellation under the Wet & Adverse Weather section.

### 15. INTELLECTUAL PROPERTY

15.1 The Intellectual Property in all work provided as part of the Design Services and of the images taken in the Attractions and during the event will at all times remain the property of Jolly Good Fun and may be used by Jolly Good Fun at its discretion including the sale of photographs to Guests after the event.

### 16. INFORMATION ABOUT US AND HOW TO CONTACT US

16.1 We are a company registered in England and Wales. Our registered office is at Unit 12 Bredhurst Busines Park, Westfield Sole Road, Boxley, Kent, ME14 3EH. Our registered VAT number is 157951867.

16.2 If You have any questions or if You have any complaints, please contact Jolly Good Fun. You can contact Jolly Good Fun by telephoning 0207 112 8962 or 01322 250 350 or by e-mailing Jolly Good Fun at pose@just-pose.com

16.3 If You wish to contact Jolly Good Fun in writing, or if any clause in these Terms requires You to give Jolly Good Fun notice in writing (for example, to cancel the contract), You can send this to Jolly Good Fun by e-mail to email address pose@just-pose.com or by pre-paid post to the registered office as outlined above. We will confirm receipt of this by contacting You in writing. If Jolly Good Fun has to contact You or give You notice in writing, Jolly Good Fun will do so by e-mail or by pre-paid post to the address You provide to Jolly Good Fun in the Booking.

### 17. HOW WE MAY USE YOUR PERSONAL INFORMATION

17.1 We will use the personal information You provide to Jolly Good Fun to:

- (a) provide the Services;
- (b) process Your payment for such Services; and
- (c) inform You about similar products or services that Jolly Good Fun provides, but You may stop receiving these at any time by contacting Jolly Good Fun.

17.2 We will not give Your personal data to any third party, other than for any purpose required for Jolly Good Fun to provide any of the Services required in this agreement.

### 18. OTHER IMPORTANT TERMS

18.1 Jolly Good Fun may transfer its rights and obligations under these Terms to another organisation, and Jolly Good Fun will always notify You in writing if this happens, but this will not affect Your rights or the obligations of Jolly Good Fun under these Terms.

18.2 You may only transfer Your rights or Your obligations under these Terms to another person if Jolly Good Fun agrees in writing.

18.3 This contract is between You and Jolly Good Fun. No other person shall have any rights to enforce any of its terms.

18.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful and/or cannot be enforced, the remaining paragraphs will remain in full force and effect.

18.5 If Jolly Good Fun fails to insist that You perform any of Your obligations under these Terms, or if Jolly Good Fun does not enforce its rights against You, or if Jolly Good Fun delays in doing so, that will not mean that Jolly Good Fun has waived its rights against You and will not mean that You do not have to comply with those obligations. If Jolly Good Fun does waive a default by You, Jolly Good Fun will only do so in writing, and that will not mean that Jolly Good Fun will automatically waive any later default by You.

18.6 These Terms are governed by English law. You and Jolly Good Fun both agree to submit to the non-exclusive jurisdiction of the English courts. However, if You are a resident of Northern Ireland You may also bring proceedings in Northern Ireland, and if You are a resident of Scotland, You may also bring proceedings in Scotland.

18.7 A waiver of any right under this Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

### 19. SEVERANCE

19.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

### 20. ENTIRE AGREEMENT

20.1 This agreement and the documents annexed to it constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and existing agreements between them relating to their subject matter.

20.2 Each party acknowledges that in entering into this agreement and any documents annexed to it, it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently).

20.3 Nothing in this clause shall limit or exclude any liability for fraud.