

BACKGROUND:

These Terms and Conditions are the standard terms which apply to the hire of camels and the provision of performances by Joseph's Amazing Camels Limited ("**We**"/"**Us**"/"**Our**"), a company incorporated in England and Wales with company number 03978631, whose registered office is at The Old Farmhouse, White House Farm, Idlicote, Warwickshire, CV36 to a Business Client (and not to a "Consumer" as defined by the Consumer Rights Act 2015 or other consumer protection legislation).

1. Definitions and Interpretation

1.1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Booking"	means a booking contract (made as set out in these Terms and Conditions) for an Event;
"Booking Form"	means the booking form made available by Us to You containing details of the Performance and the Event;
"Business"	means any business, trade, craft, or profession carried on by You or any other person/organisation;
"Business Client"	means any person who books a Performance wholly or mainly for the purposes of any Business and who is referred to in the Booking Form as "Client";
"Business Day"	means Monday to Friday inclusive, excluding bank and public holidays in England;
"Data Protection Legislation"	means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended;
"Deposit"	means the non-refundable deposit amount stated in the Booking Form which is required to secure the Booking;
"Event"	means any event arranged by You taking place at the Venue at which We provide the Performance as a part of the whole event;
"Fees"	means the total amount including any VAT due thereon payable for the Performance, to include all expenses;
"Performance"	the performance featuring camels and associated riders, commentators and handlers to be provided by Us to You as more particularly set out in the Booking Form;
"Venue"	means the venue for the Event identified in the Booking Form, at which We are to provide the Performance; and
"You/Your"	means the person to whom We agree to provide the Performance.

- 1.2. Unless the context otherwise requires, each reference in these Terms and Conditions to:
 - 1.2.1. "these Terms and Conditions" is a reference to these Terms and Conditions; and
 - 1.2.2.a Clause or sub-Clause is a reference to a Clause of these Terms and Conditions;
- 1.3. The headings used in these Terms and Conditions are for convenience only and shall not affect the interpretation of these Terms and Conditions;
- 1.4. Words signifying the singular number shall include the plural and vice versa;
- 1.5. References to any gender shall include the other gender;
- 1.6. References to persons shall include corporations; and
- 1.7. References to "writing", and any similar expression, includes letter by post or hand, and electronic communications whether sent by e-mail, fax, text message, or other means.

2. Booking Procedure

- 2.1. We will not reserve or guarantee any particular time/date slot to provide the Performance nor will We provide any Performance unless and until You make a Booking and pay for it as follows.
- 2.2. You may make a booking enquiry by phone or in writing or completing the enquiry form on Our website outlining the Performance required and the date and place of the Event concerned. When We receive Your enquiry, We will respond to let You know provisionally whether We are able to provide the Performance that You require on the date, at the time, and at the place required, We will also advise You of the Fees payable based on the information You have given Us, and We will ask you to complete the Booking Form.
- 2.3. If You would then like to proceed to make a Booking, You must within 5 Business Days after We have responded to Your enquiry, fully complete and return/submit the Booking Form to Us and also pay Us the Deposit when you return/submit the completed Booking Form to Us.
- 2.4. You are responsible for making sure that the information on the Booking Form is accurate and complete. If You provide Us with inaccurate or incomplete information, We will not be liable for any delay, non-performance or incorrect performance caused by Your failure to provide us with accurate and complete information.
- 2.5. If You communicate any matter or detail to Us other than in the Booking Form, it will not have any effect or form part of the Booking contract between Us and You, whether or not You communicate that matter or detail in the enquiry form on Our website or in Your enquiry by phone or in person or in writing, unless We specifically agree in writing that it will apply to the Booking.
- 2.6. By completing and returning/submitting the Booking Form to Us, You confirm that You accept, and agree to be bound by, these Terms and Conditions.
- 2.7. Your return/submission of a Booking Form to Us, and Your payment of the Deposit (and balance of Fees where sub-Clause 4.1 also requires the balance to be paid) will be an offer to make a Booking on these Terms and Conditions for the particular Performance and Event as detailed in the Booking Form.
- 2.8. We may in Our discretion accept Your offer even if the time when You return the completed Booking Form and pay the Deposit is later

- 2.9. than the end of the 5 Business Days referred to in sub-Clause 2.3. Only if and when You submit to Us Your Booking Form and pay the Deposit (and balance of Fees if sub-Clause 4.1 requires it) and We have responded by countersigning the Booking Form and sending it back to you, will there be a "Booking" and only then will there be a binding contract between You and Us.

3. Changes to Booking Details

- 3.1. You may request changes to your Booking at any time before the Event. We will endeavour to accommodate any requested change, but We shall be under no obligation to do so. If We do make a change requested by You, We shall be entitled to amend the Fees as a result of the change, and will notify You of any such amendment to Fees within 5 Business Days of receiving the request to make the change. After that notification:
 - 3.1.1. If You accept the amended Fees, You may confirm the change and the amended Fees to Us in writing; or
 - 3.1.2. If You are not willing to accept the amended Fees, You may confirm to Us in writing either that You wish to:
 - 3.1.2.1. be provided with the Performance at the original Fees agreed and without the requested change; or
 - 3.1.2.2. cancel Your Booking on and subject to the cancellation provisions in these Terms and Conditions.
- 3.2. If You do not let us have any of the above confirmations within 5 Business Days after We notify You of the amendment to Fees, the Booking shall remain unchanged and We will provide the Performance at the original Fees agreed and without the requested change.

4. Fees and Payment

- 4.1. After You have paid Us the Deposit, You must, unless otherwise agreed with Us in writing, pay Us the balance of the Fees in full and cleared funds by no later than 7 calendar days before the Event, but if the Booking is made less than 7 calendar days before the Event, You must instead pay us the balance of the Fees with the Deposit when You return/submit your completed Booking Form to Us. We will issue a VAT invoice for the Fees plus the applicable VAT thereon against which invoice You are to pay the Fees and VAT.
- 4.2. You must pay the Fees for the Performance that We fully and correctly provide to You.
- 4.3. Unless otherwise agreed with us in writing, You must pay Us the Fees for the Performance by bank transfer into Our nominated bank account.

5. Cancellation of the Performance

- 5.1. If, at any time after You pay Us all Fees in advance for the Performance, You cancel the Booking without giving Us the prior notice that We require to be given as follows, We will be entitled to keep some or all of those Fees as follows.
- 5.2. You may cancel the Booking without charge if You give Us at least 12 weeks' prior notice of the cancellation. If You do so, We will retain the Deposit but refund to You any other sum(s) You paid in advance.
- 5.3. If You give Us prior notice to cancel the Booking but do not give Us at least 12 weeks' notice of cancellation of the Booking, We will be entitled to charge You for any net financial loss that We suffer due as a result of Your cancellation. For the purpose of this sub-Clause 5.3, Our net financial loss will include any loss arising from Our

declining a third party booking We could have accepted but for Our acceptance of Your Booking. However, the cancellation charge will be limited to an amount equal to:

- 5.3.1.100% of the total Fees for the Performance where that prior notice is less than 4 weeks; or
- 5.3.2.75% of the total Fees for the Performance where that prior notice is not less than 4 weeks but is less than 12 weeks.

We will be entitled to deduct that charge from any sum(s) You paid in advance for the Performance, and We shall refund any balance to You. Where the charge under this sub-Clause exceeds any such sum(s) paid in advance, You will be liable to pay Us the difference within 7 days after You give Us prior notice to cancel the Booking.

- 5.4. We may cancel a Booking at any time before the time and date booked for the Performance in the following circumstances:
 - 5.4.1.A Force Majeure Event (as defined in Clause 8 below); or
 - 5.4.2.You have not paid all of the Fees due and payable by that time. In that case, You will remain liable to Us as if, and to the same extent as You would be liable, if You had cancelled the Booking under sub-Clause 5.3 at the time We cancel under this sub-Clause 5.4.2.

If We cancel the Performance in such circumstances We will have no liability.

- 5.5. We may immediately terminate provision of the Performance if any act or omission or conduct of any person at the Event in Our reasonable opinion renders it unreasonable for the provision of the Performance to continue or it amounts to Your breach of these Terms and Conditions. You will not be entitled to any refund of all or part of the Fees for the provision of the Performance not completed as a result in such a case.

6. Further Details of Our Obligations and Rights Relating to the Performance

- 6.1. The following will apply to each Booking in addition to all details set out in these Terms and Conditions and in the Booking Form.
- 6.2. We will provide the Performance:
 - 6.2.1.with reasonable skill and care;
 - 6.2.2.in accordance with all applicable statutory and regulatory requirements; and
 - 6.2.3.in accordance with the description of the particular the Performance required as set out in the Booking Form.
 - 6.2.4.We will ensure that We are covered by public liability insurance cover for the provision of the Performance.
- 6.3. We will only make the Performance available to a "Business Client" (as defined in Clause 1 above), and Your completion of a Booking Form will be deemed to be Your confirmation that You are a "Business Client".

7. Your Obligations

- 7.1. You must ensure that:
 - 7.1.1.The Venue is safe, of sufficient size, and otherwise suitable for Us to provide the Performance, and has adequate security and supervision.
 - 7.1.2.You have any necessary licences, permits and consents.
 - 7.1.3.The Venue is available for Us to provide the Performance on the date and time of the Event as set out in the Booking Form and that the Venue is ready for Us to set up at the agreed set up time;
 - 7.1.4.The Venue complies with any specific requirements set out in the Booking Form.
 - 7.1.5.You are present from the Arrival Time stated in the Booking Form until We have completed the Performance.
 - 7.1.6.Neither You nor any other person attending the Event gains access to, uses, or interfere with any equipment belonging to Us without Our express permission. You cannot assume that permission will be given to You or any such person to use any such equipment for any aspect of the Event or other purpose.
- 7.2. If You or any other person at the Venue negligently causes damage to equipment or other property belonging to Us, You must reimburse Us for the cost of repairing/replacing the equipment.

8. Events Beyond Our Reasonable Control

- 8.1. We will not be liable for any failure or delay in performing Our obligations under the contract resulting from a Force Majeure Event.
- 8.2. For the purposes of these Terms and Conditions, "**Force Majeure Event**" means any circumstance not within Our reasonable control including:
 - 8.2.1.acts of God, flood, drought, earthquake or other natural disaster;
 - 8.2.2.epidemic or pandemic;
 - 8.2.3.terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
 - 8.2.4.nuclear, chemical or biological contamination or sonic boom;
 - 8.2.5.any law or any action taken by a government or public authority;
 - 8.2.6.obstruction of highways, mechanical breakdown or traffic congestion;
 - 8.2.7.collapse of buildings, fire, explosion or accident;
 - 8.2.8.any labour or trade dispute, strikes, industrial action or lockouts; and
 - 8.2.9.interruption or failure of utility service.
- 8.3. If a Force Majeure Event occurs, We will try to inform You as soon as is reasonably possible, Our obligations will be suspended when the Force Majeure Event occurs and any time limits that We are bound by will be extended accordingly. We will inform You when that event is over and may suggest an alternative date and time when We can make the Performance available.

9. Limitation of Liability

- 9.1. Nothing in these Terms and Conditions is intended to or will exclude or limit Our liability to You for:
 - 9.1.1.death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or
 - 9.1.2.fraud or fraudulent misrepresentation.
- 9.2. Subject to and except for any liability within sub-Clause 9.1, We shall not be liable whether in contract, tort (including negligence) or for breach of statutory duty, or in any other way for any of the following:
 - 9.2.1.direct, special, indirect or consequential loss, damage, cost, expense or other claim of any of the following types, whether it is actual or anticipated: income, sales, revenue, business, business opportunity, business interruption,

profit, contracts, savings, publicity, advertising, reputation, goodwill, management time, or wasted expenditure; or

- 9.2.2.special, indirect or consequential loss, damage, cost, expense or other claim which is not within sub-Clause 9.2.1.

- 9.3. Subject to and except for any liability within sub-Clause 9.1, and without prejudice to the exclusions of liability under sub-Clause 9.2, where we are liable to You for any amount(s), Our maximum liability to You whether in contract, tort (including negligence) or for breach of statutory duty or in any other way shall not in any circumstances exceed in aggregate for any and all (negligent or other) acts or omissions in connection with the contract an amount equal to the total Fees payable and/or paid for the Booking.

- 9.4. We will not be liable for any failure to provide or delay in providing a Performance where such failure or delay is due to any cause beyond Our reasonable control.

- 9.5. Each of the various limitations and exclusions of liability set out in this Clause 9 shall be deemed to be cumulative.

10. Changes to Terms and Conditions

We may from time to time change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such change.

11. Data Protection

- 11.1. Both Parties shall comply with all applicable data protection requirements set out in the Data Protection Legislation.
- 11.2. For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Policy (available on our website www.jacamels.co.uk).

12. Miscellaneous

- 12.1. No failure or delay by Us or You in exercising any rights under these Terms and Conditions means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of these Terms and Conditions means that We or You will waive any subsequent breach of the same or any other provision.
- 12.2. If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.
- 12.3. You will not be entitled to set-off any sums in any manner from payments due to Us in respect of any claim that You may have against Us at any time under a contract or any other agreement between You and Us.
- 12.4. Subject to the following, the contract will be personal to the parties. Neither Party may assign, sub-contract or otherwise delegate any of its obligations under the contract without the written consent of the other party, such consent not to be unreasonably withheld. We may perform any of Our obligations under the contract through suitably qualified and skilled sub-contractors. Any act or omission of such sub-contractor shall, for the purposes of the contract, be deemed to be Our act or omission.
- 12.5. Nothing in these Terms and Conditions shall confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the contract.
- 12.6. Subject to Clause 12.5 above, the contract shall continue and be binding on the transferee, successors and assigns of either You or Us as required.

13. Entire Agreement

- 13.1. The Booking Form and these Terms and Conditions contain the entire agreement between the parties with respect to their subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.
- 13.2. Each party acknowledges that, in entering into the contract, it does not rely on any representation, warranty or other provision except as expressly provided in the Booking Form and these Terms and Conditions, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

14. Law and Jurisdiction

- 14.1. These Terms and Conditions and the relationship between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with English Law.
- 14.2. Any dispute, controversy, proceedings or claim between You and Us relating to these Terms and Conditions (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England.