

BOOKING TERMS AND CONDITIONS

DEPOSITS

To secure your booking for a party, a **50% non-refundable deposit** is required 14 days prior to the event. Gambit the Magician reserves the right to cancel any bookings without notice should the deposit not be received in full by the due date.

Gambit the Magician deals with bookings on a first come first serve basis and therefore cannot hold slots if the deposit has not been paid.

PAYMENT IN FULL

Payment in full must be made a minimum of 2 days prior to the party date. Gambit the Magician reserves the right to cancel your party without notice if payment in full has not been made by 2 days prior to commencement.

CANCELLATION (or partial cancellation).

In many cases, once your booking with us is confirmed, we will have turned away other enquiries. Given this, there is little probability that entertainers will be able to fill the space with another booking. Therefore, if a late cancellation occurs, they must be reimbursed for lost income.

These terms apply to a complete cancellation where the whole booking is cancelled. All cancellations must be made in writing.

(a) Cancellations outside of 14 days to the party: 100% of deposit withheld.

(b) Cancellations between 2 days and the party date: No refund available

If on the rare occurrence, there is an emergency or a sick entertainer,

Gambit the Magician will do his best to find a replacement entertainer. If

Gambit the Magician cancels the party, a 100% refund (including the deposit) will be paid.

PARTY GUESTS

All our packages have a allotted amount of children. If circumstances change and there will be more children attending than this limit, clients are required to pay for a second entertainer. If on the day there are more children than stated, clients will be billed for this after the event.

THE DAY OF THE PARTY

- Parking is to be provided for the entertainer. If parking is in a public paid place, reimbursement for this is required.
- If you are having face painting, please provide 2 chairs.
- When providing a space for the entertainment, it is crucial to ensure there is enough room for the service. If there are a lot of parents attending the event and a small space, we ask that they do not overcrowd the kids and entertainer.
- If the service you have requested is to take place outdoors and, on the day of the party, it is raining or too hot, please provide a shaded area for the kids and the entertainer.
- All of our balloons are eco friendly and don't harm the environment. Due to this, on very hot days balloons can pop a lot easier. We ask again that entertainers have a shaded spot to complete this task.
- Adults are welcome to join in with the face painting and balloons, but please make sure that all the children have had their turn first.
- Sometimes with big celebrations there are other activities such as bouncy castles or magicians etc. This is a lot of fun, but we ask that you understand It can be difficult for an entertainer to keep all the kids engaged, with this going on too.

COVID-19

Staff can wear masks if the client wants us too.

The Magic with Gambit team continues to monitor the COVID-19 situation and follows guidance from the New Zealand Ministry of Health and World Health Organization (WHO).

If a COVID-19 lock down legitimately affects your party, as detailed below, your party will be transferred to new dates within 12 months of your party date at no additional cost. If you choose to cancel the party, then the above cancellation policy applies.

Acceptance

Acceptance of your party booking whether in writing, verbally or other is deemed as acknowledgement that you have read Gambit the Magicians terms and conditions and understand and accept them. It is also an acknowledgement that you have read your booking form, checked that dates and times are correct (these will also be confirmed via email prior to the event) and you understand what goods and services you have requested and agreed to pay for.

NEW ZEALAND LAW

This agreement is governed in all respects by the laws of New Zealand and the parties submit to the exclusive jurisdiction of the Courts of New Zealand. Note that these Terms and Conditions are subject to any rights or remedies the Client may have under the Consumer Guarantees Act 1993.

PRIVACY POLICY

We may collect the following information:

- Names

- contact information including email address
- demographic information such as address, postcode, preferences and interests
- other information relevant to customer surveys and/or offers

We require this information to understand your needs and provide you with a better service, and for the following reasons:

- Internal record keeping.
- We may use the information to improve our services.
- We may periodically send promotional emails about new services, special offers or other information which we think you may find interesting using the email address which you have provided.
- From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone or mail. We may use the information to customise the website according to your interests.

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

VOUCHERS

If you acquire a voucher from us or a credit, this must be used within 1 year of the original booking date or the date the voucher was given. This can never be exchanged for money refunded.