

# **Terms and Conditions**

Last updated: August 22, 2025

#### 1. Introduction

These Terms and Conditions apply to this website and to the transactions related to our products and services. You may be bound by additional contracts related to your relationship with us or any products or services that you receive from us. If any provisions of the additional contracts conflict with any provisions of these Terms, the provisions of these additional contracts will control and prevail.

### 2. Binding

By registering with, accessing, or otherwise using this website, you hereby agree to be bound by these Terms and Conditions set forth below. The mere use of this website implies the knowledge and acceptance of these Terms and Conditions. In some cases, we can also ask you to explicitly agree.

### 3. Electronic communication

By using this website or communicating with us by electronic means, you agree and acknowledge that we may communicate with you electronically on our website or by sending an email to you, and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement, including but not limited to the requirement that such communications should be in writing.

# 4. Intellectual property

We or our licensors own and control all the copyright and other intellectual property rights on the website and the data, information, and other resources displayed by or accessible within the website.

### 4.1 All rights reserved

Unless specific content dictates otherwise, you are not granted a license or any other right under Copyright, Trademark, Patent, or other Intellectual Property Rights. This means that you will not use, copy, reproduce, perform, display, distribute, embed into any electronic medium, alter, reverse engineer, decompile, transfer, download, transmit, monetize, sell, market, or commercialize any resources on this website in any form, without our prior written permission, except and only insofar as otherwise stipulated in regulations of mandatory law (such as the right to quote).

### 5. Newsletter

Notwithstanding the foregoing, you may forward our newsletter in the electronic form to others who may be interested in visiting our website.

### 6. Third-party property

Our website may include hyperlinks or other references to other party's websites. We do not monitor or review the content of other party's websites which are linked to from this website. Products or services offered by other websites shall be subject to the applicable Terms and Conditions of those third parties. Opinions expressed or material appearing on those websites are not necessarily shared or endorsed by us.

We will not be responsible for any privacy practices or content of these sites. You bear all risks associated with the use of these websites and any related third-party services. We will not accept any responsibility for any loss or damage in whatever manner, however caused, resulting from your disclosure to third parties of personal information.

### 7. Responsible use

By visiting our website, you agree to use it only for the purposes intended and as permitted by these Terms, any additional contracts with us, and applicable laws,

regulations, and generally accepted online practices and industry guidelines. You must not use our website or services to use, publish or distribute any material which consists of (or is linked to) malicious computer software; use data collected from our website for any direct marketing activity, or conduct any systematic or automated data collection activities on or in relation to our website.

Engaging in any activity that causes, or may cause, damage to the website or that interferes with the performance, availability, or accessibility of the website is strictly prohibited.

### 8. Booking, Payment, Refund and Cancellation Policy

### 8.1 Deposits and Payments

To secure your booking with Parched Phoenix, a non-refundable deposit (amount specified in your booking confirmation) is required at the time of reservation. The remaining balance must be paid no later than the agreed deadline before the event date unless otherwise agreed in writing.

### 8.2 Cancellation by the Client

If you cancel your booking:

- Deposits are strictly non-refundable.
- If cancellation occurs more than the agreed notice period before the event, we may refund part of the balance at our discretion.
- If cancellation occurs within the agreed notice period of the event, the full balance remains payable.

#### 8.3 Cancellation by Us

In the unlikely event we are unable to fulfil your booking (for reasons other than force majeure), we will refund all monies paid by you. Our liability will not extend beyond this refund.

### **8.4 Consumer Rights**

As our services are for specific event dates, under UK consumer law you do not have the standard 14-day cooling-off period for cancellation. By confirming a booking, you agree that this exception applies.

# 9. Alcohol Service and Licensing

- We operate under UK alcohol licensing laws and reserve the right to refuse service to anyone under 18 or anyone who cannot produce valid ID (Challenge 25 policy applies).
- We will not serve alcohol to individuals who appear intoxicated or to anyone attempting to purchase alcohol on behalf of a minor.
- It is your responsibility as the client to ensure that our mobile bar service is permitted at your chosen venue/event.

# 10. Client Responsibilities

- The client is responsible for providing safe and adequate access for our mobile bar trailer, including parking, power supply (if required), and permissions from the venue or landowner.
- The client is responsible for the behaviour of their guests and will be held liable for any damage caused to our equipment or staff by guests.
- If the event is outdoors, the client must make contingency arrangements in case of bad weather.

# 11. Force majeure / Event Disruption

Except for obligations to pay money hereunder, no delay, failure or omission by either party to carry out or observe any of its obligations hereunder will be deemed to be a breach of these Terms if and for as long as such delay, failure or omission arises from any cause beyond the reasonable control of that party (including but not limited to adverse weather, illness, pandemic restrictions, venue cancellation, or transport disruption).

# 12. Liability & Insurance

- We hold public liability insurance.
- Our liability is limited to the total amount paid by you for the booking.

- We are not responsible for any indirect losses (such as loss of enjoyment, venue costs, or third-party arrangements).
- You, as the client, accept responsibility for your guests' actions.

# 13. Privacy

To access our website and/or services, you may be required to provide certain information about yourself as part of the registration process. You agree that any information you provide will always be accurate, correct, and up to date.

We have developed a policy to address any privacy concerns you may have. For more information, please see our Privacy Statement and our Cookie Policy.

### 14. Accessibility

We are committed to making the content we provide accessible to individuals with disabilities. If you have a disability and are unable to access any portion of our website due to your disability, we ask you to give us a notice including a detailed description of the issue you encountered. If the issue is readily identifiable and resolvable in accordance with industry-standard information technology tools and techniques we will promptly resolve it.

### 15. Export restrictions / Legal compliance

Access to the website from territories or countries where the Content or purchase of the products or Services sold on the website is illegal is prohibited. You may not use this website in violation of export laws and regulations of the United Kingdom.

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### 16. Assignment

You may not assign, transfer or sub-contract any of your rights and/or obligations under these Terms and Conditions, in whole or in part, to any third party without our prior written consent. Any purported assignment in violation of this Section will be null and void.

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#### 17. Breaches of these Terms and Conditions

Without prejudice to our other rights under these Terms and Conditions, if you breach these Terms and Conditions in any way, we may take such action as we deem appropriate to deal with the breach, including temporarily or permanently suspending your access to the website, contacting your internet service provider to request that they block your access to the website, and/or commence legal action against you.

#### 18. Indemnification

You agree to indemnify, defend and hold us harmless, from and against any and all claims, liabilities, damages, losses and expenses, relating to your violation of these Terms and Conditions, and applicable laws, including intellectual property rights and privacy rights. You will promptly reimburse us for our damages, losses, costs and expenses relating to or arising out of such claims.

#### 19. Waiver

Failure to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision.

# 20. Language

These Terms and Conditions will be interpreted and construed exclusively in English. All notices and correspondence will be written exclusively in that language.

# 21. Entire agreement

These Terms and Conditions, together with our privacy statement and cookie policy, constitute the entire agreement between you and Parched Phoenix in relation to your use of this website.

# 22. Updating of these Terms and Conditions

We may update these Terms and Conditions from time to time. It is your obligation to periodically check these Terms and Conditions for changes or updates. The date provided at the beginning of these Terms and Conditions is the latest revision date. Changes to these Terms and Conditions will become effective upon such changes being posted to this website. Your continued use of this website following the posting of changes or updates will be considered notice of your acceptance to abide by and be bound by these Terms and Conditions.

#### 23. Choice of Law and Jurisdiction

These Terms and Conditions shall be governed by the laws of the United Kingdom. Any disputes relating to these Terms and Conditions shall be subject to the jurisdiction of the courts of the United Kingdom. If any part or provision of these Terms and Conditions is found by a court or other authority to be invalid and/or unenforceable under applicable law, such part or provision will be modified, deleted and/or enforced to the maximum extent permissible so as to give effect to the intent of these Terms and Conditions. The other provisions will not be affected.

### 24. Contact information

This website is owned and operated by Parched Phoenix.

You may contact us regarding these Terms and Conditions through our contact page.

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# 25. Download

You can also download our Terms and Conditions as a PDF.