

# Unicorn Dream

Terms and Conditions for the sale of Unicorn Packages

## 1. Interpretation

1.1 Definitions. In these Conditions the following definitions shall apply:

**Conditions:** these terms and conditions which apply to the sale and purchase of Unicorn Packages as amended from time to time.

**Order:** your order for a Unicorn Package made by contacting Unicorn Dream as set out in the Website.

**Product:** the experience or service to be provided by us to which the Unicorn Package relates, and the provision of which will be covered by these Conditions.

**Unicorn Dream:** 3Developers Limited, trading as Unicorn Dream, a company registered in England and Wales (company number 09746248) with its registered offices at 20 Ropemaker Street, London, England, EC2Y 9AR.

**Unicorn Package:** a package for a Product available for purchase via the Website by you.

**we:** means Unicorn Dream.

**Website:** [unicorndream.co.uk](http://unicorndream.co.uk)

**you:** the person who purchases a Unicorn Package from the Website.

1.2 Construction. In these Conditions, the following rules apply:

(a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

(b) unless the context requires otherwise, words in the singular shall include the plural and, in the plural, shall include the singular;

(c) a reference to “our”, or “us” or any other word imparting a similar meaning shall be referring to “we”, and similarly a reference to “your” shall be referring to “you”.

## 2. The Contract

2.1 These are the Conditions on which we supply Unicorn Packages to you. These Conditions should be read in conjunction with the Waiver, Safety Guidelines and any other terms and conditions which we may provide to you. Where the provisions of any other terms and conditions conflict with the provisions of these Conditions, unless informed otherwise, these Conditions will prevail.

2.2 Please read these Conditions carefully before you contact us to Order for a Unicorn Package. These Conditions tell you who we are, how we will provide the

Service to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

### **3. Information about us and how to contact us**

3.1 We are 3Developers Limited. Our registered number and office is given above within clause 1.1, under Definitions.

3.2 You can contact us by telephoning our office on 0207 889 901 or by writing to us at [customer@unicorndream.co.uk](mailto:customer@unicorndream.co.uk)

3.3 If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your Order.

3.4 When we use the words "writing" or "written" in these terms, this includes emails.

### **4. Your Order**

4.1 Our acceptance of your Order will take place when you receive an email confirming your Order, at which point the contract will come into existence between you and us.

4.2 If we are unable to accept your order you will be notified that the transaction has failed.

4.3 An order number to your Order will be generated electronically and you will be informed of the number once we accept your order. It will help us if you can state the order number whenever you contact us about your Order.

### **5. Our Products**

5.1 The images of any Products on the Website are for illustrative purposes only. The Unicorns listed may be changed at our discretion.

### **6. Your rights to make changes**

6.1 Please contact us as soon as you can (and no less than 24 hours prior to the event) if you wish to make a change to your Order. We will let you know whether your request for the change is possible. If it is possible, we will let you know about any changes to the price of your Order or anything else which may be relevant as a result of your requested change and will ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may wish to end the contract.

### **7. Our rights to make changes**

7.1 We may change or stop providing any Products offered:

(a) to reflect changes in relevant laws and regulatory requirements; or

(b) to reflect changes to the Products we offer.

7.2 You agree not to hold us liable and acknowledge that you are not entitled to a refund for any reasonable changes made by us including but not limited to any dates of events (as result of bad weather) or locations (within a five-mile radius of the original location) or as a result of any event beyond our control. We further retain the right to alter any or all activities included within each Product offered if we reasonably believe that your child is not suitable for such activities.

7.3 We will notify you of any such changes and will explain the consequence of those changes.

## **8. Your rights to a refund**

8.1 You have 14 days from the date of the confirmation email which will be sent to you in accordance with clause 4.1 to change your mind and cancel your Order which will end the contract.

8.2 To cancel your Order, please let us know by calling us on one of the numbers provided in clause 3.2. Please provide your name, home address, details of the order and, where available, your phone number and email address.

8.3 If you or we cancel your Order and you are eligible for a refund, we will refund you the price you paid for the Unicorn Package by the method you used for payment.

8.4 We will make any refunds due to you as soon as possible, and in all cases, refunds will be made within 30 days of the date on which we receive notification from you in accordance with clause 8.2 of your wish to cancel your Order.

## **9. Price and payment**

9.1 The price of the Unicorn Package (which includes VAT) will be the price indicated on the Website when you place your Order.

9.2 You must pay for the Unicorn Package at the time you place your Order.

9.3 "3Developers Limited" will appear on your bank or card statement in relation to the payment of your Order.

## **10. How we may use your personal information**

10.1 We will use the personal information you provide to us to process your payment for your Order in accordance with the terms of our Privacy Policy.

10.2 We may also use your personal information if you agreed to this during the order process, to give you information about similar Products that we provide, but you may stop receiving this at any time by contacting us.

10.3 We will only give your personal information to third parties where we have your consent to do so or the law either requires or allows us to do so.

## **11. Matters outside our control**

11.1 You agree that we are not to be held liable for any delay in performing, or failure to perform, any of our obligations under the contract if such delay or failure result from events, circumstances or causes beyond our reasonable control. In such circumstances, we will inform you of the situation as soon as possible and will offer you: (a) a different Service; or (b) a refund.

## **12. Other important terms**

12.1 We may transfer our rights and obligations under these terms to another organisation. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

12.2 This contract is between you and us. No other person shall have any rights to enforce any of its terms and no other person shall owe any obligations under the contract.

12.3 You irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the contract or its subject matter or formation.