

HeyDay Circle

Terms & Conditions

Effective Date: 10 September 2026

Welcome to HeyDay Circle.

These Terms & Conditions set out the terms under which HeyDay Circle provides activity, entertainment and wellbeing sessions to nursing homes, residential homes, care homes and other organisations.

By confirming a booking with HeyDay Circle, the Client agrees to these Terms & Conditions.

1. Definitions

For the purposes of these Terms & Conditions:

“HeyDay Circle”, “we”, “us” or “our” means HeyDay Circle, operated by Iryna Hunt.

“Client”, “Hirer”, “you” or “your” means the care home, nursing home, residential home, organisation or other person making the booking.

“Entertainer” means a person engaged by HeyDay Circle to deliver entertainment, activities, games, music or other elements of a session.

“Session Supervisor” means a person engaged by HeyDay Circle to lead, supervise or assist with the delivery of a HeyDay Circle activity session.

“Session” means the agreed activity or entertainment session booked by the Client.

“Booking” means a confirmed agreement between HeyDay Circle and the Client for the provision of one or more Sessions.

“Package” means an agreed programme consisting of multiple Sessions, such as weekly or monthly bookings.

2. About HeyDay Circle

HeyDay Circle provides fun, inclusive activity and entertainment sessions for residents of nursing and residential homes.

Our Sessions may include a variety of:

- Interactive games
- Gentle movement activities
- Music and sing-alongs
- Group activities
- Individual activities
- Coordination and movement games
- Memory and interactive games
- Social activities
- Seasonal and themed activities
- Laughter and entertainment

Our aim is to encourage residents to participate, move, socialise, laugh and enjoy themselves in a relaxed and welcoming environment.

All Sessions are designed to be adapted where reasonably possible to suit the group attending.

3. Session Duration and Equipment

Unless otherwise agreed in writing, our standard activity Session is one hour.

HeyDay Circle will provide the music, props, games and equipment required for the agreed Session unless otherwise stated at the time of booking.

The activities provided may vary from one Session to another. This allows the Entertainer or Session Supervisor to adapt the Session according to the group, available space, participation levels and atmosphere on the day.

The Client understands that activities are intended as entertainment and recreational activities and are not intended to replace medical treatment, physiotherapy, occupational therapy or other professional healthcare services.

4. Bookings and Confirmation

Bookings may be made by:

- Email
- Telephone
- Website enquiry or booking system
- Text or WhatsApp
- Other communication methods agreed with HeyDay Circle

A booking becomes confirmed once HeyDay Circle has agreed the date, time, location and price with the Client and has issued a booking confirmation.

A booking confirmation constitutes an agreement between the Client and HeyDay Circle.

Unless specifically stated otherwise, no physical signature is required for a booking to be binding.

The Client is responsible for checking the booking confirmation and informing HeyDay Circle as soon as possible if any information is incorrect.

5. Session Scheduling

The Client must provide accurate information regarding:

- The venue
- The agreed Session date and time
- The expected number of participants
- The available space
- Any relevant requirements or restrictions
- Any known health and safety considerations that may affect the Session

HeyDay Circle will make reasonable efforts to deliver the Session as agreed.

However, individual activities may be changed, replaced or adapted where this is considered appropriate for the group or circumstances on the day.

6. Entertainers and Session Supervisors

HeyDay Circle may use its own staff, self-employed workers, Entertainers or Session Supervisors to deliver Sessions.

The Client acknowledges that the particular person delivering a Session may occasionally need to change due to circumstances including:

- Illness
- Injury
- Personal emergency
- Unforeseen circumstances
- Availability
- Other reasonable operational requirements

Where the originally allocated Entertainer or Session Supervisor is unavailable, HeyDay Circle will make reasonable efforts to provide a suitable replacement.

A change of Entertainer or Session Supervisor will not normally entitle the Client to cancel a confirmed booking where a suitable replacement can be provided.

7. Standards and Suitability of Workers

HeyDay Circle will take reasonable steps to ensure that Entertainers and Session Supervisors engaged to provide Sessions are appropriately suited to the work they are undertaking.

Where applicable, relevant checks, training, insurance or qualifications may be held by the individual worker or required by HeyDay Circle depending on the nature of their role.

The Client may request reasonable information regarding the person delivering a Session where this is relevant to the care home's safeguarding or operational requirements.

8. Client Responsibilities

The Client agrees to:

Provide a Suitable Space

Provide a reasonably suitable, safe and accessible area for the Session.

The space should be appropriate for the planned activities and allow the Entertainer or Session Supervisor to move around safely.

Inform Us of Relevant Risks

Inform HeyDay Circle before the Session of any known venue-related health and safety risks that may affect the delivery of the Session.

This may include hazards relating to:

- Flooring
- Access
- Furniture
- Equipment
- Room layout
- Mobility requirements
- Other relevant environmental risks

Resident Participation

The Client is responsible for determining whether individual residents are suitable to participate in activities and for communicating any relevant information to HeyDay Circle that is necessary for the safe delivery of the Session.

Residents should only participate in activities that are appropriate for their individual abilities.

Participation in all activities is voluntary.

Supervision

Care home staff remain responsible for the general care, supervision and safeguarding of residents during the Session.

HeyDay Circle Entertainers and Session Supervisors do not replace the Client's care staff.

Behaviour

The Client is responsible for ensuring that residents, visitors, staff and other attendees behave appropriately towards HeyDay Circle workers.

HeyDay Circle does not tolerate verbal abuse, threatening behaviour, harassment or physical abuse towards its Entertainers or Session Supervisors.

Where a worker feels unsafe, HeyDay Circle reserves the right to stop or end the Session.

9. Safety During Sessions

HeyDay Circle aims to provide enjoyable and inclusive activities, but some activities involve movement or interaction with equipment.

Residents should participate only at a level appropriate to their individual abilities.

The Entertainer or Session Supervisor may adapt, replace or stop an activity if they reasonably believe it is unsuitable or unsafe in the circumstances.

HeyDay Circle cannot be responsible for injuries or incidents resulting from information about a participant's needs or relevant risks not being disclosed to us, or from a participant acting contrary to reasonable instructions.

10. Cancellations by the Client

We require at least 24 hours' notice for cancellation of an individual Session.

If a Session is cancelled with less than 24 hours' notice, 100% of the agreed Session fee may be charged.

Where reasonably possible, HeyDay Circle may offer to reschedule the Session instead of applying the cancellation charge, subject to availability.

Any alternative arrangement will be agreed between HeyDay Circle and the Client.

11. Cancellation of Package Bookings

Where the Client has booked a regular Package consisting of multiple Sessions, the Package will continue according to the agreed booking schedule unless cancelled in accordance with the agreed notice period.

Unless a different arrangement has been agreed in writing, one calendar month's notice is required to cancel a regular monthly Package.

If the required notice is not provided, HeyDay Circle may invoice the Client for Sessions falling within the applicable notice period.

12. Cancellation by HeyDay Circle

HeyDay Circle reserves the right to cancel or reschedule a Session where this is necessary due to circumstances including:

- Illness
- Injury
- Staff or Entertainer unavailability
- Emergency
- Severe weather
- Venue safety concerns
- Technical or equipment problems
- Other circumstances outside our reasonable control

We will notify the Client as soon as reasonably possible.

Where possible, we will offer an alternative date or suitable replacement Entertainer or Session Supervisor.

Where HeyDay Circle cancels a Session and cannot provide a suitable alternative, any payment made specifically for that cancelled Session will be refunded.

13. Force Majeure

Neither party will be considered responsible for failure to fulfil its obligations where this is caused by circumstances beyond reasonable control.

These may include, but are not limited to:

- Severe weather
- Flood
- Fire
- Epidemic or pandemic
- War
- Government restrictions
- Changes in law
- Industrial action
- Serious accidents
- Unexpected illness
- Other significant unforeseen circumstances

The affected party should notify the other party as soon as reasonably possible.

Both parties will make reasonable efforts to rearrange the Session where appropriate.

14. Right to Decline or Stop a Session

HeyDay Circle reserves the right to decline a booking where we reasonably determine that the requested Session requires specialist knowledge, qualifications, equipment or facilities that we cannot appropriately provide.

If this is identified before the Session, we will notify the Client as soon as possible.

If a Session is already in progress, the Entertainer or Session Supervisor may modify, pause or end an activity where they reasonably believe that

continuing would create an unacceptable safety concern or that the Session cannot be delivered appropriately.

15. Payment

The Client will be invoiced using the billing information provided at the time of booking.

Unless otherwise agreed, payment should be made by bank transfer or through a secure online payment link provided by HeyDay Circle.

The payment due date will be stated on the invoice.

The Client agrees to make payment by the stated due date.

If payment is overdue, HeyDay Circle may contact the Client to request payment and may, where appropriate, suspend or decline future bookings until outstanding amounts have been resolved.

16. Prices

The price of each Session or Package will be agreed with the Client before the booking is confirmed.

Any additional charges, such as travel expenses or specially requested services, will be communicated to the Client before confirmation wherever reasonably possible.

17. Refunds

Where a refund is applicable under these Terms & Conditions, it will normally be made using the original payment method or another method agreed between HeyDay Circle and the Client.

Cancellation charges will apply in accordance with Section 10 unless an alternative arrangement has been agreed.

18. Insurance

HeyDay Circle maintains appropriate insurance for its business activities where required.

Details of relevant insurance documentation may be made available to Clients upon reasonable request.

The Client remains responsible for maintaining appropriate insurance and safety arrangements for its own premises, residents, employees and visitors.

19. Confidentiality and Privacy

HeyDay Circle respects the privacy and confidentiality of its Clients and residents.

Personal information will be handled in accordance with our Privacy Policy and applicable UK data protection legislation.

We will not intentionally use or disclose confidential Client information for purposes unrelated to providing our services, except where disclosure is required by law or is otherwise permitted by applicable legislation.

20. Photography and Video

HeyDay Circle may take photographs and videos during sessions for promotional and marketing purposes, including use on the HeyDay Circle website, social media, advertising, and other promotional materials.

The Client agrees that photographs and videos may be taken during sessions for these purposes. If photography or video recording is not permitted at the venue, or **if there are any residents who must not be photographed or recorded, the Client must notify HeyDay Circle before the session.**

21. Intellectual Property

All HeyDay Circle branding, logos, website content, original written materials, activity concepts, promotional materials, graphics and other intellectual property belonging to HeyDay Circle remain the property of HeyDay Circle unless otherwise stated.

The Client may not reproduce, copy, modify, distribute or commercially use HeyDay Circle materials without prior written permission.

The Client may use information supplied by HeyDay Circle for the purpose of organising and participating in the booked Session.

22. Website Use

When using the HeyDay Circle website, you agree not to:

- Use the website for unlawful purposes
- Attempt to gain unauthorised access to the website or its systems
- Introduce viruses or other harmful material
- Interfere with the operation or security of the website
- Copy website content without permission

We aim to keep our website information accurate and up to date but cannot guarantee that all information will always be complete, current or error-free.

23. Limitation of Liability

HeyDay Circle will provide its services with reasonable care and skill.

We maintain appropriate business insurance and take reasonable steps to provide safe and professional Sessions.

Nothing in these Terms & Conditions excludes or limits liability where doing so would be unlawful, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation.

Subject to the above, HeyDay Circle will not be responsible for indirect or consequential losses arising from the provision or cancellation of a Session where such liability may lawfully be excluded.

HeyDay Circle is not responsible for incidents arising from unsafe conditions at the Client's premises, information that the Client has failed to disclose, or participation contrary to reasonable instructions, except where liability cannot legally be excluded.

24. No Medical or Therapeutic Service

HeyDay Circle Sessions are designed for entertainment, enjoyment, social interaction and recreational activity.

They are not medical, physiotherapy, occupational therapy, rehabilitation or clinical treatment services.

Activities may support movement, social interaction, engagement and general wellbeing, but HeyDay Circle does not guarantee any specific health, therapeutic or medical outcome.

25. Changes to These Terms & Conditions

HeyDay Circle reserves the right to update these Terms & Conditions from time to time to reflect changes in our services, business practices or legal requirements.

The latest version will be published on our website.

Changes will not normally affect a confirmed booking unless required by law or agreed with the Client.

26. No Employment or Partnership Relationship

Where HeyDay Circle engages an Entertainer or Session Supervisor who is self-employed or engaged as an independent worker, nothing in these Terms & Conditions creates an employment, partnership or joint-venture relationship between that worker and the Client.

The Client's contract for the provision of the Session is with HeyDay Circle, unless expressly agreed otherwise in writing.

The Client should not directly instruct or employ a HeyDay Circle worker outside the agreed Session arrangements without first discussing this with HeyDay Circle.

27. Non-Solicitation of HeyDay Circle Workers

Where an Entertainer or Session Supervisor is introduced to the Client through HeyDay Circle, the Client agrees not to directly engage that

worker for substantially similar services outside HeyDay Circle without prior written agreement from HeyDay Circle.

This provision is intended to protect the business relationship between HeyDay Circle and the workers it engages.

Any restriction under this section will apply only to the extent permitted by applicable law.

28. Complaints

We want every Session to be a positive experience.

If you have a concern or complaint about a Session, Entertainer, Session Supervisor or any other aspect of our service, please contact us as soon as reasonably possible.

We will consider the complaint fairly and make reasonable efforts to resolve the matter.

Email: info@heydaycircle.co.uk

Telephone: 07359 345749

29. Governing Law

These Terms & Conditions are governed by the laws of England and Wales.

Any dispute arising in connection with these Terms & Conditions will be subject to the jurisdiction of the courts of England and Wales, subject to any applicable legal rights.

30. Contact Details

HeyDay Circle

Owner: Iryna Hunt

Email: info@heydaycircle.co.uk

Telephone: 07359 345749

Website: <https://www.heydaycircle.co.uk/>
