

Private Hire of Function Room & Kitchen Terms & Conditions

1. DEPOSITS, PAYMENT AND CANCELLATION POLICY

- 1.1 A non-refundable and non-transferable deposit of £250 against the cost of your event ("the Event") is payable upon confirmation. In addition, a further deposit for damages of £500 is also required. This is fully refundable within 72 hours of the end of the event, once an inventory check out has been performed or after the full settlement of all bills, whichever is later.
- 1.2 Payment of the balance of the booking value of the Event is due 42 days (6 weeks) before the Event.
- 1.3 You will also pay, at least 10 days prior to the event, for all foods, beverages and other services requested by you, your employees, guests, customers, clients or invitees during the Event.
- 1.4 If you cancel your booking with us in its entirety, we will levy the following cancellation charges:
- 1.4.1 Cancellation 12-6 weeks prior to the Event: 25% of total booking value.
- 1.4.2 Cancellation 6-4 weeks prior to the Event: 50% of total booking value
- 1.4.3 Cancellation 4-2 weeks prior to the Event: 75% of total booking value.
- 1.4.4 Cancellation less than 2 weeks prior to the Event: 100 % of total booking value.
- 1.5 All prices are exclusive of service and VAT.
- 1.6 We reserve the right in our discretion to charge interest on any account outstanding entirely or in part at the rate of 4% above the base rate.

2. FINAL NUMBERS

- 2.1 You will notify us no less than 10 working days prior to the Event of the anticipated number of guests attending, always without prejudice to our rights in respect of cancellation under paragraph 1. The final number attending must be notified to us no less than 48 hours prior to the Event.
- 2.2 In the event that the number attending the Event exceeds the number advised at the time of the booking, we shall use our reasonable endeavors to provide service, for the increased numbers and an additional invoice shall be raised for extra heads present.

3. AUDIO VISUAL/ MEDIA SERVICES

- 3.13 St Peters reserves the right to surcharge for amendments to requirements made within three working days of the commencement of the hire period.
- 3.2The Customer agrees to make good any damage or loss to equipment which is operated in accordance with paragraph (5d) by the Customer or his/her authorised agent.
- 3.33 St Peters agrees to use reasonable endeavors to find a suitable replacement for any equipment hired to the Customer which is found to be defective.
- 3.4 Customers are not permitted to plug in any electrical equipment into the building unless it bears a valid Portable Appliance Test Certificate.
- 3.53 St Peters reserves the right to substitute alternative equipment and/or services where original equipment and/or services are unobtainable or are not able to be used.

4. CONDUCT OF THE EVENT

- 4.1 You agree to begin and end the Event at the times agreed with us. Should you overrun the "end time" of the Event with or without agreement, you will reimburse us for any expenses incurred as a result of the overrun, including, but not limited to, additional wage costs for staff allocated to the Event.
- 4.2 The lounge bar (3 St Peters) and the events which take place within it are subject to many statutory controls, in particular, but without limitation, those relating to food and health and hygiene, fire protection, liquor licensing, and entertainment. You, your employees, guests, customers, clients, and invitees must comply with reasonable requests, directions and instructions of the lounge bar (3 St Peters) personnel in relation to any such matters.
- 4.3 If, in relation to the Event, you wish to have, provide or install:
- 4.3.1 any outside entertainment or services:
- 4.3.2 any outside food or beverage; or any outside equipment (including without limitation, electrical equipment and display stands), you must discuss this with us no less than 2 weeks prior to the Event. We reserve the right to refuse permission for any of the items specified above and in any event it is our policy to charge corkage on our client's own wines at our current published rates and not to permit the introduction or provision of your own spirits and beers.
- 4.4 Notwithstanding any permission which may be given by us under the above paragraph we reserve the right, at the time of the Event, not to admit outside entertainment or services to the premises, not to permit outside food or beverages to be brought to the premises and not to have outside equipment installed on the premises if, in our reasonable opinion to do so would risk:
- 4.4.1 causing danger to the health and safety of other guests/ occupants of flats at 3 St Peters and/or employees;
- 4.4.2 causing offence to other guests/ occupants of flats at 3 St Peters and/or employees; or
- 4.4.3 committing an offence or breaching any legislation applicable to the lounge bar (3 St Peters).

5. LIABILITY AND FORCE MAJEURE

- 5.1. Please be aware that, in line with the Licensing Act 2003, we are unable to allow any of your guests who are under the age of 18, to consume any alcohol. We reserve the right to remove any alcohol from guests who are unable to prove that they are over 18, regardless of how they obtained the alcohol in the first instance.
- 5.2. We accept no liability for loss of, or damage to, property brought onto the hotel

premises and which is owned by or in custody of you, your employees, guests, customers, clients, or invitees.

- 5.3. You shall be responsible for any damage caused by you, your employees, guests, customer, clients or invitees to the premises, furnishing, utensils or equipment during the Event or as a result of the Event, and shall indemnify us against the cost of repair or replacement thereof.
- 5.4. Notwithstanding any permission which may be given by us under paragraph 4 we accept no liability for loss, damage, or breakout of disease caused to you, your employees, guests, customers, clients or invitees as a result of your provision of any of the items referred to in paragraph 4.3.1 to 4.3.2.
- 5.5. We accept no liability for any breach of these terms and conditions caused by events beyond our control, which shall include, but not to be limited to, industrial action (whether on the part of our employees or otherwise), accidents, fire, riot, civil commotion and war. If any such event should occur, we shall use our reasonable endeavors to make suitable alternative arrangements, failing which we shall terminate the contract and refund your deposit.

6. AGENCY

If this contract is signed by an agent for the client then the agent thereby asserts that he has the full authority of the client to make this agreement and in the event of any breach by the client or agent of any of the terms of this agreement then the agent and the client shall be jointly and severally liable to us therefor.

7. INSURANCE

You are advised to secure your own insurance policy against any cancellation charges for which you could be liable under this agreement.

8. ENTIRE CONTRACT

This Agreement contains the entire and only agreement between us and supersedes all previous agreements made between us in relation to the Event. Both parties acknowledge that in entering this agreement neither has relied on any representation oral or written that is not set out expressly in this agreement and the attached quotation. We shall not be liable to you or any of your guests or invitees by reason of any representation (unless fraudulent) for any indirect, special or consequential loss or damage, costs, expenses or other claim whatsoever caused by our negligence arising from the organisation and management of the Event and our entire liability under or in connection with this agreement shall not exceed the quoted cost of the Event. No other Terms & Conditions do or will relate to this contract.

9. APPLICABLE LAW

The law of this agreement is that of England and Wales and the Courts of England and Wales have exclusive jurisdiction over any dispute arising.

By signing this agreement you expressly declare that you have read, understood and agree to be bound by the terms set out herein.

