

# DARWIN & WALLACE

## No.29 Power Station West Booking Terms and Conditions

### TERMS AND CONDITIONS

All events or bookings requiring an agreed minimum spend; will be subject, without exclusion, to the following Terms and Conditions:

In these Terms and Conditions, the following definitions apply:

**"The Bar"** is the premises;

**"The Client"** is the person, organisation, company or another body responsible for booking the event

**"The Event"** is the function in respect of which the client has made a booking.

Failure to adhere these Terms and Conditions, together with an initial deposit, may result in The Bar releasing the reservation and re-booking the space with another client.

### CONFIRMATION

All bookings are provisional until we receive the deposit. At any point, should we receive a second enquiry for use of the room on the date of your provisional booking, you will be asked to settle the deposit within 24 hours. Failure to do so will result in the space being released to the second party.

### DEPOSIT

In order to confirm a booking, we require a 50% deposit against the agreed minimum spend. Deposits will be deducted from the final bill on the day event. DEPOSITS ARE NON-REFUNDABLE.

### PAYMENT, INVOICING AND CREDIT

We do not offer customer credit; we only offer company invoicing. We require pre-orders to be confirmed no less than 7 working days prior to the event. (14 days for exclusive hire of The Bar). We accept all major credit cards. Cash bar payments can be made available with prior arrangement. Additional bills can be settled in one or two transactions on the day of the event.

### CANCELLATION BY THE CLIENT

If The Client cancels The Event, cancellation notice must be given in writing. In each case, the percentage charge applies to the agreed minimum spend for The Event.

In respect of cancellations prior to the date of The Event, the following charges will apply.

These charges do not include the non-refundable deposit, nor, where applicable the booking fee.

- For cancellations 21 days or more prior to the start date – no additional charges
- For cancellations between 20 days and 8 days prior to the event start date – 60%
- For cancellations less than 7 days prior to the event start date – 100%

Should The Client be able to re-book a similar event of similar value at a time acceptable to The Bar, 25% of the cancellation charge will be credited to the re-booked the event.

### CANCELLATION BY THE BAR

The Bar may cancel the booking:

- If The Bar or any part of it is closed due to circumstances beyond its control
- If The Client becomes insolvent or enters into liquidation, bankruptcy or receivership
- If the Function might prejudice the reputation of The Bar

### FOOD & BEVERAGE PRE-ORDERS

Menu and drink options must be selected in advance and any known dietary requests must be confirmed by The Client, no less than 7 working days prior to The Event. In addition, any drinks ordered on the day of the event will be charged on consumption and the bill settled on the day.

### TIMINGS

# DARWIN & WALLACE

For morning bookings access to the private room is from 9am till 11:30am. For lunch bookings access to the private room is from midday until 4pm at which time the room must be vacated. Full day meetings run from 9am till 5pm. For dinner bookings access is from 6:30pm until close, at which time the room must be vacated. Last orders at the bar are at 20mins prior to doors closing (unless otherwise stated). It is recommended that The Client provide the Reservations Team specific event schedule to allow for the smooth running of the event.

## **DECORATIONS**

May be brought and arranged on the day by The Client. All decorations must be removed by The Client at the end of The Event. The Client must clear the room promptly after The Event and the room/area must be vacated within 30 minutes. The use of decorations only applies to our private event spaces. Sticky tape, blue-tack and drawing pins may not be applied to the walls. No paintings or mirrors are to be moved.

## **GRATUITY AND VAT**

A discretionary service charge of 12.5% will be added to the final bill of all events taking place at the Bar. All prices quoted are inclusive of VAT at the current rate.

## **LICENSING AND STATUTORY REGULATIONS**

The Bar is subject to Statutory Regulations including those relating to fire precautions and Health and Safety. The regulations must be strictly observed and a copy is available from The Bar. The provisions of the Licensing Act 1964 as amended must be observed. Should The Client wish to employ the services of any outside contractor, The Client must undertake to indemnify The Bar against any claims made against them resulting from any act or default by any of The Client's contractors or caused by any equipment supplied by The Clients; this indemnity also includes cover under the Health and Safety Act 1974. Contractors must comply with appropriate legislation including the Fire Precautions Act. We reserve the right to refuse access, without prejudice, to any contractor.

## **LIABILITY AND STATUTORY REGULATIONS**

The Bar will not be responsible for any liability and The Client will indemnify The Bar against all claims for injury to persons and loss or damage to property or equipment howsoever caused, unless it can be proved that such injury, loss or damage is the result of negligence or faulty workmanship on the part of The Bar. The Client shall, during the proposed event, be responsible for the safe use and custody of The Bar's property. Damage or loss thereto (other than by fair wear and tear) will be charged at current replacement rates.

By confirming your booking, you agree with our terms and conditions.