



1. Applicability

These terms and conditions apply to all arrangements, agreements and understanding or contracts whether written or oral between Home House ("The Club"), the event holder and their guests. The terms and conditions included herein shall take precedence over any other terms and conditions from any other source unless agreed in writing by the Events Department or Senior Management.

2.Booking Deposits

The Club reserves the right to require payment of a deposit at any time prior to the holding of an event. The booking deposit would be 100% of any room hire fee or 50% of the total minimum spend requirement.

For events with an estimated total value over £5,000, a second deposit for the food, any contracted minimum spends and any additional extras such as Entertainment, Equipment or Décor and Special Food and Beverage Requests will be requested latest two weeks prior to the event. This will leave the client with a final balance of the beverage consumed at the event.

For bookings confirming within the same month as the event date, full pre-payment of the total estimated event value is required.

Should the event holder fail to pay such a deposit within seven days of being requested to do so and no less than seven days before the beginning of an event, the Club may treat the booking as having been cancelled by the event holder and may release any spaces held without prior notice from the Events Department.

A deposit of 50% of bedroom rates will be applicable on event bedroom bookings.

Payment of the deposit is deemed as acceptance of the terms and conditions of our contract by the event holder.

All deposit payments for events in November and December are non-refundable due to the peak season. These deposits and events cannot be transferred to a later event in another calendar month except for exceptional circumstances and any deviation from this clause must be approved by Senior Management and is not guaranteed.

3.Credit Facilities and Payment

Credit facilities are available at the Club's discretion subject to receipt of a satisfactory credit reference.

Credit references need to be applied for at least four (4) weeks prior to the event, events confirming with a shorter lead time will be required to pay on departure.

Credit facilities may be withdrawn at any time without the Club giving any reason thereto. Any such facilities must be agreed prior to any function or booking. All invoices must be paid within ten (10) days of issue or they will incur interest on a daily basis at 5% above the prevailing basic rate of Barclays Bank Plc.

In the absence of credit facilities, final payments must be made by credit card or cash, prior to or on the day of the event.

Credit Card details must be provided as security on booking the event by completing our credit card authorisation form. Any outstanding balances have to be paid prior to departure on the event date.

4.Payment on Departure

Guests paying on departure must provide a credit card on booking as security for the event. If a member/guests does not settle the bill on departure we reserve the right to charge the credit card provided with the outstanding amount. In all cases a deposit is required in advance.

5.Licensing Statutory Regulations Health and Safety

Members are required by law to comply with the regulations contained in the Regulatory Reform (Fire Safety) Order 2005, Licensing Act 2003 and London Government Act 1963 relating to music, dancing and entertainment in respect to all functions held at the club. Copies of the regulations are available on request.

6.Fire Regulations

The Club is required to give 7 days' notice to the local Fire Authorities with plans and specifications, in every instance where stage presentations and / or exhibitions are proposed in any part of the Club.



7.Fire Alarm Procedures

An audible warning to all areas of the Club indicates activation of the Club Fire Alarm.

ON HEARING THE ALARM, THE PREMISES MUST BE EVACUATED BY THE NEAREST EXIT WHICH ARE CLEARLY INDICATED

Event holder and their guests must then make their way to the fire assembly point which is located at Portman Square across from the main door of No 20.

8. Decor

The Club does not allow use of smoke/dry ice or confetti canons during an event and under no circumstances will pyrotechnics or naked flames be allowed in any part of the Club.

The Club has a strict no smoking policy within the building.

No Naked flames are permitted on the mantelpieces and due to the listing of the room's fires may not be lit in the fireplaces.

Under no circumstances should decorations or set ups be affixed to the walls, chandeliers, windows, doors, mantelpieces of ceilings. The management reserves the right to remove any such decorations or set up without notice if it is deemed a breach of our contract and / or a potential fire risk in accordance with the Club's Health & Safety policy.

9.Safety Regulations

The event holder is required to comply with all statutory, local authority and standards, institution regulations, standard provision, requirements, codes of practice, recommendations and laws in force that are applicable to your use of the Club. It is the event holder's responsibility and not the Club's to ensure that the event holder and their guests are aware of such matters.

10.Signage and Displays

Signage is not permitted in any public area of the Club. Signage, including branding, in any other area must first be approved before displaying by the Events Department.

11.Conduct

The Club and its Management reserves the right to fully protect its operating license and will decline to continue to serve any event holder or guest whose behaviour may be considered to be impaired by any over indulgence in alcohol.

The event holder is deemed to be responsible for the orderly conduct of guests attending the function and will ensure that no nuisance or noise is caused either to the Club or its members. The event holder will comply with any reasonable requests made by the Management and with any rules and regulations as issued from time to time.

12.Damages

The event holder will be responsible for any damages or mistreating of rooms caused by the event holder, their guests or any suppliers booked by the event holder and will be charged for repairs or deep cleaning. This cost may be charged to the credit card details held to guarantee the event. It is the responsibility of the event holder to check the rooms before and after the event to ensure they are left in the same condition after the event.

13.Security

For large events (100 guests or more) or when deemed necessary by the Club, to comply with the terms of the Home Club licence, two of our security staff are required to be in attendance for the duration of the event. This is supplied by the club at an additional cost to the client of £250 including VAT per member of security staff.

14.Third Party Liability and Insurance

The Club is not responsible or liable for the death or personal injury otherwise than through its own negligence in respect of any person whether visiting rooms or a function on behalf of, at the invitation of, at the request of, or being employed by or as an agent of an event holder, in any part of the Club or its perimeter. The Club recommends that all event holders that book functions take out their own third-party liability insurance.

15.Cloaks, Personal Property, Storage

The Club excludes responsibility for property of event holders or their guests, agents or employees. Cloakrooms are provided, but items deposited there are entirely at the event holder's risk.



The Club does not have adequate storage facilities so can therefore not store any items without permission from the Events Department prior to the event. The club cannot be held responsible for any equipment or personal belongings left after an event.

16. Photography and Filming

Photography and filming is not permitted in any public areas of the Club including the garden without prior consent from the Events Department.

17. Performance, Performing Rights Guests

The Club reserves the right to object to the employment by any event holder of any third-party person in connection with any function (e.g. Entertainers) or any other person in connection with any function. The Club has a list of recommended entertainers and suppliers in this regard if required.

If you wish to provide your own entertainment or suppliers a site visit with the event holder, supplier and Events Department must take place ahead of the event.

Contact details for any suppliers must be supplied to the Events Department ahead of the event, any delivery details and arrival times must be approved by the Events Department.

18. Corkage and Wine Estimates

No wines and spirits may be brought into the Club without prior permission of the Events Department. A corkage fee will be charged as set out below. Delivery of these wines or spirits must take place on the day of the event and not prior to this without consent from the Events Department.

Wine corkage at £30.00 per bottle plus service charge

Champagne corkage at £50.00 per bottle plus service charge

Spirits – corkage fee will be quoted on a case by case basis depending on the type of spirit

19. External Food and Beverage

No external Food or Beverage items are permitted to be brought into the Club without prior consent from the Events Department or Senior Management.

20. Finishing Times

Functions must finish punctually at the time agreed when the booking is made. Extensions to this time are only available with prior approval of the Club. Last entry to the Club is 11:30pm.

The Garden is licensed until 11pm. Any events taking place in the Garden must finish at 11pm or continue inside the club.

If the event continues after the agreed finish time, an additional facility charge may be made.

21. Access to Other Areas of the Club

Home House is a private members club and therefore event holders and guests who are non-members attending an event in a private room are not permitted to use the member areas of the Club, unless permission is granted in advance by the Events Department. It is the event holders responsibility to ensure their guests are made aware of this rule.

22. Name Badges

If name badges are used for an event then guests must only wear these when in the event room and must remove them when leaving the event or if moving to another part of the Club. Event holders should be responsible for collecting badges and asking guests to remove them on departure.

23. Reconfirmation and Notification of Numbers and Organisers

The event holder shall notify the Club of the anticipated number of guests no less than 14 days prior to the event.

The final number must be notified to the Club in writing to the Events Department no less than 48 hours prior to the event and will be charged for accordingly, notwithstanding the cancellation policy as detailed.



24.Cancellation by the Client

All deposit payments for events in November and December are non-refundable due to the peak season. These deposits and events cannot be transferred to a later event in another calendar month.

If an event is cancelled, a cancellation fee equal to the following percentage of the estimated total spend (inclusive of the room hire fee, estimated food and beverage spend as well as any other cost incurred such as entertainment and decoration unless stipulated differently by suppliers) will be charged to the event holder:

90 days or more prior to the event	0%
Between 60 days and 89 days prior to the event	35%
Between 31 days and 59 days prior to the event	50%
Between 0 days and 30 days prior to the event	100%

Cancellations are not valid unless a notice of cancellation is received in writing and the cancellation date is the date of receipt by the Club of such notice.

If the Club without any obligation on its part succeeds in making a replacement booking it may at its discretion reduce cancellation charges.

25.Cancellation by the Club

The Club reserves the right to cancel any booking at its discretion in the following circumstances:

- a) If the event holder is in breach of these terms and conditions in any manner.
- b) If it appears in the opinion of the Events Department that there is a serious threat to the security of the Club or its guests or that the event is likely to create a serious disturbance.
- c) If it appears in the opinion of the Events Department that the nature of the event is materially different from that of the original envisaged by the Club.
- d) For any other reason which the Club considers reasonable in the circumstances.
- e) If the event holder, has a bankruptcy order made against him or her or enters into a scheme or arrangement with his or her creditors or being a company that has a receiver
Liquidator or administrator appointed over the whole or part of its assets or enters into any composition or scheme of arrangements with its creditors.

26. COVID-19

In the event Home House is unable to host the event due to government restrictions on events and gatherings due to COVID-19 the deposit can either be transferred to an alternative date (subject to availability) or refunded back to the client.

27.Non-Arrival Charge

In the event of non-arrival, the entire booking will be subject to 100% of the cancellation charge detailed above

28.Event Holder Requirements

14 days prior to the arrival the event holder is requested to submit the following information to the Events Department in writing.

- a) Menu and Beverage choices along with dietary requirements
- b) Confirm event schedule
- c) Set Up Requirements
- d) Anticipated Guest Numbers
- e) The event holder will ensure that the Club is aware of any details which may affect the event in any operational manner.

If there are last minute changes to the programme of the event caused by the event holder which results in additional cost to the Club, these will be passed to the event holder for reimbursement.

29.Publicity

Any advertising or publicity for functions at the Club requires the prior knowledge and consent of the Events Department. The event holder must submit his/her proposals directly to the Events Department which will indicate authority if agreed or changes if necessary.



30. Service Charge

Please note that there is a discretionary service charge of 12.5% added to the final food and beverage total.

31. General Liability

The Club will not be liable for any failure to provide the services contracted in the following circumstances:

- a) Industrial action by Club employees.
- b) Industrial action by staff of a major supplier.
- c) Fire, lightning, aircraft impact, explosion, riot and civil commotion, malicious damage, tempest, flood, burst pipe, earthquakes and impact, terrorism.
- d) Postal bookings which do not reach them.
- e) Breakdown of plant or failure to supply the Club of gas, electricity, water services etc.
- f) Any other circumstances beyond reasonable control of the Club.

Without prejudice to the foregoing and without informing any liability against the Club, the Club undertakes to take all possible action to alleviate such inconvenience.

Any contracts with the Club will not be assignable.

These terms and conditions shall be governed by and construed in all respect in accordance with English Law and subject to the exclusive jurisdiction of England and Wales.

The event holder shall be responsible for any damage caused to any part of the Club by an act, default or neglect by the event holder or their guests, or any third party employed by them, and shall pay to the Club on demand the amount required to make good or remedy such damage.

This agreement does not affect any rights which the event holder may have under the Hotel Proprietors Act 1956 where the Act applies.

All queries should be sent in writing to:
The Events Department, Home House
20 Portman Square
London, W1H 6LW

Signed on behalf of client:

Signed on behalf of Home House Ltd: