

# Booking Terms & Conditions

## The Marylebone,

We look forward to Welcoming You and Your guests to our venue for Your Event. Please do read the terms & conditions below as they will form the basis of our contract. All references to 'We' and 'Company' means the Venue and all references to 'You' means the customer booking the Event.

- 1. Deposit:** You are required to pay a deposit in order to secure Your chosen event date. The amount of the Deposit will be the HIGHER of £300 or 10% of the agreed minimum spend. In some circumstances We may request a larger deposit, for example where We have had to apply for a temporary event licence.
  - 2. Confirmation:** All bookings are confirmed and become legally binding ONLY once We issue a booking confirmation following receipt of the Deposit in cleared funds. If You have not paid the Deposit Your booking is not confirmed.
  - 3. Minimum Spend:** Our events team or management will have quoted You a Minimum Spend for Your event. This is the amount of revenue required to be spent by You and Your guests during the event and is calculated by the management based on the historical revenue of the venue. If the Minimum Spend is not achieved You will be responsible to make up the difference at the end of Your event/hire term and You authorise the company to charge Your credit/debit card the relevant amount. In some cases We will ask You for a pre-authorisation on Your credit card. By agreeing to these terms and conditions You are agreeing to pre-authorise us to charge Your card when and if necessary for any breaches of these terms and conditions.
  - 4. Total Spend:** You shall pay to us the Total Spend, which will be the greater amount of either the minimum spend or the actual amount incurred for food and drink at the venue by attendees at the event. The Total Spend shall include any food or drink supplied and consumed in excess of the agreed numbers provided by You and/or additional costs incurred by us in catering for any special dietary requirements. VAT will be added to all prices at the applicable rate where it is not already included in the price of goods sold.
  - 5. Changes to Your booking:** if You require any changes to the event, You must contact us as soon as reasonably practicable and if We agree to such changes, We may require an increase in the charges for the event. Any changes shall only be effected if made or confirmed by the company in writing.
  - 6. Cancellation by You:** All cancellations must be made in writing. We will process all written cancellation requests based on the time it was received and date of the event.
    - (a)** For events taking place between January and November if the written cancellation request is received;
      - i.** Not less than 14 days before the Event, We shall issue a full refund Your deposit.
      - ii.** Less than 14 days before the event, We shall retain the deposit in full.
      - iii.** Less than 72 hours before the event, We shall retain the deposit and You will be responsible for 50% of the Minimum Spend which We will charge to the card that has been secured against the booking.
    - (b)** For events taking place in December if the written cancellation request is received;
      - i.** Not less than 30 days before the Event, We shall issue a full refund Your deposit.
      - ii.** Less than 30 days before the event, We shall retain the deposit in full.
      - iii.** Less than 7 days before the event, We shall retain the deposit and You will be responsible for 50% of the Minimum Spend which We will charge to the card that has been secured against the booking.
    - (c)** If You do not cancel the event booking but fail to attend at the time of the Event, We will retain the deposit and We shall charge You for the full Minimum Spend.
  - 7. Cancellation by Us:** We shall be entitled to terminate the event on one or more of the following grounds;
    - (a)** The company has been advised not to proceed with the event by a relevant expert and/or local authority and/or police official and/or central government official, on health and safety considerations.
    - (b)** Where it is not reasonably possible to hold or continue with the event due to any circumstances outside of the company's reasonable control. This will include, but not be limited to, situations such as inclement weather, flooding, terrorist alert, strikes, industrial action, government emergency, criminal action by a third party, etc.
- If We cancel the event pursuant to this clause 7, the We shall return to You Your Deposit in full and We shall be under no further or additional liability in relation to the cancellation of the event.
- 8. Cancellation by Us:** where we reserve the right to cancel the event at any time including during the Event for the following reasons;
    - (a)** unlawful activities being conducted at the venue by You and/or any attendees, and/or
    - (b)** violence or anti-social behaviour being undertaken at the event by You and/or any of Your attendees; and/or
    - (c)** health and safety issues resulting from an excessive number of people attending the event; and/or

- (d) any other health and safety concerns arising from any conduct or omission on the part of You and/or any of Your attendees; and/or
- (e) non-payment of any monies due to be paid by You under the terms of the agreement;
- (f) If any licence or other regulatory consent required to be obtained by You in order to run the event has not been obtained; and/or
- (g) Breach of any of the conditions set out in clause 10 'Rules of the Event'

If We terminate or cancel the Event relying upon this clause 8, You will not receive the return of Your Deposit and/or any other monies paid by You. Any monies remaining to be paid by You under the agreement will still remain payable including the Minimum Spend.

## 9. Before Your Event:

- (a) If You require any of our food or drink packages We require full payment at least one week prior to the event and the amount of any pre-orders shall be deducted from the minimum spend.
- (b) Confirmation of final numbers for food must be made or confirmed in writing to the company no later than 7 days before the event. This shall be the minimum number for which You will be charged.
- (c) You shall be responsible for bringing to the attention of the company any special dietary requirements of attendees at the event.
- (d) We reserve the right to raise additional charges if the number of meals We supply exceeds the final numbers for food provided by You and/or for any additional costs incurred by us in catering for any special dietary requirements.
- (e) In the event that You wish to extend the timings of the Event after the commencement of this agreement, We shall endeavour to accommodate such requests but neither warrant nor represent that such extension will be possible. Any variation of the hire term may only be effected if made or confirmed in writing by the company. We reserve the right to make additional charge(s) to You for the event should it run outside of the agreed event timings.

## 10. Rules of the Event:

- (a) You agree to undertake to ensure that You and Your attendees will comply with all applicable laws, licences, regulations and policies in force at the venue from time to time.
- (b) You may not use the venue for any activities which are illegal, immoral, offensive or dangerous, or which may cause or become a nuisance to the owners or occupiers of any neighbouring properties or to the neighbourhood in general.
- (c) You shall be required to keep all attendees under a reasonable level of control. This obligation shall extend to noise levels, general behaviour and sobriety. This obligation shall also apply to other individuals such as performers or contractors or subcontractors who are engaged or hired by You and over who We do not have any control or responsibility.
- (d) We reserve the right to eject from or refuse admission to the venue to any attendee(s) deemed in the reasonable opinion of our staff or approved security personnel to be:
  - i. excessively and/or unreasonably intoxicated; and/or
  - ii. displaying unruly, threatening, violent, anti-social or dangerous behaviour; and/or
  - iii. under the minimum alcohol service age of 21 required by the venue; and/or
  - iiii. not compliant with the venue's dress code;
- (e) Only our approved security company may be present inside and on the doors of the venue at any time. You must follow any specific security related instructions that may be given by the approved security company at all times.
- (f) We will not, in any circumstances or at any time, permit the number of attendees to exceed the capacity of the venue. We shall have the right to inspect the venue at any time during the Event and shall request the removal of any number of persons in excess of the venue's capacity.
- (g) All electrical equipment to be used by You during the event must be fully tested. All such equipment must bear the appropriate labels and be accompanied by the appropriate certificates as proof of such testing and compliance. We shall have the right to inspect electrical equipment at any time prior to or during the hire term for compliance with this clause, and We shall have the right to remove, or request the removal of, any equipment not in compliance with this provision from the venue.
- (h) You will not be allowed any live music or any of your own speakers or music equipment unless You have pre-authorized and agreed this with either the GM or the Events Manager. All music needs to be routed through a sound limiter as prescribed by the local authority and according to local licensing conditions.
- (i) No consumable items are to be brought in to the venue (except Birthday cakes), if found, We reserve the right to levy additional charges at management discretion and/or ask You to remove the items from the Venue.
- (j) Prices are subject to revision at any time in the event of any increases in our costs for hosting the event as a result of increases in taxation and/or taxation rates, including but not limited to, excise duty, beers, spirits and other consumables are subject to availability and We reserve the right to provide alternatives without notice.

## 11. Liability and Indemnity

(a) We have in place insurance cover for the venue and all other property of the company which is in the venue either permanently or only for the duration of the hire term. Our insurance shall not cover Your property nor that of any third parties.

(b) You shall indemnify us and keep us fully indemnified from and against all Third party actions, proceedings, claims, demands, costs, awards and damages in respect of or arising out of any breach or non-performance by you of all or any of your undertakings, warranties or obligations under this Agreement.

(c) We will not be liable for any personal injury or damage to property which occurs during the event save for personal injury which is attributable to improperly maintained equipment or structural work owned and maintained by us.

(d) We will not be liable for any other loss, damage or injury to Your property, or the property of Your attendees or any other persons for whom You are responsible save where arising out of the negligence of the company and/or its staff.

(e) Interest will be payable by You upon overdue payments under this agreement at the rate of 8% per annum.

(f) Nothing in these general terms & conditions restricts our liability for death or personal injury.

signed:.....