

THE CALEDONIAN CLUB

TERMS AND CONDITIONS

1 Definitions

- a. "The Rooms" for the purposes of these Club Terms and Conditions refers to the Morrison Room, Johnnie Walker Music Room, Library, Card Room, Bowmore Room, Oval Room, Drawing Room, Stuart Room, Selkirk Room, Members Dining Room and Terrace, hereinafter referred to as the "Club".
- b. These Terms and Conditions of Use, together with General Information, Menus, and Wine List (which are available from the Banqueting Co-ordinator or at www.caledonianclub.com) form the contract between the Club and the Client.
- c. A month is defined for these purposes as being a calendar month and not 28 days.

2 Use of The Rooms

Use of the rooms is by permission of the Club Committee, which reserves the right to refuse any booking or admission at their discretion. As per Bye-Law 32, guests attending private functions or events may only use the rooms hired for that occasion and are not permitted to use the any of the public rooms of the Club.

3 The Client

The Client is the person who confirms the booking in writing or the company said person represents. The Client is, therefore, responsible for the payment of all charges incurred.

Loss of the client's or guests of the client's property shall be the client's or their guest's responsibility. The Caledonian Club cannot accept any claims for losses of such property howsoever this may arise. The client should take reasonable care of their own and their guest's personal possessions to avoid such losses arising.

4 Payment

The Client agrees to pay the Club in accordance with these Terms and Conditions of Use and the attached General Information section:

- i. the hire charges for such of the Rooms as may be booked
- ii. the menu, wine and such other charges as may be ordered by the Client and agreed by the Club

A deposit equal to the room hire charge or estimated numbers, when based on day delegate rate, along with a signed booking form and signed terms and conditions, is required to confirm a booking. Pre-payment of the remainder of the estimated total is required two weeks prior to the event for small banqueting events and meetings/conferences and 4 weeks prior for weddings. Payment against final invoice value must be made within 14 days of the final invoice date.

Failure to pay within the required timescale may result in the cancellation of the booking and the loss of the deposit. In the event of late or part payment of invoiced charges, the Club reserves the right to charge interest on a daily basis from the due date of each and every invoice, at 4% per annum above the Base Lending Rate from time to time of the Club's bankers, the Bank of Scotland.

5 Numbers Attending

The Client agrees to confirm to the Conference and Events Department in writing (by post, fax 020 7201 1500 or email banqueting@caledonianclub.com) the final numbers attending by no later than midday two working days prior to the function or the date specified on the function sheet whichever is the earlier. Special dietary requirements must be confirmed to the Conference and Events Sales manager in writing by midday no later than five working days prior to the function.

If numbers are not notified by these times the Club reserves the right to charge the original estimate of numbers attending as printed on the function sheet sent to the Client, or the actual numbers attending, whichever is the higher.

It is not always possible to cater for an unexpected increase in the numbers of guests attending or special diet meals at short notice.

A surcharge of £10 per additional person will be applicable should guest numbers increase during the final notice period.

All charges are quoted inclusive of VAT throughout the Club. Should there be changes in taxation, we reserve the right to adjust our charges accordingly.

6 Punctuality & Closing Times

The Client agrees to commence the function at the time agreed with the Club and to ensure that those persons present at the function vacate the Club's premises by the agreed time.

7 Cancellation

a. Cancellation by the Client

Once the booking has been confirmed in writing, the Club reserves the right to impose cancellation charges (calculated as an estimate of the Club's losses, particularly in the event that the Club is unable to obtain an alternative booking) as follows:

- i. Up to six months before the function: no charge
- ii. Between six months and three months before the function:
50% of venue/room hire rate or deposit received
- iii. Between three months and six weeks prior to the function:
75% of venue/room hire rate or deposit received
- iv. Between six weeks and the date of the function:
as (iii) above with an additional charge of up to 50% more, depending on the menu, wine(s), time and other costs already incurred by the Club.

b. Cancellation by the Caledonian Club

- i. The Club reserves the right to cancel the booking or reservation in the event of a client failing to perform any of the obligations contained within these Terms and Conditions.
- ii. The Club may cancel the booking at any time up to one month prior to the function. Upon which the Club will reimburse the client any sums paid to The Club. The Club will not be responsible for any consequential or other loss incurred by the Client.
- iii. The Club reserves the right to cancel a booking at any given time in the event of emergency repairs. Every possible opportunity will be taken to find an alternative venue for the function, or to advise the Client in sufficient time, although this may not always be possible. The Club will not be financially responsible in any way should this occur.

c. Transference of Rooms by the Club

The Club reserves the right to move the event to another suitable room(s) within the Club.

8 Damage to the Club's Property and Items Not Permitted on the Premises

- a. The Client shall take all reasonable precautions to ensure that no damage occurs to the property of the Club or its employees. In the event of any damage occurring caused by the negligence of the client, its employees or attendees, the Club reserves the right to render the Client liable for the replacement or repair of any or all property damages.
- b. In the event of any members of Club staff being injured by the Client or anyone attending the function, the Client shall be liable for any claims arising therein.
- c. The Client shall ensure that nothing is fixed to the floors, walls, ceilings or any other interior or exterior of buildings by nails, screws, glue, drawing pins or any other means unless agreed in writing by the Club prior to the function.
- d. No incendiary or explosive items, including fireworks, may be brought onto the Club's property, without exception.
- e. Dry ice smoke machines are not permitted on Club property.
- f. Use of foil confetti is not permitted on Club property. All other types of confetti must be agreed in writing by the Club prior to the function.

9 Conduct

The Client shall ensure that the function is conducted in an orderly fashion without causing a nuisance and in full compliance with the directives and requirements of the Club's management.

Gentlemen using the Member's Area of the Club only, are required to wear suits or jackets with ties and ladies are expected to conform to the same standard at any time. Casual dress is permissible only at weekends or when accessing suites through the 9A entrance. **Jeans, trainers, t-shirts or shorts are not permitted at any time or anywhere within the Club premises.**

Mobile phones and other electronic devices, including laptops and Blackberrys, are not permitted in all public areas of the Club, this does not apply to private function rooms and bedrooms.

10 Food & Beverage

The Client shall ensure that no food or beverage is brought onto the Club's property without the prior written consent of the Club.

11 Data Protection Act

Your details will be held by the Club on its database for use in contacting you and for the purpose of the Club's accounts and records. No details will be passed to any third party without prior consent.

12 Acceptance of the above conditions

In order for your booking to be accepted as confirmed please complete the form below and return it with your payment for the full amount of the room hire to:-

**The Caledonian Club
Conference and Events Sales Manager
9 Halkin Street
Belgravia
LONDON
SW1X 7DR**

I (we), agree to be bound by the terms and conditions set out herein:

Date of Function..... Event No

Company / Organisation

Address

Contact Telephone..... Fax..... Email

Signature..... Date