



TERMS AND CONDITIONS OF BOOKING & ROOM HIRE

We would like to advise you of the following "Terms & Conditions" These apply to all reservations at The Living Room and must be agreed to by the client either in writing or via e-mail prior to the booking.

1. IDENTIFICATION

This set of terms and conditions form part of the contract signed between 'the business' (trading as The Living Room) and yourself, 'the client'. Neither party is permitted to vary these arrangements verbally, only changes authorised in writing by a senior member of The Living Room Management Team will be accepted.

2. BOOKING PROCEDURE

All bookings will be treated as provisional until a deposit is paid to secure the reservation and the details confirmed in writing. Once these have been accepted the booking is under contract and subject to the conditions stipulated.

3. FINANCE - DEPOSITS & PAYMENTS

The Living Room reserves the right to request a deposit to secure all bookings. The deposit is held against the minimum spend and use of the venue space. The deposit is redeemable against the bar or restaurant bill if settled in one payment, or refunded after the event, in both cases only if the minimum spends are met. Deposits will be withheld if minimum spends are not met, if there is any damage to the venue and on cancellation.

Deposits - Deposits are usually 25% of the total cost identified upon confirmation of booking. For the purposes of calculating a percentage deposit, the total cost is taken from a stipulated minimum spend. The minimum spend reflects the size of the function suite, type of event, date, time, and use of all pre-booked facilities including; food or drink catering, any venue hire costs, and additional equipment hire. The minimum spends will vary based on the popularity or peak of the date and space chosen, and quotes given prior to booking may change if popularity of a space or date moves this into a peak period.

Provisional bookings – Reservations may only be provisionally held for a maximum period of 2 weeks. If the reservation date is less than 6 weeks away from enquiry, this will reduce to 1 week. Extensions to holding times may only be authorised by senior management in writing, If not confirmed with deposit at the end of the stipulated period, the date will be released without prior notification to the guest.

Pre-Ordered Food & Drink – Buffet, canapes and pre-ordered drinks must be settled 14 days prior to event dates. This deadline may be extended only with the General Manager's permission in cases of reservations booked with less than 14 days notice. If pre-booked food & drink payments are not paid in full 5 days prior to an event, the reservation can be cancelled by The Living Room without prior notification and deposit withheld. Pre-orders are required for all guests ordering food, for parties of 20+. A food pre-order must be submitted 14 days prior to an event, any orders received after these dates cannot be guaranteed. If food or drink pre-orders are cancelled with less than 72 hours, these will be fully chargeable to the client unless The Living Room are able to mitigate their loss.

Credit Accounts – Credit accounts are not permitted, all bookings must settle either in advance or at their event date. If payment is submitted

Service Charge - A compulsory service charge of 10% is applicable to all hiring costs, including food and drinks spends. A service charge reduction may only be authorised by the General Manager.

Complaints - If you are unhappy with the service you have received then you must pay the final bill and advise that you are paying 'under protest'. In this case you will then need to write a letter of disagreement to the senior management within 14 days specifying your reasons why. Your case will be reviewed by The Living Room senior management team and an outcome will be communicated to you within 14 days.

4. ROOM HIRE FEES

If the client requires function suite for events which would not normally constitute the appropriate minimum spend; The Living Room will agree an acceptable room hire rate prior to confirmation with the client. Should the client require a function suite for only a reduced period then a minimum charge will be incurred.

5. CANCELLATION OF BOOKING & LATENESS

Should the client fully or partly cancel the reservation, extra charges may be payable by the client, additional to the forfeiture of the deposit. Cancellation charges will be calculated as a percentage of the total booking value including minimum spend. If a client wishes to amend the date or major changes to the event type, additional charges may still be applicable even if the deposit is redeemed against an alternative booking.

All cancellations must be confirmed in writing to The Living Room Administration Team. where final accounts will be calculated and charged according to the scale below. Any costs incurred for a particular event, that otherwise would not have been incurred; will be charged to the client in the event of a cancellation unless The Living Room are able to mitigate their loss.

Cancellation Notice and the % Charged Prior to Event

- 6 MONTHS 5%
- 2 MONTHS 20%
- 1 MONTH 25%
- 14 DAYS 50%
- 7 DAYS 100%

6. EVENT ATTENDEES

Final attendee numbers must be submitted to The Living Room 14 days prior to the proposed event. The final amount payable by the client will be calculated on the numbers given and invoiced accordingly. The Living Room reserves the right to set a minimum chargeable number for each event or function suit size. Any reduction in numbers in the final days prior to an event will be charged at 50% of the agreed rate, unless the minimum number to be charged is applicable. If the event type changes drastically in numbers, The Living Room reserves the right to relocate the booking to a more appropriate sized space to mitigate the loss of covers.

7. CONSUMPTION POLICY & CORKAGE

Alcohol – The client and their guests may NOT bring any alcohol into the venue for consumption on the premises whilst attending an event. This includes any items which may be received as a gift or given away as a prize. If guest alcohol consumption exceeds safe and responsible levels, The Living Room will exercise the right to prohibit further consumption and/or confiscate alcoholic products, in line with licencing law. This is irrespective of whether the guest has paid for the alcoholic products in advance.

Alcohol Consumption (under 18s) - Our policy is to act above the legal minimum for the protection and care of children, which includes all guests under the age of 18. Therefore we do not permit any children under 18 to consume alcohol, including 16 and 17 year old guests dining. Any alcohol consumed against this policy will be confiscated. If a guest or party continues to supply alcohol to a child under 18, drink service will be refused and/or the party will be asked to vacate. Where children attend functions, it may be necessary to identify them separately with supplied wristbands to ensure no alcohol is served or consumed by them.

Food – Self-catering is prohibited from function suites unless advance permission is obtained from the General Manager. In this instance, a food disclaimer must be signed by both parties, excluding The Living Room for any responsibility for the food safety of the relevant items. Catering will be limited to cold food items which must be brought by the guest at the time of service. The Living Room does not have the capacity to store self-catering prior to food service, and will not be able to heat or cook items. If the guest requires specialist serve ware, this will be the responsibility of the guest to arrange.

Food Service Times – Food service is booked around the peaks of service, therefore it may be necessary to change or delay food serving times to maintain quality standards and consistent service for all guests. Buffets/Canapes must be served outside of peak restaurant trade, usually 7-9pm, unless otherwise agreed with senior management. If an amendment is authorised which later conflicts with peak restaurant trade, the original food service time restrictions will apply.

Corkage – If the client seeks permission to supply guests with a beverage from their own supply, a previously agreed amount will be charged as corkage for each individual bottle. Additionally, the quantities of beverages must be agreed in advance and verified with management to maintain safe and responsible consumption in line with licencing law.

8. DAMAGE & DECORATIONS POLICY

Damage – The client is responsible for any damage caused to the complex by an employee or a guest involved in a careless act and must pay the total amount required to make good any such damage.

Guest Property – The Living Room will not be held responsible for any loss or damage to the client's property or that of their guests. Any lost property must be reported within 24 hours of event date otherwise may be subject to disposal.

Decorations – Cello-tape and or blue-tack must not be used on the function room walls as it damages the walls. Confetti is not permitted. No decorations may be attached to equipment. Only non-marking adhesives may be used. Only tasteful decorations are permitted. Decorations can only be held within 24 hours of a booking date, as the Living Room does not have the space to store these for extended periods of time. The Living Room does not take responsibility for decorations left on site, before, during or after event dates.

9. ENTRY

Guests must adhere to all conditions of entry, the full details of which are available on request. These include but are not limited to:

Identification – All guests will be required to present age identification documents on entry, the only acceptable forms are a valid passport or driving licence.

Dress Code – We operate a smart dress code at all times which does not permit sportswear, trainers, casual footwear, ripped jeans, headwear, or risqué fancy dress or props

Refusal of Entry – The Living Room withholds the right to refuse entry to any guest

Searches & Checks – The Living Room reserves the right to perform random body searches or bag checks to maintain high levels of security standards

Under 18 Guests – The Living Room can only permit the entry of under 18 year old guests if having a meal or food with other adults. If the function booking is not having food, under 18 year olds will not be permitted. If having a buffet or restaurant meal, the latest entry will be 9pm and the under 18 guests must vacate by 10pm in accordance with licencing stipulations.

Opening & Closing Hours – The Living Room may need to amend their published opening and closing hours without prior notification

Harassment & Abuse – The Living Room does not tolerate any form of behaviour that may be considered harassing or abusive toward our guests or staff. Any guest found to be acting in this manner will be ejected immediately and denied from re-entering the establishment

10. FUNCTION FINISHING TIMES

These must be agreed upon at the booking stage to ensure staff coverage. Extensions to these times will not be possible without 21 days prior agreement with a senior member of the management team. The client will be responsible for the cost of a late licence or any other charges incurred.

The client shall be responsible for leaving the premises and surrounding areas in a clean and tidy condition, and any contents temporarily removed from their usual positions by guests should be properly replaced, otherwise charges will be applied unless otherwise agreed in writing.

Clients will be expected to vacate their guests and equipment within 30 minutes of the end of their hired period. These must fall within licenced hours, up to a maximum of 2am on weekends unless otherwise agreed. Failure to comply with this will result in forfeiture of the deposit.

11. ENTERTAINMENT

If specific entertainment is requested, this must be pre-identified and agreed prior to confirmation. Booking a function suite does not guarantee that desired entertainment can be accommodated; guests will still be liable for function suite hire if requests cannot be met. Entertainment must be suitable and appropriate to the venue, and not directly conflict with other entertainment in the venue. In cases where client entertainment adversely affects The Living Room's own entertainment, the venue atmosphere or other guests; Living Room reserves the right to stop the client entertainment with immediate effect.

If DJs and entertainers require use of The Living Room's equipment or facilities, this must be agreed in advance and tested prior to booking. The client will be financially responsible for any damage incurred to equipment or property. All entertainment times must be confirmed in advance so as not to conflict with venue operations.

12. AMENDMENTS & CHANGES

Due to circumstances beyond The Living Room's control it may be necessary to change or cancel your booking. Where the change is considered major, as decided by Stonegate Pub Company, you will be offered the option to accept the change or to receive a full refund of any monies paid against the booking. The Living Room is not responsible for any other costs, expenses or damages which may have been incurred by the client or their guests as a result of changes. All specific requests regarding bookings are only requests and not guaranteed by The Living Room.

13. INSURANCE & LIABILITY

The Living Room will not be liable for failure to comply with any of the terms and conditions stated within this agreement to the extent such compliance is prevented, hindered or delayed by any cause beyond its control, including but not limited to; a fire,

storm, explosion, flood, power shortage, an act of God, the actions of any Government or Government Agency, shortage or shortfall of goods or supplies, an employee strike or a facility lock-down.

Liability Insurance - The client must maintain an insurance policy against any loss, liability, claim or proceeding incurred by or which may be brought against The Living Room or themselves in respect of any injury or damage to any person or property, arising out of the use and occupation of the property for the sum of £5,000,000 (five million pounds) for Public and Product Liability and for the sum of £10,000,000 (ten million pounds) for Employer's Liability (where applicable) per any one claim, the number of claims being unlimited. For smaller social events clients are advised to check their personal property insurance as this level of insurance may already be covered under their policy. For larger social events clients are advised to seek additional insurance to cover all aspects of their event.

14. HEALTH AND SAFETY POLICY

All clients hosting an event are deemed responsible and must ensure full compliance with The Living Room's Health & Safety policy. A copy will be provided upon request. We reserve the right to refuse connection of water, electricity or gas to the client's equipment, if we consider it to be unsafe or a hazard to the public.

- Fire exits and extinguishers are to be kept clear and visible at all times. (Please refer to room plan attached).
- In accordance with legislation, no smoking is permitted anywhere inside the premises, this includes electronic cigarettes. There is a cigarette end dispenser located on the gangway outside the fire exit doors on the 2nd floor.
- The client will be the responsible person for all Health and Safety matters relating to an event and must be present at the event to deal with any Health and Safety matters that may occur. This responsibility may be delegated to another person who must attend the event. The name of the responsible person must be advised on booking if this is different from the Hirer.
- The client is responsible for the conduct and behaviour of all people attending the event. The Living Room reserves the right to terminate the event, without any refund of costs, if the conduct and behaviour is deemed to be unacceptable.

Please Note - All our prices are valid at time and could be subject to change. Every effort has been made to ensure the accuracy of all information provided. The Living Room does not accept liability for any errors or omissions and reserves the right to amend any information at any time.

Agreement of Terms

By confirmation of receipt of this information, the guest agrees to the terms & condition of booking at the Living Room.