

TERMS AND CONDITIONS

- i. All Bookings are subject to the terms and conditions set out below (the **'Terms and Conditions'**). The Terms and Conditions may only be varied in writing and signed by the Event Sales Manager or General Manager.
- ii. The terms in bold on the attached Event Details shall have the meanings specified in the Event Details. In these Terms and Conditions the following definitions apply:
 - (a) **'Booking'** means the Client's request to host the Event at the Venue as specified in the Event Details;
 - (b) **'Drake & Morgan'** means Drake & Morgan Ltd;
 - (c) **'Event'** means the event booked by the Client under the Private Hire Contract;
 - (d) **'Event Details'** means the form attached to these Terms and Conditions specifying details of the Event;
 - (e) **'Corporate Events Manager'** (means *name*)
 - (f) **'General Manager'** means (name)
 - (g) **'Private Hire Contract'** means these Terms and Conditions and the Event Details.

Bookings

- iii. When the Client makes a Booking, Drake & Morgan will hold the Booking provisionally, without receipt of the Deposit or the signed Private Hire Contract, for a maximum of 7 days. A 50% deposit is required to secure this booking of the hire Fee or minimum spend unless prior approval from the Head of Sales or Operations Manager for Drake & Morgan. If the Deposit is not paid by the date due, Drake & Morgan may cancel the Booking in accordance with clause (xix).
- iv. The Client may request to make changes to the Booking at any time up to 2 weeks prior to the Event by giving notice of such proposed changes to Drake & Morgan. The proposed changes must be approved by the Event Sales Manager in order to take effect.
- v. If Drake & Morgan approves a change to the Booking, any Deposit that has already been paid by the Client to Drake & Morgan as confirmation of the original Booking may be retained as confirmation of the amended Booking.
- vi. The Client must inform Drake & Morgan of the final number of guests who will attend the Event at least a week prior to the Event, unless otherwise agreed with the Event Sales Manager. .

Payment

- vii. At least four weeks prior to the Event, the Client will pay outstanding balance in full to Drake & Morgan.
- viii. If Drake & Morgan approve any proposed changes to the Booking in accordance with Clause (iv), or a change to the number of guests under Clause (vi), Drake & Morgan reserves the right to increase the Hire Charge. Drake & Morgan shall give notice to the Client of any increases to the Hire Charge.
- ix. All charges are inclusive of VAT. Service is charged on top at 12.5% and payable in advance or on the day.
- x. The Client may pay the charges using most major credit cards, debit cards, and company cheques if provided with a covering letter signed by an authorised representative of the Client.
- xi. Unless otherwise expressly stated, all charges shall be paid within 7 days of receipt of an invoice from Drake & Morgan specifying the amount due.
- xii. If a person other than the Client is responsible for payment of the charges, the Client must notify Drake & Morgan when making the Booking.

Cancellation and Refunds Policy (please read carefully)

- xiii. If the Client wishes to cancel the Booking prior to an Event, the Client must give notice in writing to Drake & Morgan.
- xiv. If notice is given by the Client to cancel the Booking at least 4 weeks prior to the Event, and the Client has already paid the Deposit or full amount, Drake & Morgan will provide a refund of the full Deposit to the Client.

xv. If notice is given by the Client to cancel the Booking with less than 4 weeks prior to the Event, the Deposit (50% or more of the hire charge agreed) is not refundable.

xvi. Drake & Morgan reserves the right to cancel the Booking at its sole and absolute discretion by providing notice in writing to the Client in the following circumstances:

- (a) if the Client fails to pay the Deposit;
- (b) if, prior to the Event, Drake & Morgan reasonably considers that the nature of the Event is different from the nature declared when the Booking was made. [The Client will not be entitled to any refund of charges already paid];
- (c) if, prior to the Event, Drake & Morgan become aware of any deterioration in the Client's financial situation such that the Company reasonably considers that the Client is unable to fulfil its payment obligations under this Private Hire Contract. [The Client will not be entitled to any refund of charges already paid];and
- (d) if Drake & Morgan is unable to carry out any of its obligations under the Private Hire Contract due to circumstances beyond its reasonable control. [The Client will be entitled to any refund of charges already paid].

The Event

xvii. All Client invitations to the Event shall be approved by the Event Sales Manager. Drake & Morgan suggests that all invitations include the Drake & Morgan logo, and the correct address and telephone number of the Venue.

xviii. Prior to the Event, Drake & Morgan and the Client will together agree a door policy for the Event.

xix. Subject to the Client's compliance with its obligations under this Private Hire Contract, Drake & Morgan agrees to:

- (a) hire out the Venue on the Date specified in the Event Details, for the Time specified in the Event Details to enable the Client to access and use the Venue for the sole purpose of hosting the Event; and
- (b) provide the food and drink specified in the Event Details or as otherwise agreed between the parties in writing.

xx. Drake & Morgan shall provide reasonably adequate staffing at the Venue for the Event. Only security staff provided by the Venue's approved security company may be present inside, and on the doors of the Venue, at any time during the Event. Should the Client wish to bring in additional security for any reason, the Event Sales Manager must be notified and may approve such request at its sole discretion.

xxi. Wines, beers, spirits and other consumables are subject to availability and Drake & Morgan reserves the right to provide alternative wine, beers, spirits and other consumables at the Event without giving notice to the Client.

xxii. The Client agrees:

- (a) Not to move any furniture in the Venue without the prior approval of the Event Sales Manager or General Manager;
- (b) Not to permit any contractors and sub contractors to enter the Venue without the prior approval of the Event Sales Manager or General Manager;
- (c) Ensure that no damage is caused to the Venue;
- (d) Ensure that its guests do not enter any area of the Venue that is not allocated for the Event;
- (e) To allow Drake & Morgan and its employees access to any and all areas used by the Client during the Event;
- (f) Not to obstruct the parameters of the Venue which are reserved rights of way for fire escapes, or do anything which would reasonably be deemed to cause an increased risk in the occurrence of a fire or affect the safety of all persons in or about the Venue; and
- (g) To comply with all Drake & Morgan's health and safety policies.

xxiii. Drake & Morgan reserves the right to refuse admission to the Venue should any visitor or guest who in its reasonable opinion is drunk, unruly or who is under the age of 21 years old, unless approved in writing by the Event Sales Manager prior to the Event.

Liability

xxiv. The Client shall pay Drake & Morgan for the cost of repairing any damage to the Venue where such damage was caused by the Client or its guests during the Event, along with any loss of earnings incurred by Drake & Morgan as a result of said damage or disruption to the Venue.

xxv. Drake & Morgan's liability will be limited to 100% of the charges paid or payable by the Client under this Private Hire Contract.

xxvi. Drake & Morgan will not be liable for any loss, damage or injury to the Client's property, or the property of the Client's guests or other persons for whom the Client is responsible, unless such loss, damage or injury is due to negligence of the Venue.

- xxvii. Drake & Morgan will not be liable for any delay or failure to perform its obligations under this Private Hire Agreement, or any loss suffered by the Client if such delay, failure or loss is due to due to circumstances beyond its reasonable control.
- xxviii. Nothing in this Private Hire Contract excludes or limits either party's liability for death or personal injury caused by its negligence or for fraud.

General

- xxix. The parties agree to keep confidential all information relating to the affairs or business of the other party, and may not disclose such information without the other party's prior written consent.
- xxx. Any notices to be given under this Private Hire Agreement must be made in writing and delivered by hand, by post or by fax to the address or fax number specified in the Event Details. All notices for Drake & Morgan should be sent for the attention of the Event Sales Manager and General Manager.
- xxxi. The Client is not permitted to assign any of its rights and obligations under this Private Hire Contract without the prior written consent of Drake & Morgan, such consent not to be unreasonably withheld.
- xxxii. The parties do not intend any third party to have the right to enforce any provision of the Private Hire Contract under the Contracts (Rights of Third Parties) Act 1999.
- xxxiii. This Private Hire Contract and any non-contractual obligations arising under it will be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.
- xxxiv. In in the event of adverse weather conditions such as snow, flooding, fire, storm or acts of government, Terrorism or strikes Drake & Morgan may refund as is reasonable in the circumstances, all deposits and instalments paid by the client less all reasonable costs incurred by Drake & Morgan, provided the client immediately notifies Drake & Morgan of its intention to cancel the event as a result of what's been mentioned. If the client wishes to reschedule the event we require written confirmation and shall make the decision on a case by case basis. However we reserve the right to refuse this request and may withhold full deposit. If less than 7 working days prior to the event we have the right to request full payment.

Signed for and on behalf of Drake & Morgan: _____

Dated:

Signed for and on behalf of the Client: _____

Dated: