



THE DISTILLERY ROOMS

CLIFTON

TERMS & CONDITIONS

Please read the Contract Schedule that accompanies this document. By agreeing to the terms and conditions of this Contract the Hirer agrees to the details on the Contract Schedule.

1. Definition

In these terms and condition, unless the context requires otherwise, the following expressions shall have the following meanings:-

“Agreement” the hiring agreement plus these terms and conditions

“Facilities” space hire and equipment provided by The Distillery Rooms

“Hirer” the person/s and/or Company placing the bookings

“Rooms” the rooms at the venue included in the booking made with the Hirer

“Venue” the location including rooms and facilities included in the booking made with the Hirer.

“The Distillery Rooms” The Distillery Rooms Limited

2. Bookings

2.1 Your booking constitutes a formal agreement to hire a Distillery Rooms space on these terms and conditions.

2.2 The agreement for hire is between the Hirer and The Distillery Rooms.

2.3 The Hirer (if more than one person) shall be jointly and severally liable in respect of this agreement.

2.4 The Hirer must comply with the provisions of general law and any bylaws together with any rules or regulations of The Distillery Rooms.

2.5 The Hirer must full and fairly represent the purpose for which the Venue is required. Any misrepresentation may result in cancellation of the event at any time by The Distillery Rooms.

Under no circumstances may the Hirer sub-let or further offer for hire any part of the venue which has been booked.

2.6 A provisional booking can be made without any obligation to the Hirer. Bookings must be finalised by the Hirer within 14 days of the provisional booking being made. After this period, the provisional booking will be cancelled.



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3. Payment

3.1 The Distillery Rooms reserves the right to require payment by way of deposit of all or part of the Room/catering charge in advance of the event. In the event that the Hirer does not pay the required deposit by the due date, The Distillery Rooms may treat the booking as having been cancelled by the Hirer.

3.2 A 50% deposit of the total fee is due for payment upon confirmation of the booking. This is a maximum of 14 days from the provisional booking date.

3.3 The remaining 50% of the total fee will be invoiced 21 days prior to the date of hire of the venue and will be due to be paid in full 14 days before the date of hire.

3.4 All prices quoted are exclusive of VAT to be charged in respect of the hire of all Facilities and services, including Room hire and catering provided by The Distillery Rooms.

4. Venues

4.1 The Distillery Rooms reserves the right to substitute an alternative venue of similar size and quality to the one originally booked in the event that the original is unavailable.

4.2 The Distillery Rooms reserves the right to accommodate other events or groups in Rooms not included in the booking made with the Hirer.

4.3 The Distillery Rooms reserves the right to change Rooms but will endeavour to contact the Hirer before doing so. All reasonable efforts will be made to ensure that any Room will be as suitable as the original.

4.4 In the event of late payment The Distillery Rooms will claim statutory compensation and charge interest on a daily basis from the date payment was due in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. For the avoidance of doubt, The Distillery Rooms also reserve the right to cancel any future bookings made by you (irrespective of whether you have paid any applicable deposit(s)) if any payment is overdue.

5. Duration

The Hirer must adhere to the session times as agreed with The Distillery Rooms. However, if the Hirer requires an extension this should first be agreed with The Distillery Rooms. Prior notice of any additional surcharges will be given.



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6. Delegate

6.1 The Hirer must ensure that a full and accurate delegate list is sent to The Distillery Rooms at least 48 hours in advance of the event and that The Distillery Rooms is alerted to any changes to that list as soon as possible.

6.2 Should the number of delegates attending the event be less than that which was agreed with the Hirer on confirmation, The Distillery Rooms is entitled to charge for the number of delegates originally booked.

6.3 Should the number of delegates attending the event be more than that which was agreed with the Hirer on confirmation, The Distillery Rooms is entitled to charge for the number of delegates attending, though will only usually be applied if we have to change room size or increase catering numbers.

7. Cancellation

If you need to cancel the event, cancellation charges will apply. Cancellations must be confirmed in writing. The notice period becomes effective on receipt of such written confirmation. Cancellations are charged at a percentage of the total booking fee as follows:

Notice period before first day of hire incurs a charge calculated on the % value of the total booking:

8 weeks: 50%

4 weeks: 75%

14 days: 100%

8. Limitations

8.1 To the extent that is permitted by law, The Distillery Rooms shall be under no liability to the Hirer for any exclusion for damages or losses, direct or indirect arising out of the Hirer's use of the Venue. The Hirer must be responsible for arranging any insurance to cover such risks.

8.2 Nothing in these terms and conditions shall be interpreted as excluding or restricting any legal liability of The Distillery Rooms for death or personal injury resulting from the negligence of The Distillery Rooms, its employees or agents or contractors.

8.3 In the event that any exclusion of liability under this Agreement shall be held to be invalid for any reason and The Distillery Rooms becomes liable for loss or damage that it may otherwise have been lawful to limit, such liability shall be limited to no more than the amount already paid for that booking to The Distillery Rooms by the Hirer.

8.4 The Distillery Rooms shall not be responsible for any loss due to mechanical breakdown, failure in electricity supply, flood, fire, government restriction, natural disaster or other reason outside The



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Distillery Rooms control which may cause the Venue to be temporarily closed or the event interrupted.

9. Health & Safety

9.1 The Hirer must follow instructions from any member of The Distillery Rooms staff who will assume full control of safety issues and responsibility for procedures such as, where appropriate, evacuation in the event of a fire or any other security or health and safety matters.

9.2 Whilst all reasonable efforts will be made to ensure The Distillery Rooms Venues are safe and secure, The Distillery Rooms does not accept any liability for any theft, loss or damage to the Hirer's and delegates' property.

9.3 The Hirer will not affix any logo, notice, emblem or other item to any part of the Venue other than with the prior permission of The Distillery Rooms. No affixing materials are to be used in any Venue nor displays erected unless The Distillery Rooms prior agreement has been obtained.

10. Behaviour

The Hirer will be responsible for keeping proper order and for ensuring that all delegates attending the event will behave in a seemly manner and comply with any instructions they may receive from any staff member of The Distillery Rooms.

11. Food & Drink

No externally purchased food or soft drinks may be brought on to the premises for consumption. Wines, beers and spirits are permitted to be brought on to the premises for consumption, by prior arrangement with The Distillery Rooms. A corkage fee for each bottle brought on to the premises will be charged.

12. Notices

Any notice required under these terms and conditions shall be deemed to have been given if delivered by hand or sent by prepaid first class post, fax or e-mail (followed by notice in post) to the party concerned at the last known address, and deemed to have been received on the day of dispatch if sent by hand, fax or e-mail, and on the third day after posting if sent by post.

13. Third Party

It is the intention of the parties that no term of this Agreement may be enforced by any person who is not rights party to this Agreement ("Third Party"), notwithstanding that any such term of this



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Agreement may purport to confer, or may be construed as conferring, any benefit on such Third Party and irrespective of whether such Third Party is identified in this Agreement. The Contracts (Rights of Third Parties) Act 1999 shall not apply to any provisions of this Agreement.

14. Interpretation

14.1 Headings are included in these terms and conditions for convenience and identification only, and are Governing Law and not to be taken to limit the meaning of any part of these terms and conditions. If any provision or part of a provision of the Agreement should be held unenforceable in conflict with the law, any part so held unenforceable or invalid shall be severed from the remainder of the Agreement, which shall not be affected by such severance.

14.2 The Agreement represents the entire agreement between The Distillery Rooms and the Hirer.

14.3 The Agreement shall be governed by and construed in accordance with English law and any claim or dispute shall be submitted to the English courts.