

Mrs Fitzherberts Booking T&Cs

Private Hire Sun – Weds 18:00 to Midnight	Minimum spend of £350 required
Private Hire Thurs & Friday 18:00 to 1am	Minimum spend of £500 Required
Private Hire Sat 18:00 to 1am	Minimum spend of £700 Required

Table Booking deposits:

1-10 guests	None Required
10-20 guests	£5 per person
20-30 guests	£5 per person

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 Bookings Manager.

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:

1. means the client's request to host the event at the venue as specified in the event details;
2. 'The Company' means New Road Leisure Ltd trading as Mrs Fitzherberts;
3. 'Event' means the event booked by the client under the private hire contract;
4. 'Event details' means the form attached to these terms and conditions specifying details of the event;
5. 'Bookings Manager' means the person from The Company responsible for bookings.
6. 'General Manager' means the General Manager of the Company's venue.
7. 'Private hire contract' means these terms and conditions and the event details.

Bookings

- When the client makes a booking, The Company will hold the booking provisionally, without receipt of the deposit (for a table booking) or the signed private hire contract, until 8 weeks prior to the event or until another client requests that date, whichever is soonest. If the deposit is not paid by the date due, The Company may cancel the booking in accordance with clause (xix).
- The client may request to make reasonable changes (this excludes date changes) to the booking at any time up to 4 weeks prior to the event by giving notice of such

proposed changes to The Company. The proposed changes must be approved by the Booking/General Manager to take effect.

- If the Company approves a change to the booking, any deposit that has already been paid by the client to The Company as confirmation of the original booking may be retained as confirmation of the amended booking.
- The client must inform the Company of the final number of guests who will attend the event at least 14 days prior to the event, unless otherwise agreed with the Bookings Manager. The final number of guests who will attend the event must be approved by the Bookings Manager.
- If the client does not inform the Company of the final number of guests who will attend the event in accordance with clause (4) above, The Company reserves the right to refuse entry to any number of guests in excess of the amount stated on the booking.

Payment and Deposits

- 4 weeks prior to the event, the client will sign the contract & pay the deposit / pre-authorisation amount to The Company – this will secure the booking. If the booking type requires a deposit this will contribute to the final balance of your bill. If a pre-authorisation amount is required per person to secure your booking, no money will be taken from your account unless you fail to turn up for your booking or do not meet your agreed minimum spend. Should you fail to turn up for your booking the pre-authorisation amount will automatically be taken from your account by the Company without any notification.
- If the Company approve any proposed changes to the booking in accordance with clause (iv), or a change to the number of guests under clause (vi), The Company reserves the right to increase the deposit / hire charge. The Company shall give notice to the client of any increases to the deposit / hire charge.
- By signing the contract and paying the deposit the client agrees to meet any minimum spend shown in the table below. If on the day of the booking the minimum spend is not reached the client agrees to pay the balance of the minimum spend before exiting the venue.
- 50% payment for any pre-ordered food and drink is required to be paid 8 weeks prior to the event
- The full balance for any pre-ordered food and drink is required to be paid 4 weeks prior to the event
- On the night of the event, the client will pay to The Company:

- A charge if the event runs over the time specified in the event details, to be charged at an hourly rate at the discretion of The Company.
- The balance of the agreed minimum spend should it not be met on the night.
- All deposit amounts must be paid online using most major credit cards and debit cards unless a different arrangement has been agreed with the Bookings Manager.
- Unless otherwise expressly stated, all extra charges including minimum spend balances shall be paid on the day of the event
- If a person other than the client is responsible for payment of the charges, the client must notify The Company when making the booking.

Cancellation and Refunds policy

(please read carefully)

- If the client wishes to cancel the booking prior to an event, the client must give notice in writing by email to The Company.
- If notice is given by the client to cancel the booking at least: -
- 8 weeks prior to the event for a Mrs Fitzherberts Upstairs Exclusive, and the client has already paid the deposit / pre-authorisation amount, The Company will provide a refund of the full deposit/ release the pre-authorisation to the client.
- 4 weeks prior to the event for any Igloo Hire exclusive or sharer or general group table booking and the client has already paid the deposit / pre-authorisation amount, The Company will provide a refund of the full deposit/ release the pre-authorisation to the client.
- If notice is given by the client to cancel the booking with less than 8 weeks' notice or 4 weeks respectively according to the booking types given above, the deposit is

nonrefundable and pre-authorised amounts will automatically be taken from your account by the Company without any notification.

- The Company reserves the right to cancel the booking at its sole and absolute discretion without notice in the following circumstances:
- if the client fails to pay the deposit or any outstanding balances by the deadline;
- if, prior to the event, The Company reasonably considers that the nature of the event is different from the nature declared when the booking was made or The Company believes the event may bring the reputation of the venue into disrepute. [The client will not be entitled to any refund of charges already paid];
- if, prior to the event, The Company 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];
- if The Company is unable to carry out any of its obligations under the private hire contract due to circumstances beyond its reasonable control including closure of part or all of the venue (including the Brighton Beach Igloos) for any reason, including adverse weather conditions, we reserve the right to
- move the booking to another part of the venue or to another venue owned by the Company
- upon the client's agreement move your booking to a different available date
- if neither of the above options are feasible provide a full refund

The event

- Prior to the event, The Company and the client will together agree a door policy for the event. If the Company believes that the event merits additional security, only security staff provided by the Company can be used and this cost will be charged to the Client.
- No ticketed events are allowed in our venue without our prior knowledge and/or written confirmation of the booking manager.

- Subject to the client's compliance with its obligations under this private hire contract, The Company agrees to:
- 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
- provide the food and drink specified in the event details or as otherwise agreed between the parties in writing.
- The Company 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 Booking manager must be notified and may approve such request at its sole discretion.
- Wines, beers, spirits and other consumables are subject to availability and The Company reserves the right to provide alternative wine, beers, spirits and other consumables at the event without giving notice to the client.
- The client agrees:
- not to move any furniture in the venue without the prior approval of the Booking Manager or General Manager;
- not to permit any contractors and sub-contractors to enter the venue without the prior approval of the Booking Manager or General Manager;
- ensure that no damage is caused to the venue;
- ensure that its guests do not enter any area of the venue that is not allocated for the event;
- to allow The Company and its employees access to all areas used by the client during the event;
- 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
- to comply with all The Company's health and safety policies.
- if children attend their party to adequately supervise them, ensuring their safety and consumption of alcohol is prohibited, children U-18 must be off the premises by the latest 8pm to be in accordance with Licencing Obligations.
- The Company reserves the right to refuse admission to the venue or evict any visitor or guest who in its reasonable opinion is drunk.

Liability

- The client shall pay The Company 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 The Company as a result of said damage or disruption to the venue.
- The Company's liability will be limited to 100% of the charges paid or payable by the client under this private hire contract.
- The Company 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.
- The Company 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 circumstances beyond its reasonable control.
- 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

- 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.
- Any notices to be given under this private hire agreement must be made in writing and delivered by hand, by post to the address specified in the event details. All notices for The Company should be sent for the attention of the Booking Manager and General Manager.
- The client is not permitted to assign any of its rights and obligations under this private hire contract without the prior written consent of The Company, such consent not to be unreasonably withheld.
- 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.