



## **EVENT TERMS & CONDITIONS 2024**

### **Confirmation**

- The individual(s) who are named on the booking confirmation will be considered the Client and will be held liable in relation to the booking and any associated costs.
- Unless confirmed with a deposit all bookings are provisional and may be cancelled.
- Minimum spend requirements are applied to bookings. The relevant amount will be confirmed via email before the deposit is paid and the booking confirmed.
- If the minimum spend is not reached on the night, the client is then liable to pay to make up the difference. This will include the deposit, plus the remaining difference (if applicable).
- Final numbers, food pre-orders, and special dietary/access requirements must be received by Racks Bar and Kitchen at least 14 days in advance.
- Children under 16 must be accompanied by adults at all times.
- Racks Bar and Kitchen reserves the right to refuse admittance at all times or to remove any persons whose behaviour is considered inappropriate.

### **Deposits and Payment**

- To secure a booking, we require a deposit. The amount of this deposit will be confirmed via email.
- This deposit will be returned on the week following the event, except in the case of damage to Racks Bar and Kitchen as mentioned below, or failure to hit the specified minimum spend (where applicable).
- The remainder of all pre-ordered goods must be paid in full by cash, credit/debit card or bank transfer at least one week before the date of the event.
- A 10% service charge on food will be added to the bill.
- All further bills are to be settled on the night.

### **Cancellations and Alterations**

- All alterations and cancellations must be made in writing by replying to your confirmation email.

- Racks Bar and Kitchen can only guarantee space for the number of guests the deposit has been paid for. Any increase in numbers must be confirmed in writing by Racks Bar and Kitchen based on the availability.
- In the event of cancellation prior to the pre-order deadline, the deposit is non-refundable.
- In the event of cancellation, after the pre-order deadline the full balance is due as a cancellation fee.
- Any reduction in numbers within 7 days of the Client's booking will result in a loss of all monies paid and cannot be transferred to make other purchases.
- In cases of sickness, refunds are only applicable if government restrictions are in place.

### **Food & Beverage**

- Food pre-orders, and special dietary/access requirements must be received by Racks Bar and Kitchen at least 14 days in advance.
- When selecting dishes/menu, it is The Client's responsibility to select dishes that are suitable for their dietary requirements.
- It is The Client's responsibility to state all allergens for each guest when pre-ordering pre-order.
- If the Client has not submitted a pre-order within the time frames given a set meal will be served.
- Corkage is only available, subject to approval by the General Manager, and will be subject to a per bottle charge.
- No external food is permitted in the venue unless with prior agreement from management. In the case that this has been agreed, an allergen matrix must be provided 14 days in advance and there will be a supplement charge.

### **Venue policies**

- Last orders on a Sunday-Thursday at the Playroom Bar are at 22:45 - the bar closes at 23:00.
- Last orders on a Friday / Saturday are at 23:45 - the bar will close at 00:00.
- The Garden closes at 22:00. No drinks are allowed outside after this time.
- The ski lodge closes at 23:00.
- When guests leave the premises noise must be kept to a minimum and our staff reserve the right to ask your guests to leave the premises if they are not respecting our neighbours.
- If the Client is late for the booking the end time is not adjusted and so amount of time the Client has on the table will be reduced.
- We do not accept 18th birthday parties.
- We do not allow any small decorations such as confetti (or confetti filmed balloons). A clean up fee of £20 will be charged if brought into the venue.
- Racks Bar and Kitchen may take photographs of all parties and is entitled to use these images for promotional purposes unless specified in writing by the client in advance of the booking.

## **Liability**

- Racks Bar and Kitchen shall not be held responsible for any loss or damage to any property belonging to or brought onto the premises by any person, save as required by law.
- Racks Bar and Kitchen does not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to the services.
- Racks Bar and Kitchen are not liable for business losses. We only supply the services for domestic and private use. If you use the services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- The Client is responsible for the collection of all belongings within 48 hours of the event. After this time Racks Bar and Kitchen reserves the right to dispose of uncollected items.
- Racks Bar and Kitchen shall not be responsible for any loss due to mechanical breakdown, failure in electricity supply, flood, fire, government restriction or force majeure that may cause the premises to be temporarily closed or the event to be interrupted.
- The Client is responsible for all persons who attend the event and shall be responsible for any damage caused to the venue, its furnishings and equipment. The Client will be made aware no later than 3 working days after the event of any chargeable damage and an invoice will be raised.
- Racks Bar and Kitchen reserves the right to keep the security deposit in the event of cancellation and/or damage.
- The Client shall indemnify Racks Bar and Kitchen, its agents and employees and assigns from all/any liabilities, losses, damage, claims and expenses (including but not limited to legal expenses) of any nature relating to or arising out of the failure of the Client to perform or comply or procure compliance with the terms of their booking and their legal obligations generally.

**By booking with Racks Bar and Kitchen you agree to be bound by all terms and conditions as set out above.**