

Balls Brothers Terms & Conditions

General:

We, Balls Brothers Limited, grant you, the Client Company set out in the Event Booking Contract, permission to use the Function Room(s) at the Host Venue during the Event Times on the Event Date subject to the following terms and conditions:

i. The Booking Contract between you, the Client and us Balls Brothers Limited shall comprise the completed Booking Form and these Terms and Conditions. All bookings are subject to these Terms and Conditions to the exclusion of all others.

ii. A Booking is only confirmed once we issue a Booking Confirmation following receipt of the agreed Deposit, a completed Booking Form, completed Risk Assessment (if required) and a signed copy of these Terms & Conditions. Until this time your booking is provisional and we may cancel it, without liability, by sending you written notice of cancellation. If Police and Licensing respond to the Risk Assessment submitted in connection with the Event with anything other than low risk, we reserve the right to cancel the Event immediately without liability and the Deposit will be refunded to you.

iii. If there are any changes to your requirements you must notify us immediately and a new Booking Form and Venue Hire Terms and Conditions will be issued for your signature if necessary.

iv. Confirmation of final numbers of attendees must be given to the Event Manager or General Manager no later than 7 days before the Event, unless otherwise stated in the Booking Form. We reserve the right to levy additional charges if the number of guests exceeds the final number provided by you.

v. The minimum number of food covers per the Booking Form will be the minimum you will be charged and is not transferable. If the number of food covers exceeds the agreed minimum number of food covers per the Booking Form, notice must be given to the Event Manager or General Manager no later than seven days before the Event for which you will be charged. We reserve the right to levy additional charges if the number of food covers provided exceeds the final numbers of food covers provided by you. You shall be responsible for bringing to the attention of the Event Manager or General Manager any special dietary requirements of attendees at the Event and for any additional costs incurred by us in catering to such requirements.

vi. Under no circumstances may food or beverage be brought into the Host Venue, unless by prior agreement with the management. We reserve the right to impose a 'corkage' charge, which will be agreed with you in advance

vii. Cancellation policy

For events taking place between 15th November and 31st December (every year) inclusive, the cancellation policy shall be applied in accordance with clause vii (a) as follows:

a) If you cancel not later than 2 months prior to the Event Date the Deposit will be retained by us. If you cancel less than 2 months before the event, we reserve the right to retain all payments made and outstanding by you in order to cover our costs.

For all other events, the cancellation policy shall be applied in accordance with clause vii (b) (c) (d) as follows:

b) If written notice is received from you not later than 2 months prior to the Event Date requesting postponement and the rescheduled Event takes place within 6 months of the original Event Date, the Agreed Deposit may be applied to the rescheduled Event. However if you wish to cancel the event altogether we reserve the right to retain your deposit.

c) If written notice is received from you less than two months prior to the Event Date, requesting to reschedule or cancel the event, the Deposit will be retained by us.

d) If you cancel less than 14 days before the event, we reserve the right to retain all payments made and outstanding by you.

viii. Where Credit facilities and signed bespoke contracts have been agreed and authorised by Balls Brothers Limited the above vii. Cancellation policy may not apply and you will adhere to the agreed terms.

ix. Where a Minimum Spend has been agreed in the Booking Form, you shall pay the greater of this amount or the actual spend incurred by guests at your Event. Where a deposit has been taken, this shall be deducted from the Minimum Spend or the Actual Spend (whichever is greater), with the difference to be paid by You, in full, on the night, unless otherwise agreed in advance in writing

x. Where a Commission has been agreed with you, this shall be paid or credited to you after the Event has taken place and all final event payments have been received by us.

xi. We reserve the right to make a charge for Events that run outside the Event Times.

xii. We reserve the right to relocate your event to another area within the venue or another suitable venue operated by Balls Brothers Limited at our discretion without liability.

xiii. If, in our reasonable opinion, the nature of the event or the type of clientele is different from the Event Details as stated on the Booking Form, we may in our absolute discretion cancel your booking without liability.

xiv. We reserve the right to assign this Booking Contract to a third party in which they shall assume full responsibility for delivery of the Event and following such assignment your sole right of recourse in respect of the Event and this Booking Contract shall be against them and not us.

xiv. You undertake to comply (and to ensure that your guests comply) with all applicable laws, licenses, regulations and policies in force at the Host Venue from time to time, including, but not limited to, ensuring that no fire exits and routes are obstructed at any time.

xv. You may not use the Host Venue for any activities which are illegal, immoral, offensive or dangerous or which may become a nuisance to the owners or occupiers of any neighbouring properties.

xvii. We reserve the right to eject from, or refuse admission to, the Host Venue any visitor or guest deemed in the reasonable opinion of our staff or security personnel to be intoxicated, unruly, threatening, violent, dangerous or not compliant with the Dress Code. We will not in any circumstances permit the number of guests to exceed the capacity of the Host Venue. We operate a challenge 21

xvii. Any damage to, or theft of, property at the Host Venue (including, but not limited to, music equipment, furniture, fixtures and fittings and any other property of the Host Venue) caused by you or your guests will be charged to you at full replacement cost.

xviii. Security staff inside and on the door of the Host Venue will be provided by the Host Venue. You shall follow any specific security-related instructions that may be given by security staff at any time. Should you wish to bring in additional security for any reason, the Event Manager or General Manager must be notified at least 7 days prior to the Event and alternative arrangements may then be made at our discretion, for which additional charges may apply.

xix. Your contractors and sub-contractors may not enter, and shall not make any alterations to, the Host Venue without prior approval from the Event Manager or General Manager. Nothing may be fixed to walls, ceilings, floor or pillars of any room by nails, screws, drawing pins, tape or other means without prior written approval. You shall indemnify us against any costs or damages incurred through the use of equipment by you or your contractors at the Host Venue.

xx. To the fullest extent permissible by law, we accept no liability whatsoever for any loss, damage or injury to your property, or the property of your guests or any other persons for whom you are responsible.

xxi. All prices are subject to VAT at the current rate. A discretionary service charge may be added to your bill on the day of the event. Any such service charge is not included in the minimum spend.

xxii. Prices are subject to revision at any time in the event of any increases in our costs for hosting the Event (including, but not limited to, excise duty changes). Wines, beers, spirits and other consumables are subject to availability and we reserve the right to provide alternatives without notice. You shall indemnify us against all and any claims arising from the purchase of goods or services from a third party on your behalf.

xxiii. We shall not be liable for any delay or for the consequences of any delay in performing or failure to perform any of our obligations under any agreement with you if such delay is due to any cause whatsoever beyond our reasonable control (including, but not limited to, war, terrorism, industrial action, lock outs, strikes, accidents, fire, blockades, petrol shortages, severe weather or natural catastrophe).

xxiv. If the name of the client and the name of the person responsible for payment are different from the person, firm or company making the reservation, the Venue should be notified at the time of booking.

xxv. These Terms and Conditions shall be governed by, and construed in all respects in accordance with, English law.