



The Arches Dean Clough Ltd

Terms & Conditions of Booking

The Arches Dean Clough Ltd is hereafter termed 'The Company'.
These terms and conditions apply to all functions relating to all Events.

1. CONFIRMATION OF BOOKINGS

- i) The deposit is non-refundable and non-transferable upon cancellation or number reduction
- ii) Attendees will be strictly over 18 years old only
- iii) Where an Agent chooses to sign our booking form on behalf of a client it accepts responsibility, under our Terms & Conditions, for all participants, including any liabilities arising thereof.
- iv) Full payment will be required no later than SIX WEEKS before the function. Failure to pay within this time will result in the cancellation of the booking and the forfeiture of any deposit paid.
- v) If numbers should rise following this payment, the Company, will try to accommodate the additional guests but this will be at the Company's discretion.
- vi) If numbers should reduce after full payment no refunds shall be made.
- vii) If Pre-Ordering Drinks Packages after your initial Booking, the Drinks Order Form along with full payment must be received at least 14 working days before the party. Drink Orders received after this time will be confirmed at the company's discretion.
- viii) Your booking is not secure until your deposit payment has been received.

2. CHARGES

- i) The Client agrees to pay all charges on the due date.
- ii) All published ticket prices are inclusive of VAT, which has been charged at the current rate.
- iii) Some Card Payments may be subject to a processing charge.

3. CLIENTS USE OF THE PREMISES

- i) The Client and persons attending the function shall:
 - a) comply with all licensing, health and safety and other regulations relating to the premises.
 - b) not bring any dangerous or hazardous items onto the premises and to remove any such items promptly when requested to do so by a member of Company management or any other such authorised person.
 - c) not consume any food or drink on the premises not supplied by the Company or its authorised caterers, without the Company's prior written consent.
 - d) not act in any improper or disorderly manner, leave promptly at the appropriate time and comply with any reasonable request by the Company's employees.
- ii) Any person or item in breach of these conditions may be refused admission to or be removed from the premises.

4. CANCELLATION BY THE COMPANY

- i) The Company may cancel the bookings under the following circumstances:
 - a) If the premises or any part of it is unavailable due to circumstances outside of its control.
 - b) If the Client becomes insolvent or enters into liquidation or receivership.
 - c) To avoid breach of these conditions.
 - d) If it might prejudice the reputation of or cause damage to the Company.
- ii) In such an event, the Company will refund any advance payment made but will have no further liability to the Client.

5. CANCELLATION BY THE CLIENT

- i) All deposits are strictly non-refundable.
- ii) All balance payments made within six weeks of the event are non-refundable
- iii) If the Client cancels with written confirmation and has paid in full, the balance payment will be refunded when this is received over six weeks before the event.

6. LIABILITY

- i) The Company will be liable to the Client and/or persons attending the function for injury to persons or loss or damage to property only where and to the extent that it has been negligent but otherwise will be under no liability to them whatsoever.
- ii) The Client will be liable for any loss or damage to the Company's property including walls, light fittings and equipment (including items hired for their use) or injury to any person including the Company's staff and shall indemnify the Company against any loss or liability (other than the Company's liability in i) above) arising from the function.
- iii) The Client is advised to consider arranging insurance for the function covering public liability and loss or damage to its property and that of persons attending the function.

7. GENERAL

- i) The Company reserves the right to change any dish on the menu due to supply problems or if the condition and/or quality of any item falls below our high standards.
- ii) The Company will take all reasonable steps to fulfil the reservation to the best of its ability and in accordance with the details provided. However, it reserves the right to provide alternative services of at least an equivalent standard at no additional costs to the Client.
- iii) The Client shall not be entitled to assign the booking to any third party nor utilise the Company's facilities, other than for the purposes agreed.
- iv) The Company reserves the right to pass onto the client any additional costs incurred by them in respect of goods and services requested during the course of the function or caused by the Client not adhering to the agreed times of services.
- v) Whilst the Company has taken all reasonable steps to ensure that the information contained in its brochures, tariffs, leaflets and advertisements is accurate, it reserves the right to alter, substitute or withdraw any service, facility or amenity without notice if necessary.
- vi) Notwithstanding anything contained in these Terms, the Company will not be liable for any failure to perform its obligations to the Client in whole or part as a result of any of the following circumstances: a) Strikes b) Other industrial action(s) c) Fire at or near the premises d) Flood at or near the premises e) Civil unrest, dispute or commotion f) Act of God g) Legal action against the Company, not resulting from its negligence, preventing the supply of services
- vii) Written confirmation of the reservation shall be deemed to be acceptance of these conditions.
- viii) This agreement shall be subject to the law of the country in which the premises is situated.