

# **Christmas 2024 - Terms and Conditions**

#### **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.
- Final numbers must be received by Racks Bar and Kitchen at least 28 days in advance.
- 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 and are only allowed with the prior approval of management.
- 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 of £10 per person. This deposit will be taken
  off your final bill, except in the case of cancellations/alterations as mentioned below,
  damage to Racks Bar and Kitchen as mentioned below, or failure to hit the specified
  minimum spend (where applicable).
- Racks Bar and Kitchen reserves the right to withhold the deposit until post event to act
  as a security deposit. This would be confirmed in writing prior to booking and therefore
  would not be deducted from the final balance in this instance.
- The remainder of all pre-ordered goods must be paid in full by cash, credit/debit card or bank transfer at least 7 days before the date of the event.
- A 10% service charge on food will be added to bill.

### **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 per the venue's availability.
- Deposits are non-refundable in the event of cancellation.

- Final numbers must be received by Racks Bar and Kitchen at least 28 days in advance.
- Any reduction in numbers after the 28 day deadline, but prior to 7 days before the booking, will result in a loss of the relevant £10 per head deposits. Prior to this, deposits are redeemable against the booking.
- 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, 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 on the pre-order.
- If the Client has not submitted a pre-order within the time frames given, a set meal will be served.

#### **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.
- 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.
- 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.

#### 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 (where applicable) 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.