

**The Rose Banqueting Suites Terms and Conditions**

Thank you for choosing The Rose Banqueting Suites Ltd. Your booking constitutes a formal agreement to hire venue facilities on these terms and conditions. **1. DEFINITIONS**

1.1 We are The Rose Banqueting Suites Ltd (“we” or “us” or “the company” or “our”); provide venue hire and related products and services (“the services”). Our registered office is at Unit 4-5 Victoria Wharf, Dartford, DA1 5AJ 1.2 The “customer” (or “client”) is the organisation or individual who has booked or purchased the services. 1.3 “Services” are hall hire, bar, catering or any related product or service provided by the company. 1.4 The “event” means the banquet, conference or other event booked by the customer under agreement. 1.5 Any reference in this document to “writing” or “written” or related expressions include a reference to email, facsimile transmission or comparable means of traceable communication. 1.6 The “contract” means the company document with the customer’s bespoke event details signed by the customer for booking an event.

**2. PAYMENT/CANCELLATION/ DOWNGRADE**

2.1 Payment shall be made in accordance with the company’s prescribed terms. The contract will define any deposit due and payment of this. The company cannot guarantee performance of the contract should payments not be received by the dates due. If this is a booking by an individual or a booking from a UK private company or partnership, an invoice can be issued if requested, but payment must be received by in full at least 2 months prior to the event unless an alternative agreement has been made in writing. 2.2 VAT is charged at the Standard Current Rate published by the Government. 2.3 A confirmed booking will be based **both** on (i) Receipt of the signed Contract and Terms & Conditions, **and** (ii) The required “minimum non-refundable deposit” (at least 25% of the Contract Sum). 2.4 The initial deposit once paid is non-refundable upon cancellation, but may be transferrable to an alternative date within 1 month of the date of cancellation subject to availability and the manager’s discretion. Please note a minimum administration fee of £250 will be applied in this scenario. 2.5 A pending booking will be based upon the receipt of either the “minimum non-refundable deposit” **or** receipt of the signed Contract **and** Terms & Conditions. Cancellation terms relating to Pending Bookings are the same as those that apply to Confirmed Bookings, as outlined in 2.7. If another client wishes to book a date where there is an existing pending booking, the client with a pending booking will be notified and given a 24 hour opportunity to fully confirm their booking. Should the customer with a pending booking fail to confirm their booking within the 24 hour notification period, the Company reserve the right to sell the event date in question to the new client. Should the company re-sell the pending event date to another customer, any deposits placed with the Company will be refunded minus a £250 administration fee. 2.6 In the event of late payment of any money due to the company under these terms (including without limitation any monies found owing to the company under any other clause of these terms) the customer shall pay interest accruing from day to day calculated at an annual rate of 10% above the base rate of the Bank of England on all such money overdue from the customer from the date for payment until the actual date of payment. In addition, the customer shall pay all costs and disbursements incurred by the company in recovering fees which are paid late or disputed. Further, the company reserves the right to suspend all or any part of the services (whether under this or any other contract between the customer and the company) until payment in full of all monies due to the company. 2.7 **Changes** - Especially **Downgrading** of Venue OR options (e.g.catering etc..) taken is NOT permitted. Clients are strongly advised to book for their minimum requirements and upgrade or request additional items AFTER their initial booking. The Company may offer substitutions, but these are subject to the Manager’s Discretion and availability. 2.8 **Cancellation by the Client:** In case of Cancellation, the Customer should notify the Company **in writing** as soon as possible, with the reasons for cancellation. The **date** of cancellation will be the date that a written notice of cancellation is received by the company. Cancellation fees are set out in the table below:

Number of Months’ Notice Given Prior to Event Date	Cancellation Fee
Less than 3 months	100% of total contract price
Between 3-6 months	75% of total contract price
More than 6 month	50% of total contract price

2.9 **Cancellation by the Company;** the company reserves the right to at all times and without liability to the customer cancel the booking if it appears to the company that – a) The customer is in material breach of the terms of the hiring agreement, including the standard conditions. b) The customer has failed to provide cleared funds for any payments due at the times stipulated by the hiring agreement. c) The advertising or proposed conduct of the event is open to reasonable objection. d) Circumstances arising by which the event gives rise to risk of damage to the premises or other property owned by the company. e) The event is a type substantially different from that stated in the hiring agreement. f) The customer has signed the contract on behalf of a third party without disclosing the same to the Company at the time of signing the contract g) The customer has, by way of novation or otherwise and without a prior written agreement with the company, assigned the rights to any third party/parties. Should it be necessary for the Company to cancel the booking for any of the reasons listed above [2.7 (a) – (g)], the customer will be responsible for paying the Company 100% of the Contract Sum, plus interest on overdue amounts (as outlined in 2.5), as well as any expenses sustained by the company in order to recover the monies (including legal action).

### 3. EXCLUSIVE AND NON-EXCLUSIVE BOOKINGS

3.1 The customer may have the option to book an 'exclusive hire'. If this is booked, the field 'Exclusivity?' will have a 'Yes' next to it on the front page of the client's contract. If this is not booked, the option 'Exclusivity' will have a 'No' next to it on the front page of their contract. Exclusive Hire means that no other client will be allowed to book any other suite in the venue on the same day as the client's event. It does **not** give the client use of any ballrooms or suites other than those mentioned on the contract.

3.2 In the case of a 'non-exclusive hire', the company reserve the right to book another event in the venue on the same day as the client's function without notifying the client.

### 4. HEALTH AND SAFETY

4.1 The customer shall comply with all health and safety legislation. The customer shall comply with all health and safety emergency procedures and instructions notified to the customer by the company. It shall be the customer's responsibility to notify the guests, contractors, staff and agents of these procedures and instructions and ensure their compliance. 4.2 Fire Exits, passageways and gangways to emergency exits must be kept clear at all times. This regulation is rigorously enforced in

the interests of the health and safety of all. 4.3 Any guest with drug-related problems, disorder, drunkenness and anti-social behaviour will be escorted out of the premises

### 5. SMOKING

5.1 Smoking is strictly forbidden anywhere on the premises. Smoking is only allowed in the designated area outside the building. 5.2 All cigarette butts must be placed inside the designated cigarette bins.

### 6. HIRE TIMES

6.1 All hire times must be adhered to – unless otherwise agreed **in writing** with the management of the company. The company does not take any responsibility due to the changes it has to make as a consequence of the customer not complying with the hire times. 6.2 The company accepts no responsibility neither can it be held liable in any way whatsoever for delays howsoever caused. 6.3 The customer and their guests may have access to the premises between the "Start Time of Function" and "End Time of Function" stated in the contract. The customer may not alter the starting time of the event without the company's prior consent and the event must end no later than the end time. 6.4 The customer's suppliers may have access to the premises from the "Access Time" stated in the contract. In addition to this, the customer's suppliers have an additional hour after the "End Time of Function" to vacate the venue. 6.5 Any additional time must be paid on the day at the hourly rate quoted on the contract at the discretion of the management per single

ballroom/suite booked. 6.6 The customer must strictly adhere to the timetable to ensure that there is no consequence on other bookings. The company cannot be held responsible for any changes that may be made due to the customer and/or its agents failing to adhere to the agreed time slot.

### 7. EVENT DETAILS

7.1 The company will provide an Event Coordinator to the customer with their booking. All clients must finalise details of their event, including any external caterers / suppliers, floor plan arrangements, size and position of dance floor and staging, and event timings/itinerary **no later** than 2 months prior to the event date. If the booking is made less than 2 months prior to the event date, these details must be finalised within 2 weeks of the booking date. 7.2 Changes to these agreed details less than 2 weeks prior to the function date may result in additional charges. 7.3 The company is not liable to provide any item(s), staff or service(s) to the client that have not been confirmed **in writing** by the Company to the client. The company will not be liable for failing to provide items that have only featured in verbal discussions and/or agreements.

### 8. BAR / ALCOHOL

8.1 The premises will be licensed for the sale and consumption of beers, wines, spirits, cider and soft drinks. The customer may bring in bottles of their own drinks however a corkage fee will be charged accordingly and must be paid in advance in cleared funds before any drinks are served from the bar. 8.2 If the customer is serving their own alcoholic beverages, they must ensure that trained bar staff are hired for the event who seek

appropriate age verification ID for any guest who is deemed to be under 21. 8.3 Any drinks brought to the venue without consent will be confiscated

### 9. CATERING

9.1 The customer may use an external caterer provided they have been approved by Meridian Grand and are an established and professional organisation specialising in large-scale catering. The caterer must have a minimum FSA rating of 3 out of 5. All food handlers must be in possession of a Level 2 Food Hygiene Certificate. The caterer must also have public liability insurance cover of at least £10million and transport the food to the venue in an appropriate refrigerated vehicle. 9.2 All caterers must sign the 'Meridian Grand Supplier Guidance' document in order to work within the venue. 9.3 The customer may not bring any edible goods onto the premises that have been prepared privately i.e. in a domestic kitchen. 9.4 When the customer hires the Grand Ballroom, the Grand Ballroom kitchen is included with their contract. When the customer hires the Meridian Ballroom, the Meridian Ballroom Kitchen is included with their contract. Use of the Meridian Ballroom kitchen when only the Grand Ballroom has been hired, or vice versa, will result in additional charges to the client. 9.5 The Kitchen is included in the room hire charges for the purposes of heating and serving only. If the kitchen is to be used for full

cooking purposes, an additional charge may be payable. 9.6 The company does not take any responsibility for the services provided by external caterers. 9.7 The customer is responsible for ensuring that their caterer and service staff remove all food, drink, service items and rubbish from the

main areas, otherwise cleaning and extract costs will be incurred. 9.8 If any equipment or property is damaged, broken or misused by the customers or their caterer, the customer will be liable for the value of its replacement. In addition, if the damage to the property or equipment impacts other bookings then the customer shall also be responsible for such consequential loss.

#### **10. SUPPLIERS**

10.1 All suppliers must have public liability cover of at least £5million. 10.2 Any suppliers associated with the event bringing in their supplies or equipment does so at their own risk. Meridian Grand takes no responsibilities of any damages or loss. The customer must ensure they have liabilities cover in case of any claim due to its malfunction or any accidents resulting from its operation. 10.3 All suppliers must sign the 'Meridian Grand Supplier Guidance' document in order to be allowed to work within the venue. 10.4 Meridian Grand reserve the right to restrict suppliers from working within the venue should they not follow the venue guidance. 10.5 If any equipment or property is damaged, broken or misused by the customers or their suppliers, the customer will be liable for the value of its replacement. In addition, if the damage to the property or equipment impacts other bookings then the customer shall also be responsible for such consequential loss.

#### **11. ELECTRICAL APPLIANCES/EQUIPMENT**

11.1 All electrical appliances, equipment or fittings brought in by the customer must have a PAT certificate/label issued within the last 21 months and must be presented to the Duty Manager before use. 11.2 The company shall not be liable for any damage occurring to these items by reason of their removal, nor will the company be responsible for their subsequent safekeeping or storage.

#### **12. CLEANING**

12.1 The cost of a general clean is included in the contract price. Additional cleaning charges will apply for the removal of food and drink waste left in the ballrooms and kitchens, chewing gum, carpet stains, cigarette stains and confetti. The cost of such extra cleaning is to be paid by the customer in any event (minimum £250). 12.2 The customer shall ensure that suppliers hired by them for the event shall keep the premises clean and free from rubbish and any debris is removed from the premises and if not removed to the company's satisfaction, then the company will be entitled to arrange for the removal at the expense of the customer. 12.3 The customer shall ensure that at all times equipment, decorations, DJ equipment and all goods brought in by them or their suppliers are removed at the end of the hire period unless otherwise agreed with the management.

#### **13. DAMAGES**

13.1 The deposit of £500 will be used towards possible damages. This deposit will be refunded after the event if there are no damage expenses. Should the damage be in excess of £500 then the customer will be liable to pay such additional amount. 13.2 The cost of damage expenses will be deducted from the deposit paid by the customer. The customer will be responsible for all repair costs plus any loss resulting from loss on bookings, including incitement to a third party that results in any loss (for example; sick, spillage, fabric tears, cigarette burns, chewing gum, carpet stains, confetti etc.) 13.3 The customer shall be responsible for any losses or damages sustained by the company in respect of premises, furnishings, utensils, fixture/fitting or equipment, whether the same is caused wilfully or by negligence or default and shall be liable for the cost of replacement or repair plus compensation for the loss of business cost thereby.

#### **14. SECURITY**

14.1 The company will provide basic security personnel (SIA registered). The customer will have to pay for any additional security personnel. 14.2 The company reserves the right for security purposes to stop and search any person, object or package entering the premises and shall be entitled to refuse to allow any person, object or package to enter the premises which the company reasonably considers to be a risk to the safety or the security of the premises or the people in it. 14.3 The company reserves the right to refuse admission if customers are believed to be under the influence of alcohol or drugs and the admission could be harmful to themselves or others or they pose a risk of nuisance to the premises or the people in it. 14.4 The company reserves the right to eject any person or item from the premises at any time and for any reason.

#### **15. FORBIDDEN ITEMS**

15.1 The following are excluded from admission to the building –  
a) Explosive materials, Sparklers and Fireworks b) Live animals (except Guide Dogs) c) Motorbikes d) Any illegal substances or drugs e) Any illegal weapons f) Chewing Gum 15.2 No chalk, polish, paint or other preparation is to be applied to the floor, walls, ceilings, equipment, fixtures or fittings. No drawing pins, staples or other fixed items are permitted on the walls, tables, ceiling, floor, equipment, fixtures or fittings. Use of canned string sprays, foam, glitter, confetti etc. is strictly forbidden within the venue and premises. 15.3 Plastic, Paper or Polystyrene Crockery, Cutlery & Glassware is not permitted for front of house use by clients / guests 15.4 Any customer found disobeying these rules will have their contract terminated immediately and/or may be liable for further charges.

#### **16. ATTENDANCE**

16.1 The customer must advise the company of the maximum and minimum numbers of guests expected to attend, at least 2 months prior to the event to deal with staff requirements, to ensure the safety and good order of persons admitted and also to prevent unauthorised admission during the period of hire. Any additional guests may be charged on a pro rata basis at 20% above the agreed contract price.

#### **17. CAR PARKING**

17.1 Complimentary car parking facilities are provided, however, cars and items left in parked cars are at the owners' own risk. Parking on double yellow lines outside the property or blocking any other businesses may result in clamping or removal of the vehicles. 18.

#### **CLOAKROOM & VIP (BRIDAL) SUITES**

18.1 A cloakroom and Cloakroom Attendant facility is available if included in the customer's contract. All items are left at owners' own risk. The company accepts no responsibility for any theft, loss or damage of items. 18.2 VIP (Bridal) Suite(s) are available if included in the customer's contract. All items are left in the VIP suite(s) at owners' own risk. The company strongly recommends that clients lock the VIP suite(s) when they are not in use. The company accepts no responsibility for any theft, loss or damage of items left in the bridal suites.

## 19. GRATUITIES

19.1 The Contract Sum includes a discretionary service charge of 6%, which is distributed to staff involved with organisation and delivery of the event. 19.2 The company does not permit the customer or suppliers to the customer to give any money or items of monetary value directly to the company's staff. The company reserves the right to cancel the booking whilst retaining the full contract value if customers are found to be in breach of this. The company also reserves the right to take disciplinary action with any of the staff involved.

## 20. GENERAL

20.1 No contract exists between the customer and the company for the supply of the services until we have received and accepted the customer's order and the signed contract. Once the company does so, there is a binding legal contract between the company and the customer. 20.2 The company reserves the right to refuse any application to hire the premises without assigning a reason. 20.3 The customer must not allow any persons, other than those attending the event to use the premises. The company reserves the right to separately hire any other part of the building at any time, unless an 'Exclusive Hire' option has been selected by the client. 20.4 If in the opinion of the company, either the customer or any of its invitees, guests or representatives act in a manner considered to be prejudicial to the good name of the company, including the orderly vacation of the premises at the end of the hire period, the company has the right to take whatever steps thought necessary including the termination of hire. 20.5 The company requires knowing of any proposed third party contracts for entertainment or services for a function and reserves the right to prohibit the same. The company does not accept any responsibility for third party contracts. 20.6 The company reserves the right to determine the level of noise at a function and the customer is obliged to adjust to this level. 20.7 The company may make any changes to the services which are necessary to comply with any applicable safety or other statutory requirements, or other changes in trade or professional practice provided they do not materially affect the nature or quality of the services and we advise the customer accordingly. If the customer is a consumer their statutory rights are not affected by these terms and conditions. 20.8 It is highly recommended that the customer has adequate Public Liability Insurance with a minimum cover of £5 million through a reputable provider. This is normally covered by an Event Insurance package. 20.9 If requested by the customer, The Rose Banqueting Suites will provide a dance floor and staging solution for the event. Should the customer, for any reason whatsoever, wish to arrange for their own dance floor and/or staging solution then they will have to do so at their own costs.

## 21. REGULATIONS

21.1 The customer shall not:

- a) Make any alteration to the structure, internally out, fittings, decorations or furnishings of these premises.
- b) Do anything, or fail to do anything, which might offend or be against any law, statutory regulation or any conditions, requirements and regulations of the company or which might in any way imperil any license or statutory or other consent granted in respect of the company.
- c) Issue any ticket of admission except those provided or approved by the company.
- d) Publish, display or erect any advertisements, poster, programme or literature which may be reasonably considered by the

company to be in bad taste, obscene or harmful to the reputation of the company. e) Do or say anything which may injure or tend to injure the company's reputation or which may break or infringe any license, statute,

by-law or regulation. 21.2 The customer shall be responsible for the orderly and safe conduct of the event, for ensuring that they, their contractors or agents (or their employees or guests) do nothing that to interfere with any other persons use or enjoyment of the premises, nor anything that causes nuisance, is an infringement of or renders possible the forfeiture of the company's licenses for the sale of intoxicating liquor or for music and dancing or other permissions attaching to the premises or part of it. 21.3 The company reserves the right to make additional changes as a result of:

- a) Changes and additions ordered by the customer after acceptance of the company estimate, proposal and schedule
- b) Increases in the costs of materials, equipment or other services necessary for the completion of the contract. Any such charges

will be advised to the customer in writing or such other form as appropriate and agreed between the parties. 21.4 If for any reason the customer has a complaint this should be notified to the company immediately which will do all it can do to help. Any written information made available to the customer by the company shall be deemed to be incorporated herein and in the event of a dispute these terms and conditions will prevail. 21.5 The company shall not be responsible for any accidents, accidental death or damages affecting the customer's goods or invitees'

during the use of the property hereby authorised. 21.6 The company shall not be liable for its failures to fulfil any of its contractual obligations if such is caused by reasons beyond its control. 21.7 Proposals and contracts may contain confidential information provided by the customer. The company agrees not to convey such information to any third party, save for otherwise required by law. Similarly, the customer proposal may contain concepts, notions and designs specifically prepared for the customer. The customer undertakes not to disclose or use contents or part thereof except with the prior written approval of the company. 21.8 Except in respect of injury to or death of any person (for which no limit applies) the liability of the company for the booking in respect of each occurrence or series of connected occurrences shall not exceed the value of the contract. Notwithstanding anything else contained in the contract, the company shall not be liable to the customer or any third party for loss of profits or contracts or any indirect consequential loss arising from negligence, breach of contract or howsoever.

## 22. LAW AND JURISDICTION

22.1 No variation may be made to these terms and conditions without our written consent. 22.2 This contract is governed by the Law of England and Wales, and is subject to the exclusive jurisdiction of the Courts of England.

### **23. EXCLUSIONS/LIMITATION OF LIABILITY**

23.1 Nothing in these terms in any way excludes or restricts our liability for negligence causing death or personal injury or for fraudulent misrepresentation or for anything which may not legally be restricted. Nor does it affect consumer's statutory rights. This section (and any other terms excluding or limiting our liability) applies to our Directors, Consultants, Officers, Employees, Subcontractors, Agents, Parent, Subsidiary and Affiliated Companies as well as to the company. 23.2 The company warrants to the customer that the services will be provided using reasonable skill and care. 23.3 The company does not accept liability for any loss or damages during an event/s. 23.4 Any claim for damages by either party shall be limited to a sum equal to the fees payable to the company under the contract. 23.5 During the period of hiring, the customer shall be responsible for all damages, losses, claims and costs arising out of their use of the premises and shall indemnify the company from and against any expense, liability, loss, claim or proceedings including claims for personal injury to or the death of any person whatsoever arising out of the course of or caused as a result of hiring except where due to the negligence of the company. 23.6 Meridian Grand will not be liable or be held responsible in any manner whatsoever should the booking be cancelled by them as a result of circumstances beyond their reasonable control. Such instances include but are not limited to natural disasters, power cuts, unforeseen maintenance work, unexpected closure etc.

### **24. ENTIRE AGREEMENT**

24.1 These Terms & Conditions accompanied by the contract constitute the entire agreement between the customer and the company in connection with the customer's booking, purchase or use of the services. Any failure by the company to exercise or enforce any right or provision of these terms and conditions shall not constitute a waiver of such right or provision if any provision of these conditions is found by accord of competent jurisdiction to be invalid, the parties nevertheless agree that the Courts should endeavour to give effect to the parties' intentions as reflected in the provision and that other provision remain in full force and effect.