

## Terms & Conditions for Shared Christmas Parties 'Christmas at the Spiegeltent' 2018

**These Terms and Conditions apply to all shared Christmas parties ("Event") hosted by Christmas at the Spiegeltent, a trading name for Handmade Events Ltd ("Organiser") and the Christmas party booker ("Client").**

### 1. Booking Terms

- 1.1. All ticket prices quoted are exclusive of and subject to VAT. Any price shown to be inclusive of VAT is calculated at the rate of 20% and is subject to change should the prevailing VAT rate change.
- 1.2. A provisional booking will be held for seven days, within which time the booking must be confirmed in writing after which an invoice for 30% deposit will be raised. The Organiser must receive the deposit within 14 days to secure the booking, or the booking will be released.
- 1.3. A booking will only be accepted and confirmed by the Organiser on receipt of the applicable deposit. Receipt of said deposit by the Organiser constitutes acceptance of these terms and conditions.
- 1.4. If guest numbers should increase following the initial booking, the Organiser will try to accommodate additional guests added to the booking, but this will be **subject to availability of extra tickets and at the Organiser's discretion.**
- 1.5. The Client must confirm final numbers of guests at least 8 weeks before the event or additional tickets will be released and resold.
- 1.6. Any changes made to a confirmed booking may only be made with the permission of the Organiser.
- 1.7. The Organiser must receive the final balance at least 8 weeks prior to the Event. Non-payment of the final balance by the date due will result in cancellation of the booking and the forfeiture of any deposit paid
- 1.8. We regret that we are unable to make any changes to your booking, menu choices or wine order on the day of the Event.

### 2. Booking Cancellation and Refunds

- 2.1. Deposits are non-refundable and non-transferable in any circumstance.
- 2.2. Cancellations (both full party cancellation and individual guest cancellations) can only be made by the Client and must be made in writing, either by email or post. We cannot accept cancellations over the telephone.
- 2.3. Cancellation charges and refunds will be calculated as follows:  
If you cancel more than 56 days prior to your Event date, we will refund 100% of the ticket price, less the deposit.  
If you cancel more than 28 days but less than 56 days prior to your Event date we will refund 50% of the ticket price, less the deposit.  
If you cancel 28 days or less prior to your Event date no refund will be given
- 2.4. Exceptions may apply to clause 2.3 for large parties attending a Shared Party and have booked more than 200 tickets whereby the Organiser shall implement a cap on the minimum amount of tickets that may be refunded due to cancellation. This will be outlined in written email correspondence by the Organiser at least 8 weeks before the event.

### 3. Menu and Drinks Pre-orders, and other party upgrades

- 3.1. There is a set menu for the Event, with a vegetarian alternative. A special dietary menu for all other dietary requirements is available upon request. A surcharge may apply for kosher meals, as these must be purchased from an external supplier.
- 3.2. Menu choices must be received no later than 14 days prior to your party date. If menu options are not made before the Event, the set menu will be served. The Organiser cannot guarantee that changes or special requests can be accommodated after this deadline but will endeavour to accommodate any late menu requests where reasonably possible.
- 3.3. The Organiser reserves the right to make changes to the advertised menu in the event of shortages in the supply of particular items and will endeavour to ensure any substitutions are to an equivalent standard or better.
- 3.4. All drinks packages are quoted are inclusive of VAT, which is calculated at the rate of 20%, and are subject to change should the VAT rate change.
- 3.5. When pre-ordering drinks, tokens or any other drink packages, full payment must be received at least two weeks prior to the Event. The Organiser will make every effort to accommodate any orders placed after this time but cannot guarantee this will be possible.
- 3.6. Should you wish to order drinks tokens the Organiser will supply them at the Event.
- 3.7. Drinks tokens cannot be purchased at an Event.
- 3.8. Any drinks tokens purchased are non-refundable after the Event, cannot be exchanged for cash at the Event, and are only valid for the year purchased.
- 3.9. At an Event, should you have any queries or issues regarding your beverage order, this must be brought to the attention of a member of staff at the Event, as any issues not raised on the evening cannot be dealt with after the Event. We advise you take your beverage invoice as proof of purchase on the evening.
- 3.10. The Organiser operates a strict alcohol policy and will not serve alcohol to anyone under the age of 18. The Organiser reserves the right to request to see an official form of identification for anyone believed to be under the age of 18. If no identification is provided, the Organiser reserves the right to remove said person from the premises if believed to be consuming alcohol.
- 3.11. The Client, or any of its guests may not, under any circumstances, bring their own beverages to the Event.
- 3.12. It is against our licence to allow beverages to be removed from the premises.

### 4. Miscellaneous

- 4.1. The Organiser will not be held liable, nor except any liability, for cancellation or non-completion of an Event, or for any delays, arising as a result of, but not limited to:
  - i. strikes, riots or lockouts affecting any Event
  - ii. adverse weather conditions, fire, flood, Act of God or any other cause beyond its control, at or near the premisesSubject to clause 4.1, the Organiser may cancel a booking, and will refund any advance payment made, or alternatively arrange for the booking to be transferred to another Event, if it is deemed that the date of the Event booked is no longer viable.
- 4.3. The Organiser will make all reasonable endeavours to honour commitments but reserves the right to amend or alter all or part of the Event package (as described on our website or in our Event brochure) to at least an equivalent standard.
- 4.4. While the Organiser has taken all reasonable steps to ensure that the information contained in its Event brochure, on its website and within all advertisements is accurate, it reserves the right, without accepting any liability, to amend or alter all or part of the package in the event of an error or omission.
- 4.5. The Organiser reserves the right to refuse admission, and/or to remove from an Event, any person due to their conduct/behaviour. The Organiser will not accept any responsibility, or be held liable, for anyone prevented from entering the Event, or asked to leave the Event, due to that person:
  - i. acting in an improper or disorderly manner or whose condition in the opinion of the Organisers staff interferes, or is likely to interfere with, the enjoyment of the function by other participants.
  - ii. bringing or using dangerous, illegal or hazardous substances or items on the premises
  - iii. bringing their own food or drinks to the premises without the prior permission of the Organiser
  - iv. not adhering to the appropriate dress code for the Event, as published within the Event brochure and on party tickets
- 4.6. **All Client's and their guests attending the Event, and any organisation said Client may be attending with, will be liable for any loss or damage to the Organiser's property (including items hired by the Organiser) or injury to any person (including the Organiser's staff) arising from their conduct at an Event, and shall indemnify The Organiser against any loss or liability.**
- 4.7. The Organiser will be liable to any person attending an Event, for personal injury or loss or damage of personal items, only where the Organiser has been negligent, but otherwise will be under no liability to them whatsoever.
- 4.8. The Organiser accepts no responsibility for loss or damage to any vehicles whilst on our premises, surrounding areas or near by car parks.

### 5. Legal Matters

- 5.1. These Terms and Conditions are governed by English Law and in the unlikely event of a dispute, the parties shall submit to the exclusive jurisdiction of the English Courts. The liability of the Organiser in respect of any breach of these Terms and Conditions, including any applied Terms shall not extend to any consequential loss whatsoever suffered by any attendee or any associated company.
- 5.2. Event, dates and timings published are subject to License approval.