



**MILL HOLDINGS (ST. BRELADE) LIMITED  
TRADING AS THE BOAT HOUSE**

**TERMS AND CONDITIONS FOR FIRST FLOOR EVENTS**

**(REVISED JULY 2006)**

**In these Terms and Conditions:** “TBH”, “we” or “us” is Mill Holdings (St. Brelade) Limited trading as The Boat House, 47 Esplanade, St Helier, Jersey JE1 0DB; “Premises” and the trading address of TBH is One North Quay, St. Aubin, Jersey, JE3 8BS; “Organiser” or “you” is the Company or other individual intending to host an Event on the First Floor of TBH and is identified at the end of these Terms and Conditions; “Event” is the function that the Organiser is intending to hold at TBH.

When you make a booking with us, it is important that us and you know clearly who is responsible for what. This contract sets this out.

**1. Who is this contract between?**

This contract is between us and you, not any other person or organisation you may book events, meals or facilities for. You accept responsibility for paying all charges, including any extra charges arising under this contract. You may not transfer your rights under this contract to any other person or organisation.

**2. Making a provisional booking**

TBH agrees to you making a provisional booking. You may cancel provisional bookings without penalty. However, unless the provisional booking is confirmed within 5 working days of it being made and in accordance with these terms, the booking will be released to other potential customers of TBH.

**3. Obtaining confirmation of the booking**

TBH will confirm your booking only on the basis of:

- 1) these terms signed by you;
- 2) an Event Schedule signed by you; and
- 3) receipt from you of the correct deposit within 5 working days of the provisional booking being made but within 48 hours if the date of the Event is less than 5 working days from the date of the booking.

The Event Schedule will state the nature of the event, meals and other facilities which you have booked, and it should include a clear statement of any other arrangements which have been agreed between you and TBH. It is your responsibility to ensure that the Event Schedule properly sets out what you have ordered prior to signing and returning it.

You shall use the Premises only for the purpose(s) set out in the Event Schedule or such other purpose(s) as may be agreed by us in writing.

**4. Making payment**

Payments can be made by cash, credit card or cheque (supported by a valid bank guarantee card). We regret that we do not set up credit accounts.

Payments must be made as follows:

- A non-transferable and non-refundable deposit of 50% of the cost of the Event within 5 working days of the provisional booking being made.
- The balance of the cost of the Event must be paid 6 weeks prior to the event, with any additional charges incurred being paid at the end of the Event. If you do not pay the additional charges in full at the end of the Event, interest will be charged on the amount outstanding at 4% above Nat West Bank base rate.

If payments are not received in accordance with the above timetable, TBH will contact the Organiser to make the relevant payment within a further 2 working days. If payment is not received by 5pm on the second day, TBH will release the booking and retain any monies received.

For bookings made within 6 to 3 weeks of the date of the Event, full payment is required within 5 working days of the booking.

For bookings made within 3 weeks of the date of the Event, full payment is required on the day of the booking.

## **5. Altering your booking**

Any amendment to the arrangements listed in the Event Schedule must be notified verbally to us at the earliest opportunity and immediately confirmed by you in writing. If you alter your arrangements, we will send you a new Event Schedule to sign, so that you know just what you have booked and what you are responsible for. The Event Schedule will set out the nature of the event, meals and other facilities which you have booked and agreed with us. It will include details of any extra facilities which we may have agreed, and of any items you have cancelled but must pay for in accordance with these terms. Each new Event Schedule issued and signed by you and us will replace any previous Event Schedule.

If you ask for any additional drink, food or other facilities, we will use our best efforts to provide them but we cannot guarantee that we will be able to meet your requests. You should contact TBH about possible increases in numbers or extra facilities as soon as possible.

## **6. Finalising the details of the booking**

You must confirm timings, menus and any special food requirements 21 days before the Event otherwise we cannot guarantee to meet your requirements.

The final number of guests attending an Event must be notified to TBH at least five working days prior to the Event. For an Event where prices are based on a cost per person, the overall cost will be based on the greater of the actual number of guests attending and the guaranteed minimum number agreed with the Organiser.

## **7. Arrival and departure times**

Arrival and departure times will be set out on the Event Schedule. The Premises will be available only for the time shown on the Event Schedule. Extensions will be possible only with our agreement and we may charge you accordingly.

Without our prior agreement, tables must be vacated by 5pm for an Event at lunchtime to allow us to set tables for the evening service. The Restaurant is licensed until 1am for an Event in the evening.

## **8. Prices**

All prices in our information pack are correct at the time of going to print, errors and omissions excepted. TBH reserves the right to amend prices should costs increase substantially due to seasonal fluctuation, for which prior notice will be given.

TBH reserves the right to pass onto the Organiser any additional costs incurred by us in respect of goods and services requested during the course of the Event or caused by the Organiser not adhering to the agreed times as set out in the Event Schedule.

## **9. Cancellation**

In the unfortunate event that you have to cancel or postpone your confirmed booking, TBH must be verbally advised as soon as possible as this must be confirmed in writing.

On cancellation and in any case, the deposit is non-transferable and non-refundable. If cancellation or postponement occurs within 21 days of the date of the Event, the balance of the payment will be due and no allowance can be made.

You must pay in full for all drinks, meals and other facilities you book and do not cancel within the timescales set out in these terms, whether or not you use them.

## **10. Changes or cancellations by us because of events beyond our control**

We have the right to alter or cancel any booking that we cannot keep for the following reasons:

- to avoid a breach of these conditions
- where TBH has reason to believe that the Event might prejudice the reputation of or cause damage to TBH.
- any other cause which was beyond our control, as long as we could not have avoided the effects by taking reasonable steps.

In the event of such cancellation we will use all reasonable efforts to offer you an alternative and any deposit already paid shall be refunded to you. However, TBH shall not be responsible or required to pay compensation for any loss incurred by you as a direct or indirect result of such cancellation.

## **11. Services provided by someone other than us**

The written prior consent of TBH must be obtained if you wish to contract directly for the services of a third party in connection with the Event.

If you ask us to arrange for a service to be provided by a third party, TBH will only act as an agent for you. Any resulting contract is between you and the person or organisation providing the service.

For the purposes of this contract, we will treat these person(s) or organisation(s) as visiting you at the Premises.

## **12. Health and Safety at the Event**

The Organiser and persons attending the Event shall:

- comply with all licensing, fire, health and safety and other regulations relating to the Premises.
- not bring any dangerous or hazardous items onto the Premises and to remove any such items promptly when requested to do so by an employee of TBH.
- not consume any food or drink on the premises not supplied by TBH without the TBH's prior written consent.
- not act in any improper or disorderly manner, leave promptly at the appropriate time and comply with any reasonable request by TBH's employees.

Any person or item in breach of these conditions may be refused admission to or be removed from the premise

You must ensure that a representative of the Organiser must be on-site at the Premises throughout the Event.

You and your guests shall comply with all reasonable requests and directions of the staff of TBH.

**13. Loss or Damage to property**

You shall be liable for any damage to the Premises or any other property or equipment of TBH caused by you, your employees, any person visiting you or any other person attending the Event with your consent (express or implied) and the cost or estimated cost to TBH of making good any such damage shall be paid by you to TBH immediately on demand.

You should make sure that you are fully insured against all losses or liabilities referred to in this clause including public liability and loss or damage to property. We reserve the right to refuse to accept any booking without proof that you have enough insurance to cover your liability under this clause.

No signs, displays or posters may be fixed to the walls of the Premises without the written authorisation of TBH.

**14. Your indemnity to us**

The Organiser shall indemnify and keep TBH fully indemnified from and against all and any damage, loss or claim suffered or brought against TBH for whatever purpose connected with the use made of the Premises pursuant to this agreement including (for the avoidance of doubt) the acts, omissions, defaults or negligence of any outside contractor engaged or employed or used by the Organiser.

**15. Restriction of liability**

Except as provided in the Proprietors Act 1965, TBH shall not be responsible for the loss or damage to any property of the Organiser, its employees or licensees in any circumstances or for any death or injury to any person unless directly attributable to the negligence of TBH or its employees.

**16. Advertising and PR**

No advertising, public or otherwise, of any Event at the Premises may be undertaken without our written permission.

For the avoidance of doubt, you may not use:

- the name 'The Boat House';
- the logo of The Boat House;
- any copy or images which are the property of TBH

without our written permission.

**17. Your acceptance of these terms**

For and on behalf of the Organiser, I accept the above Terms and Conditions

**Signed by :** ..... (Authorised person)

Print name : ..... Date : .....

Position : ..... (e.g. Owner, Director)