

'SMITHS' OF SMITHFIELD

'SMITHS' OF SMITHFIELD EVENT TERMS AND CONDITIONS

1. The Contract

Your contract is with us, Young & Co Brewery, Riverside House, 26 Osiers Road, Wandsworth, London, SW18 1NH

2. Definitions

These terms have the following meanings:

'Venue' refers to the venue 'Smiths' of Smithfield, where your event is agreed to be held.

'Event' refers to (where applicable) the event you are holding at our venue.

'Event date' refers to the date of your event outlined above.

'Event package' means the services relating to your event, which the venue agrees to provide to you.

'Deposit' refers to the initial deposit, plus all additional pre-payments in advance of the final payment and booking date.

'Final payment' refers to the total amount payable, less any deposit received.

'Minimum spend' refers to the agreed spend and includes all pre-ordered food and beverages. Any additional fees and service charges are not included.

'Run sheet' refers to your breakdown of the day including details of payments, preorders and running order.

3. Securing the Event Date with a Deposit

A deposit (25% of the minimum spend or £10 per person - whichever is largest) is required to secure the event date unless otherwise agreed with the venue.

4. Payment Types

The venue accepts payment by card, but preferably through a secure online payment link sent by the venue to the lead booker's email address. BACS payment is available on request. The venue does not accept cash, personal or business cheques for any payment.

BACS payments must be paid and cleared a minimum of 2 weeks before the event date. Payments after this date must be made by card payment.

Please note that we do not accept credit and the bill must be paid in full by the conclusion of the event.

5. Minimum Spends, Event Packages and Hire Fees

The venue will outline the requirements of minimum spend and any additional hire fees (if applicable), at the time of quote.

This will be inclusive of VAT. A discretionary 12.5% service charge will also apply.

All pre-booked packages, room hire, and/or food and drink costs must be paid for by the final payment date (2 weeks before the booking). If the total pre-booked food and drink does not meet the minimum spend, this can be made up of bar spend on the event date. The minimum spend is independent of the number of guests and will still apply in the case of reduced numbers. By paying the deposit, you are agreeing to pay any outstanding spend that is not reached on the day.

6. Deposits

As specified in paragraph 3, a deposit is required to secure the booking.

Further deposits can be arranged with the venue in terms of a payment plan. Please discuss this directly with the venue.

7. Final Payment

Pre-orders must be paid in full in advance as per clause 5. Full payment of any additional spend is required on or before the event date.

Please note: We do not offer credit and cannot allow payments to be made after the event date.

8. Service Charge

Please note that a discretionary 12.5% service charge is added to your bill which is divided amongst staff.

9. Food and Beverage Pre-Orders

We require your food and beverage choices in advance from the menus provided. We will send you an online ordering link for you to place this order. All festive items must be pre-ordered and a failure to do so will mean we are unable to provide food for your group.

The pre-order must be returned at least two weeks in advance of your event date although placing orders earlier is recommended in case of any issues..

Pre-orders must be paid for in advance in full no later than 14 days before your event.

Festive pre-order menus are only available when ordered at least 2 weeks in advance.

For groups exceeding 12 people, a pre-order will be required. Failure to provide a pre-order will mean we cannot provide food. You will forfeit your deposit should you wish to cancel based on this.

10. Customer Ordering Responsibilities and Allergies

It is your responsibility to ensure that the food pre-order is filled out correctly with your guests' choices.

Please speak with the venue if you would like more guidance on filling out the preorder system. This includes notifying the venue of all allergies and dietary requirements.

While we take steps to minimise risk and safely handle the foods that contain potential allergens please be advised that cross-contamination may occur, as factors beyond our reasonable control may alter the formulations of the food we serve or manufacturers may change their formulations without our knowledge.

If you have any questions then please speak to the event manager.

11. Third-Party Suppliers and External Catering

If you are considering any third-party suppliers to provide additional entertainment or services, please speak with the venue before booking or signing contracts. The venue reserves the right to approve any externally arranged entertainment, services and activities that are booked and cannot accept any responsibility for any resulting costs.

* Any live entertainment must have liability insurance and all equipment PAT-tested

* You are responsible for payment of any third-party supplier directly. The venue accepts no responsibility for their performance of services and, in the unfortunate case of any complaints, these need to be taken up directly with the supplier.

- * Please remember that feeding your third-party supplier is your responsibility. Please consider this when planning your budget and ordering the food and beverages for the day.
- * All music within the venue must finish no later than 11pm - Please note loud music is only permitted in the case of an exclusive hire and the venue reserves the right to control the volume to not disturb our neighbours.
- * No external food or drink may be brought into the venue without prior agreement with the venue and is subject to a food allergen disclaimer being signed by you. You must sign and present the disclaimer to the venue no later than 14 days before the event date.
- * The venue reserves the right to close the bar area before the designated time if the customer and/or guests are found in possession of alcohol not purchased on the premises.

12. VAT

All prices are inclusive of VAT at the prevailing rate at the time of booking. We reserve the right to alter pricing to consider any variation in this rate.

13. Additional Services

Any additional services ordered on the day must be settled on the day.

14. Cancellation by the Customer / Reduction in Numbers

You may cancel your booking up to 6 weeks in advance of the event date and receive your deposit back in full. Please inform the venue in writing of any cancellation, postponement or reduction in guest numbers as soon as possible. The venue will respond in writing to confirm any amendments have been received and noted. Failure to advise the venue could result in cancellation charges being applied.

Any cancellations made within 6 weeks of the event date will result in the loss of the deposit.

Should the number of guests reduce significantly, the venue reserves the right to relocate you to a more appropriate area.

If any separate prepayments for pre-orders have been made this will be returned so long as at least 14 days notice has been given.

15. Cancellation/Amendments by the Venue

The venue is not liable or responsible for any failure to perform, or delay in performance, of any obligations under a contract with you, that is caused by events beyond the venue's reasonable control.

This includes but is not limited to, events such as serious damage to the venue, serious adverse weather conditions, pandemic or epidemic outbreaks, and interruptions to or failures of utility services. In these circumstances, we shall use every effort to notify you as soon as reasonably practical. If as a result of the above, we believe we have no alternative but to cancel your event, we shall use reasonable endeavours to help you find an alternative solution.

The venue's sole liability to you in the case of cancellation for the above reasoning shall only be to refund you any money paid towards your event package. The venue will not be liable for any losses which were not reasonably foreseeable to both you and the venue when entering the contract, nor for any losses caused by breach of contract, breach of statutory duty or negligence on the part of the venue.

Nothing in these terms excludes or limits in any way our liability for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation, or for any other matter for which it would be illegal or unlawful for us to exclude or limit (or attempt to exclude/limit) our liability.

If there are significant amendments to the event or the expected number of guests, the venue reserves the right to make amendments to the rate and/or facilities offered.

The venue reserves the right to cancel your booking without liability to you, and without the liability to refund your deposit if:

- * We have reasonable grounds to believe the booking might, in the opinion of the venue, prejudice the reputation of the venue.
- * We have reasonable grounds to believe your behaviour, or that of your guests is likely to result in damage to the venue or our property and/or injury to people.
- * You do not pay us the required deposit and/or any prepayments in a pre-payment plan, and/or the balance of your event package by the due date for these payments.
- * The venue becomes aware or has reasonable grounds to believe that you may not pay us the balance of your event package and no satisfactory explanation is received.

16. Damages to Venue or Venue Property

You are required to obtain written permission from us if you wish to fix items to walls, floors or ceilings. No pins or sticky tape can be used to fix decorations or paperwork in the venue.

You will be held liable for any damage caused by you, your guests and/or any third-party suppliers, to the venue, its equipment, contents or fittings and this will be invoiced to you immediately following your event. This includes but is not limited to, excessive cleaning of the venue.

17. Liability for Customer Property

The venue cannot accept any responsibility for personal property left unattended on the premises before, during and/or after the event, including but not limited to any gifts and cards. Any items stored at the venue are at the guest's own risk.

You must inform the venue of any valuable items and these declared must be checked and signed in/out by the customer and manager.

All property belonging to the customer including, but not limited to decorations, flowers, presents, clothing and cake must be collected after the event. After this time, unless agreed in writing, the venue is under no obligation to continue to store items.

18. Consumption of Food/Drink Off Premises

Due to hygiene regulations, we do not provide facilities to take food off the premises. Should you still wish to do so, this is entirely at your own risk and the venue does not accept any responsibility for any illness or ailment due to improper storage or by any other means.

Any unopened bottles of drink may be taken with you at the end of the event. Before departure you must confirm exact quantities with the duty manager and the bottles must be collected within 24 hours of the event.

19. Train/Tube Strike Action

We do not normally allow changes of date less than 4 weeks before an event however in the event of strike action by transport unions for National Rail or London Underground we are willing to show additional flexibility. When there is confirmed strike action we will permit a change of date to be made up to 10 days before the original event date. It is a customer's responsibility to check if there is any strike action and no changes will be permitted less than 10 days from the event booking date without loss of the deposit/pre-order payments.

The above condition only applies in the case of National Rail or London Underground strike action (and not other forms of strike). If you do wish to move we require notice in writing and the new date must be within 6 weeks of the original event date.

All other terms and conditions will apply as usual.

20. General

- * Confetti must be bio-degradable and can only be used outside the venue.
- * Helium-filled balloons are not permitted as they interfere with our smoke alarms

- * You will have access to the venue up to 1 hour before your start time on the event date to set up. Please check this and confirm this with the venue before arriving.
- * Please respect our neighbours by keeping the noise down when leaving the venue.
 - * Children are permitted but must be accompanied by an adult
- * Last orders are at 10.40pm and the venue must be closed and vacated by 11pm