



1. Definitions

In these terms and conditions the following words shall have the following meanings: "the Company" means Imperial Cocktails Limited trading as The Imperial Bar and includes its subcontractors and agents; "the Customer" means the person, firm or company which engages the Company to provide the Services at the Venue as stated in the Confirmation Document; "the Services" means the provision of catering services, function services and supply of consumables; "Consumables" means the food, drink, wines, spirits and other items supplied at the Event; "the Event" means the event or specified occasion, the date of which has been agreed by the parties and at which the Company is engaged to provide the Services; "Confirmation Document" means the document set out at page 6, "the Venue" means The Imperial Bar, 40 Earl Street, Maidstone, ME14 1PS.

2. Numbers Attending

2.1 At the time of booking the Customer shall provide details of the proposed number of persons attending the Event.

2.2 The Customer shall confirm the expected numbers attending not less than 3 working days (Monday-Friday, excluding bank holidays) prior to the Event. The Company's charges for the Services will be based on that number or the number actually attending, if greater.

3. Use of the Venue

3.1 The Customer shall use the Venue only for the purpose of the Event and will observe all regulations for its use notified by the Venue.

3.2 The Customer agrees to commence the Event promptly at the start time stated on the Confirmation Document and to procure that those persons present at the Event vacate the room designated for it by the end time stated on the Confirmation Document. Entertainment and bar service must finish 1 hour prior to the end time. The Customer may be allowed to access the Venue prior to the start time in order to arrange for setting up but only by prior arrangement with the Company.

3.3 The Customer shall ensure that those attending the Event are ready to be served their food at the time agreed and that are completed within any pre-agreed time period.

3.4 The Customer shall ensure that the point of contact stated on the Confirmation Document (or an alternative nominated by the Customer) is in attendance throughout the Event in order to assist the Company with monitoring the Event and to accomplish an orderly departure of guests. Good order shall be kept at all times during the Event and the Company reserve the right to terminate any Event which is not being properly conducted (as determined by the Company). The Customer will ensure that the Event will not be conducted and that its guests will not behave in a way which will or may constitute a breach of the law or cause a nuisance. The Customer shall ensure that there is no illegal betting or gaming.

3.5 The Company reserves the right to exclude or eject any persons from the Event or the Venue who it shall reasonably consider to be objectionable (including any person engaged by the Customer to provide entertainment or perform any other duties at the Event). The Customer will be liable for any liability arising thereby and shall indemnify the Company in respect thereof, save where the Customer establishes negligence or bad faith by the Company.

3.7 The right of entry to all parts of the Venue is reserved at all times to the Venue and its officials and employees and any other persons authorized by it.

3.8 All fire regulations relating to the Venue must be observed and no fire exits shall be blocked or fire appliances removed or tampered with. Instructions for the use of fire extinguishers are displayed in the Venue. The Customer must take instruction from the Company if the fire alarm sounds.

4. Access to the Venue

4.1 It is the responsibility of the Customer to inform the Venue prior to the Event if any person attending the Event has particular access or egress requirements.

5. Equipment

5.1 No equipment is to be delivered to the Venue without the prior agreement of the Venue. The Venue reserves the right to refuse the delivery of equipment if it is considered dangerous or harmful to the building and contents or to its employees, agents or guests.

5.2 Only easily assembled sets may be brought in and must be freestanding i.e. not touching the fabric or contents of the Venue.

5.3 At all times the safety of all personnel in the Venue is paramount. Other people working in the Venue (i.e. caterers, Venue staff etc.) must not be hindered in any way during the setting up and striking down of equipment.

5.4 At the end of the Event, the Customer shall remove all equipment and effects brought to the Venue. The Venue and the Company cannot accept any responsibility for equipment or other effects left at the Venue before or after an Event.

6. Charges

6.1 All charges for the Services (food and beverage) will be the charges quoted by the Company at the time of booking (subject to any adjustment in accordance with these terms and conditions) or where no charge is quoted, the charge listed in the Company's published price list at the date of acceptance of the Customer's booking.

6.2 All charges are inclusive of Value Added Tax at the current rate. All payments are required in pounds Sterling.

6.3 A booking will not be considered confirmed until the designated Non Refundable Deposit has been paid in full. Time for payment of the amounts due is of the essence and the Company reserves the right to cancel the provision of Services to any Event for which the amounts due hereunder have not been paid by the due dates.

6.4 Unless otherwise agreed between the parties, a deposit ("deposit") shall be payable by the Customer. This will equal to what is laid out in the confirmation document and is non refundable.

6.5 Any additional costs over and above the Deposit shall be paid on the day of the Event by credit card or £sterling.

6.6 The Company reserves the right to make additional charges for Events commencing before or running on beyond the start and end times stated on the Confirmation Document.

6.7 All queries relating to amounts invoiced must be notified in writing to the Company within 7 days of the date of the Event invoice.

6.8 If the Customer fails to make payment of any charges on the due date then, without prejudice to any other rights or remedy available to the Company, the Company shall without liability to the Customer, be entitled to cancel the provision of the Services and any orders for future Services from the Customer and charge the Customer for any charges outstanding and the cost of recovery thereof.

7. Consumables

7.1 The Company has the sole right to the provision of the Services at the Event and no Consumables may be brought into the Venue by the Customer or its guests without the prior written consent of the Company. Where with the Company's consent Customers consume their own beverages a handling fee shall be applied.

7.2 Where the Customer has not confirmed a drinks package all drinks will be sold on the rate of the current advertised menu prices.

The Company reserves the right to charge for all opened bottles, notwithstanding the fact that they have not been consumed.

7.4 All Consumables offered are subject to availability. Where Consumables are not available, all reasonable endeavours will be made to offer the closest available substitute.

7.5 Pre-booked alternatives to any agreed menu may be offered at an agreed supplementary charge.

7.6 All details printed in any publicity or marketing material of the Company were correct at the time of printing. The Company reserves the right to vary any specification or charges contained therein should circumstances dictate.

8. Cancellation by the Company

8.1 The Company may cancel the provision of the Services to an Event and forthwith terminate these terms and conditions and the rights granted to the Customer if:-

(a) the Venue or part of the Venue has to be closed for reasons beyond the Company's control and/or the Venue is required for the staging of a sporting, cultural, or other entertainment event which shall be open to attendance by the general public, which event was not known by the Company to be staged at the Venue at the date of this Customer booking and the staging of which event shall take precedence over the Event; or

(b) the Customer is already in arrears with any payment due to the Company and/or the Venue; or

(c) the Customer is in breach of any of these terms and conditions and/or then Venue's terms and conditions and fails to rectify such breach within 7 days of written request so to do by the Company and/or the Venue; or

(d) the Customer becomes insolvent or enters into liquidation or receivership or is subject to any similar process or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or any statutory modification or re-enactment thereof; or

(e) the Customer (being an individual) is adjudicated bankrupt or dies.

8.2 The Company shall be entitled to retain any Deposit paid.

9. Cancellation by the Customer

9.1 A confirmed booking shall only be deemed to be cancelled when the Company receives written notification of the cancellation.

9.2 The deposit is to be considered non refundable and will not be refunded on cancellation.

10. Liability

10.1 The Customer will be held responsible for and must indemnify the Company in respect of any damage, theft or loss caused to the Venue and its contents (howsoever caused) by the Customer, the Customer's employees, contractors or any other person in the Venue for the purpose of the Event.

10.2 The Customer agrees to reimburse all losses and expenses incurred by the Company resulting from the Customer's breach of its obligations hereunder including (without limitation) any additional payments to staff.

10.3 The Company shall not be liable to the Customer by reason of any delay in performing or any failure to perform any of its obligations in relation to the Event if such delay or failure is due to any cause beyond its reasonable control including (without limitation) regulations, bye-laws, prohibitions of any kind on the part of any governmental or local authority, strikes, or other industrial or trade disputes, acts of God, national or local disasters, flood, fire, accident, sabotage, insurrection, civil disturbance, war, acts of terrorism or the threat of war or terrorism or any event causing the whole or part of the Venue to be closed to the public. In such circumstances the charges payable by the Customer may be subject to abatement by a fair and reasonable apportionment.

10.4 The Company shall not have any liability to the Customer for any consequential loss of the Customer arising out of or in connection with the provision of the Services pursuant to these terms and conditions and (except in respect of death or personal injury resulting from negligence) the total liability of the Company for any other loss of the Customer shall be limited to the Charges.

10.5 The Company does not accept liability for loss or damage to any object, equipment, furniture, stock or other property of any sort brought into the Venue by the Customer or hired by the Company on the Customer's behalf howsoever such loss or damage may occur unless as a direct result of the Company's negligence. All such property will remain under the care and control of the Customer and is entirely at the Customer's own risk.

11. General

11.1 The Customer will not use the Company's name, "Imperial Cocktails", "Imperial" or "Imperial Bar" in any of its advertising or publicity for the Event without the prior written approval of the Company.

11.2 No variation to these terms and conditions shall be effective unless agreed in writing and signed on behalf of the Company and the Customer.

11.3 Any notices to be given under these conditions must be given in writing and delivered personally or sent by pre-paid recorded delivery or registered post or by facsimile to the addresses of the parties stated on the Confirmation Document.

11.4 These terms and conditions shall prevail over any conditions offered by the Customer.

11.5 The Customer may not assign, transfer or sub-contract its rights and/or obligations under these terms and conditions without the prior written consent of the Company.

11.6 If the expression the Customer includes more than one person those persons shall be jointly and severally liable under these terms and conditions.

11.7 These terms and conditions shall be governed and construed in accordance with English Law and each party agrees to submit to the non-exclusive jurisdiction of the English Courts as regards any claim or matter arising.