

## SODEXO PRESTIGE - TERMS AND CONDITIONS FOR EVENTS AND BOOKINGS

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### Terms and Conditions for Events and Bookings

The following terms and conditions, read alongside the Event Sheet, apply to and form the Contract entered into between Supplier and a Customer making a booking for Services to be provided at an Event.

#### 1 Definitions

1.1 In these Conditions, unless the context otherwise requires:

**Act** means any production company, performers, musicians or other live act or equipment engaged by the Customer for the Event;

**Additional Charges** shall be as defined in Condition 7.2;

**Balance** is the amount calculated in accordance with Conditions 7.7 (a) (iii) or 7.7 (b) (ii) as applicable and shall include any remaining amounts of the Charges still due from Customer after any payment of the Deposit, Instalment, Hire Charges or earlier Balance payments;

**Bateaux Public Cruise Booking(s)** has the meaning given in clause 10.3 (e);

**Booking** means the Customer's booking for the provision of the Services at the Premises as detailed in the Event Sheet and shall include Bateaux Public Cruise Bookings;

**Business Day** means a day other than Saturday, Sunday or a public holiday in the UK country in which the Premises is located;

**Business Hours** means between 09.00 and 17.00 on a Business Day;

**Charges** means the sums which the Customer has agreed to pay to Supplier (including, where applicable, the Hire Charges, Deposit, Instalment and/or Balance) in respect of the Services for the Event as set out in the Event Sheet;

**Conditions** means the terms and conditions contained in this document and any Venue Specific T&Cs;

**Content** means all content in or on Supplier's website and brochures (including pictures, designs, logos and text);

**Contract** means the contract for the supply of Services by Supplier to the Customer comprising these Conditions, and the Event Sheet;

**Customer** means the individual, company or other organisation by or on whose behalf the Booking is made;

**Deposit** is the amount set out in the Event Sheet calculated in accordance with Conditions 7.7 (a) (i) or 7.7 (b) (i) as applicable;

**Event Outside a Party's Control** means, as regards a party, the occurrence of circumstances beyond the reasonable control of that party including (without limitation);

- a. outbreak of disease, epidemic, pandemic (which may include SARS), industrial action, strikes, lockouts, blockades, riots, acts of war, acts of terrorism, piracy, destruction of essential equipment by fire, explosion, storm, flood, earthquake;
- b. failures of, shortages in or a loss of access to equipment, power, supplies, fuel or transport facilities;
- c. failure of a third party to provide required consent, approvals, exemption or clearance unless caused by the act or omission of the Customer;
- d. cancellation of the Event by a third party unless caused by the act or omission of the Customer;
- e. failure of a third party to permit access to the Premises or to provide proper and reasonable food preparation amenities or other amenities required by the Supplier to perform the Services unless caused by the act or omission of the Customer; or
- f. the inability of Supplier to provide the Services or the Venue or Premises or the inability of Customer and/or its Guests to attend the Event or prevention of the Customer from receiving the Services due to a decision, guideline, change in law or regulation by the UK Government, devolved administration and/or other equivalent body in the UK ("Government Restrictions");

**Event** means the function, party or other occasion at which the Services are to be provided and/or any hospitality catering services at the Premises, including but not limited to hospitality services at leisure, sporting, race or major events;

**Event Sheet** means the document stating the Customer's detailed requirements for the Event as updated from time to time prior to the date of the Event containing Final Guest Numbers or in the case of web-based Bookings, the information input and/or selected by the Customer in the electronic booking system;

**Final Guest Numbers** means final number of Guests the Customer is required to provide to the Supplier in accordance with Condition 6.1 (a) or those numbers of Guests provided to the Supplier via the electronic booking system;

**Guest** means any person attending the Event;

**Hire Charges** shall be as defined in Condition 29.2 and will be designated as such in the Event Sheet (if applicable);

**Instalment** is the amount set out in the Event Sheet calculated in accordance with Condition 7.7 (b) (ii), where applicable;

**Premises** means the rooms or locations within the Venue as more specifically referred to in the Event Sheet;

**Supplier** means the Sodexo group company indicated on the Event Sheet;

**Supplier's Third Party Provider** shall be as defined in Condition 10.7;

**Services** means the supply of food and drink and/or any catering and/or other services agreed between the parties as set out in the Event Sheet but will not include the provision of the Venue, Premises and facilities where Customer is subject to Venue and Premises T&Cs;

**Third Party Provider** means any other suppliers without limitation such as florists, videographers, photographers engaged by the Customer;

**VAT** means Value Added Tax or any similar tax in force from time to time;

**Venue** means the site or part of a site the Services will be provide which may include a stadium, vessel or other site as more specifically referred to in the Event Sheet;

**Venue and Premises T&Cs** shall be as defined in Condition 29.2;

**Venue Specific T&Cs** shall be as defined in clause 29.

1.2 The headings in these Conditions are inserted only for convenience and shall not affect their construction.

1.3 Where appropriate, words importing the male, female or neuter genders shall include the other genders and words denoting a singular number only shall include the plural and vice versa.

1.4 Any reference to a Condition shall be construed as a reference to one of these Conditions.

1.5 If there is any inconsistency between the Conditions and the Event Sheet, priority shall be given first to the Conditions, then to the Event Sheet.

1.6 In the Contract the words "other", "includes", "including" and "in particular" do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.

## **2 General**

2.1 These Conditions shall apply to the Contract to the exclusion of any other terms and conditions contained or referred to in any quotation, letter or other communication between Supplier and the Customer and the provisions of these Conditions and the Event Sheet shall prevail unless expressly varied in writing and signed by an authorised signatory of the Supplier.

2.2 Subject to Condition 8.3, no variation to the Event Sheet or the Conditions shall be binding unless expressly agreed to in writing by Supplier and signed by an authorised signatory of the Supplier.

2.3 The rights provided in these Conditions are cumulative and shall not be deemed exclusive of any other rights to which either party may be entitled under the Contract or pursuant to the direction (howsoever embodied) of any court in England, Wales, Scotland or Northern Ireland as applicable.

2.4 Where the Contract only relates to the provision of food and beverages as part of a hospitality package at an Event, these Conditions shall apply only in so far as they are relevant to that situation.

## **3 Formation of Contract**

3.1 The Contract is formed when Supplier receives the signed Event Sheet and Deposit (where Deposit is payable under Condition 7.7), when Supplier receives the signed Event Sheet and 100% of

the Charges where Condition 7.5 or 7.6 applies) or in the case of web-based Bookings when purchase is made by the Customer.

3.2 Except for web-based Bookings, Supplier will send the Customer an updated Event Sheet with Final Guest Numbers as notified to the Supplier. Supplier will send the updated Event Sheet in good time before the Balance is due from the Customer or in good time before the date of the Event, whichever is earlier. The Customer shall return a signed version of the updated Event Sheet and pay the Balance by the due date described in Condition 7.5.

#### **4 Appointment of Supplier**

4.1 The Customer appoints Supplier as the Customer's exclusive provider of the Services at the Event. Accordingly, the Customer agrees that it shall not provide the Services itself, nor shall it appoint or allow anyone other than Supplier to provide the Services at the Event, unless agreed under Condition 6.1 (h).

4.2 The Customer shall not hinder or delay or otherwise prevent Supplier's performance of the Services and the Customer shall provide Supplier with all reasonable assistance and cooperation for Supplier to perform its obligations under the Contract.

4.3 The Customer shall promptly provide to Supplier all information which Supplier may reasonably require to enable it to perform the Services. If the Customer becomes aware that it has supplied incorrect or insufficient information to Supplier, the Customer shall provide Supplier without delay with corrected and/or additional information.

#### **5 Supplier's Obligations**

Supplier shall perform the Services (a) with all reasonable care and skill; (b) in accordance with good industry practice; and c) in accordance with all legislation, statutes, regulations and other enactments having the force of law from time to time which are applicable to the provision of the Services.

#### **6 Customer's Obligations**

6.1 The Customer shall:

- a. except for Bateaux Public Cruise Bookings when the relevant Venue Specific T&Cs shall apply, return a signed final version of the Event Sheet to Supplier including the Final Guest Numbers not less than 14 Business Days prior to the date of the Event or for events booked less than 14 days from the date of the Event, return the final version of the Event Sheet to Supplier as soon as possible and in any case no later than 2 Business Days prior to the date of the Event;
- b. pay the Charges promptly as such sums become due to be paid and at all times in accordance with Condition 7.5;
- c. obey all reasonable instructions given by Supplier staff at the Event and procure that Guests and/or the Act or other Third Party Providers obey all reasonable instructions given by Supplier staff at the Event;
- d. pay the cost of soiling and clearing up unreasonable debris (including party string or vomit) resulting from acts of the Customer, Guests, Third Party Providers and/or the Act;

- e. not and shall procure that Guests, the Third Party Provider and the Act, do not damage or deface the Premises or Venue in any manner whatsoever nor allow or permit a breach of the law or in any way cause a nuisance or be an infringement of any licence for music and dancing or the sale of alcohol. Failure to comply with this Condition shall constitute a breach of these Conditions and entitle Supplier to require the offending Guest(s), employee(s) of the Customer or persons employed in the Act or Third Party Provider to leave the Event and Supplier reserves the right to a reimbursement by Customer of any such damage caused;
- f. not permit Guests to consume any food or drink within the Premises or Venue except for that supplied as part of the Services;
- g. not introduce or attempt to introduce nor permit the introduction of any signage or other publicity material into the Event or onto the Premises or Venue without Supplier's prior written consent;
- h. obtain Supplier's prior written consent before hiring any Act or Third Party Provider for the Event;
- i. ensure that the Act or Third Party Provider has public liability insurance (and is able to provide evidence that it holds public liability insurance) to the value of at least £2 million to cover any death of or injury to any person or the loss of or damage to any property resulting from the malfunction of the Act's or Third Party Provider's equipment and/or from their actions generally;
- j. if applicable, ensure that the Act and Third Party Provider has portable appliance testing undertaken on all of the equipment it brings to the Premises and uses at the Premises for the Event and upon request from the Supplier or the Venue, is able to provide evidence that such testing has been undertaken;
- k. ensure that no media coverage and/or filming takes place at the Venue without Supplier's prior written consent (exercisable at its sole discretion);
- l. provide Supplier with allergy information of Guests, details of any printed materials Customer requires of the Supplier, table plans, dietary requirements and/or children's meals, no less than 14 Business Days prior to the date of the Event, or in the case of Bookings made less than 14 Business Days prior, as soon as possible and in any case within 2 Business Days of the Event unless agreed otherwise by the Supplier in writing;
- m. if Customer is redeeming a gift voucher or E-Ticket in exchange for the Customer's Booking, bring any gift vouchers or E-Ticket for the Booking on the day of the Event; and
- n. pay the prevailing rate for the Booking on the day of the Event if Customer is unable to provide a valid and correct gift voucher or E-Ticket.

6.2 Any materials, goods, supplies or other items delivered, held or stored on the Premises or in the Venue on the Customer's, Act's or Third Party Provider's behalf shall be at the Customer's, Act's or Third Party Provider's sole risk (as applicable) and neither the Supplier, nor the Supplier's client on whose Premises the Event is taking place, shall be liable for any loss or damage howsoever caused to such items.

## **7 Charges and Payment**

7.1 Subject to anything to the contrary in the Venue Specific T&Cs, if the number of Guests that attend the Event or that are set out in the updated Event Sheet is less than the number of Minimum Guest Numbers then Supplier will charge the Minimum Guest Numbers.

7.2 If the number of Guests that attend the Event or that are set out in the updated Event Sheet is greater than the number of Guests specified in the initial Event Sheet or were provided to the Supplier via the electronic booking system and the Supplier is able to accommodate any or all of the additional Guests then Supplier will charge for the actual number of Guests at the rate agreed per Guest in the Event Sheet ("Additional Charges"). Supplier shall not be obligated to accommodate or feed or serve additional Guests that turn up at the Event that were not notified to Supplier in accordance with Condition 7.3 of this Contract.

7.3 Supplier requires notification of the Final Guest Numbers in accordance with Condition 6.1 (a) or any analogous Condition set out in the Venue Specific T&Cs. Should updated Final Guest Numbers not be received by Supplier in line with this requirement, Supplier will charge the Customer in accordance with Condition 7.1 or Condition 7.2 or the Venue Specific T&Cs as applicable.

7.4 Notwithstanding any other Condition in the Contract, if there is a conflict between the Final Guest Numbers in the updated Event Sheet from the Customer required under clause 6.1 (a) and the Minimum Guest Numbers, the Minimum Guest Numbers shall prevail.

7.5 The Charges for the Event will be due and payable in cleared funds (without right of set-off, counterclaim or other deduction) as set out in Conditions 7.6, 7.7 or 7.8 as applicable.

7.6 In relation to all Bookings made up to 30 days of the Event date, 100% the Charges shall be paid as follows:

- a. in the case of electronic payments (such as BACS payments), within 7 days of the date of the Supplier invoice; or
- b. in the case of card payments, at the time of placing the Booking.

7.7 For all Bookings made 30 days or more before the date of the Event, unless set out in the Event Sheet, Customer shall pay as follows:

- a. For general events (including Heritage Portfolio venues and wedding events (as defined by the Supplier in its sole discretion)), the Customer shall pay:
  - i. 10% of the Charges set out in the Event Sheet (designated as the Deposit in the Event Sheet) payable no later than as soon as possible after the date of booking and 7 days after the date of receipt by the Customer (or their invoicing company) of the Deposit invoice; and
  - ii. 40% of the Charges in the Event Sheet (designated as the Instalment in the Event Sheet) payable no later than 83 days before the date of the Event and 7 days after the date of receipt by the Customer (or the invoicing company) of the Instalment invoice; and
  - iii. the Charges in the Event Sheet, minus the Deposit and the Instalment payable no later than 14 days before the date of the Event and 7 days after the date of receipt by the Customer (or its invoicing company) of the Balance invoice.
- b. (b) For public shared Events (including Heritage Portfolio venues):

- i. £15 per Guest (as designated as the Deposit in the Event Sheet) payable no later than as soon as possible after the date of booking and 7 days after the date of receipt by the Customer (or its invoicing company) of the Deposit invoice; and
- ii. 100% of the Charges in the Event Sheet, minus the Deposit, (designated as the Balance in the Event Sheet) payable no later than 30 days before the date of the Event and 7 days after the date of receipt by the Customer (or its invoicing company) of the Balance invoice.

7.8 In relation web-based Bookings, 100% the Charges shall be paid at the time of placing the Booking.

7.9 The time of payment shall be of the essence in the Contract. If the Customer fails to make a payment of the Charges in accordance with the payment due dates set out above, then Supplier may cancel the Booking and this shall be construed as a cancellation by the Customer and the provisions of Condition 10.3 (d) shall apply.

7.10 Without affecting any other rights and remedies that Supplier may have, if Supplier does not cancel the Booking in the circumstances set out in Condition 7.9 or if the Customer is otherwise late in paying any of the Deposit, Instalment or Balance when it is due to Supplier, Supplier shall be entitled to charge daily interest at the rate of 3% above the HSBC plc base rate until such time as payment is made, whether before or after judgment. The Customer must pay Supplier all interest together with any overdue amount.

7.11 If the Customer pays any amount by debit or credit card, the card shall be charged at the time such payment is made.

7.12 Where Supplier holds credit or debit card details for the Customer, the Customer authorises Supplier to charge to its debit or credit card (as appropriate) any Charges which the Customer incurs in respect of the Event and which remain unpaid at the conclusion of the Event (and in the case of failed payments, continue to try and charge such outstanding charges to the Customers debit or credit card. Without prejudice to the foregoing, the Supplier may invoice the Customer for any Charges that remain unpaid at the conclusion of an Event and the Customer shall promptly pay such Charges (and in any case within 7 days of the date of the Supplier's invoice).

7.13 For the avoidance of any doubt, if any payment made to the Supplier pursuant to this Condition 7 is subsequently recalled, held to be fraudulent or similar by a bank, then the Charges shall be held to be owing and where relevant overdue.

7.14 All Charges include VAT.

7.15 Except in the case of a manifest error of the Supplier, if the Customer has not notified Supplier within 5 Business Days of the date of receipt of an invoice from Supplier of any dispute as to the amounts claimed in an invoice from the Supplier it shall be deemed to have accepted that the sums stated as payable in the invoice are properly due and Customer shall have waived all its rights to subsequently dispute whether those sums are due.

7.16 If the Customer is booking on behalf of its third party client, the Customer shall remain liable for payment of the Charges, regardless of any other arrangement agreed between the Customer and its third party client.

## **8 Changes to the Contract by Supplier**

8.1 The Charges for the Booking are the Charges set out in the Event Sheet and represent the prevailing Supplier price list at the time of the Booking. For Events that are booked more than one year in advance of the Event date, Supplier reserves the right to revise the Charges upon reasonable notice to the Customer in line with the price list that is in effect on the date of the Event. The price list increases each year represent the increased costs to the Supplier in performing the Services and reflect any increases in market rates.

8.2 Supplier may change the Services or suspend the Services without reference to the Customer in order to:

- a. reflect changes in legislation and regulatory requirements which may affect any aspect of the Services; and/or
- b. to implement minor technical adjustments and improvements for example to address a security or public health threat; and/or
- c. make changes to the Services as requested by the Customer or notified by Supplier to Customer,

and Supplier will discuss these with the Customer if these changes will affect the Customer's Services and Charges.

8.3 Supplier may change these Conditions at any time by email or by posting the new Conditions to the Customer. Any new Conditions shall be automatically effective 14 days after receipt by the Customer and the Customer's continued use of them and the Services after this date shall constitute the Customer's acceptance of the new Conditions.

## **9 Postponement and Rescheduling**

9.1 If the Venue and/or Premises is closed on the date of the Event due to an Event Outside a Party's Control, Supplier shall at the Customer's option, and upon Customer's request, either:

- a. reschedule the Event at no extra charge, (provided the rescheduled date of the Event is not after 31 August of the year in which the original Event was due to be held); or
- b. change the Venue, subject to agreement with the Customer regarding any additional charges that might result; or
- c. accept any request to cancel the Event and refund the Deposit and any other monies paid in full (minus any reasonable deductions for unrecoverable costs or charges Supplier has incurred up to the point of the cancellation on the Customer's request).

9.2 If the Venue and/or Premises is open on the date of the Event but due to an Event Outside a Party's Control, there are ongoing restrictions that mean the Event cannot take place safely, Supplier shall either:

- a. reschedule the Event at no extra charge (provided the rescheduled date of the Event is not after 31 August of the year in which the original Event was due to be held);
- b. change the Venue, subject to agreement with the Customer regarding any additional charges that might result; or



- c. accept any request to cancel the Event and refund the Deposit and any other monies paid in full (minus any reasonable deductions for unrecoverable costs or charges Supplier has incurred up to the point of the cancellation on the Customer's request).

9.3 Where the rescheduled date of the Event is after the 31 August in the year in which the original Event was to be held, the terms of Condition 8.1 will apply.

## **10 Cancellation by the Customer**

10.1 Any cancellation of a Booking by the Customer must be by advance notice in writing and any refund (if any) of Charges by Supplier shall be in accordance with this Condition 10.

10.2 If Supplier increases the Charges in accordance with Condition 8.1, where the Customer is a consumer, it may cancel the Contract by giving written notice to the Supplier within 14 days of the date of the notice sent by Supplier in accordance with Condition 8.1. Where the Customer terminates the Contract in accordance with this Condition 10.2, Supplier shall provide Customer with a refund of any sums paid in relation to the Booking within 14 days of receipt of the termination notice.

10.3 Except as set out in any applicable Venue Specific T&Cs which may set out different Customer cancellation rights, the Customer may cancel its Booking in accordance with the following:

- a. 90 days or more before the date of the Event, when Supplier will retain the Deposit and refund any Charges that have been paid (minus any Deposit already paid);
- b. less than 90 days but more than 30 days before the date of the Event, when Supplier will retain (if already paid by the Customer) 50% of the Charges and refund any remaining balance of the Charges paid on account. Where the Customer has not yet paid the Supplier 50% of the Charges, Customer is liable to Supplier for a payment of 50% of the Charges (minus any Deposit already paid);
- c. 30 days or less but more than 10 days before the date of the Event, when the Supplier will retain (if already paid by the Customer) 80% of the Charges and refund any remaining balance of the Charges paid on account. Where the Customer has not yet paid the Supplier 80% of the Charges, Customer is liable to Supplier for a payment of 80% of the Charges (minus any Deposit already paid);
- d. 10 days or less before the date of the Event when Supplier will retain (if already paid by the Customer) 100% of the Charges or where the Customer has not yet paid Supplier 100% of the Charges, Customer is liable to Supplier for a payment of 100% of the Charges; and
- e. Customers who have booked a public cruise on Bateaux London including a web-based booking on Bateaux London, a ("Bateaux Public Cruise Booking"), will be able to cancel a Bateaux Public Cruise Booking on the terms set out in the Customer's Venue Specific T&Cs.

10.4 Any refunds given under Condition 10.3 shall be subject to reasonable deductions for unrecoverable costs and/or charges the Supplier has incurred up to the date of the cancellation by the Customer such as third party costs Supplier has incurred on Customer's request which cannot be recovered by Supplier or for any Services Supplier has delivered to the Customer up until the effective date of cancellation.

10.5 Subject to Condition 10.4, Supplier shall use reasonable endeavours to refund Customers without undue delay and in any event within 14 days of Supplier's agreement to refund the Customer.

10.6 Supplier will refund any monies agreed to be due to the Customer, using the same means of payment as the Customer used to pay.

10.7 Where Supplier has engaged a third party act or supplier on behalf of the Customer ("Supplier's Third Party Provider") and the Customer cancels the Booking for any reason, the Customer shall pay all and any charges which Supplier may incur in respect of the cancellation of the Supplier's Third Party Provider subject to Supplier using reasonable endeavours to mitigate such charges.

10.8 Except for any separate requirements in the Venue Specific T&Cs, all cancellations must be made in writing to your event designer and to [venuesevents.prestige.uk@sodexo.com](mailto:venuesevents.prestige.uk@sodexo.com) or to Supplier's postal address on the Event Sheet.

## **11 Cancellation by Supplier**

11.1 In addition to clauses 11.2, 11.3 16 and any Condition in the Venue Specific T&Cs, Supplier is entitled to cancel the Booking at any time more than 60 days (inclusive) prior to the date of the Event. Supplier shall notify the Customer of such cancellation in writing as soon as is reasonably practicable. In the event of such cancellation, Supplier shall at the Customer's option either: (a) use its reasonable endeavours to offer an alternative date and/or venue; or (b) refund any sums paid by the Customer, including any Deposit.

11.2 Sporting venues: A sporting venue is made available to Supplier on dates when there is not a sporting fixture. The relevant sports club or venue advises Supplier of scheduled fixtures but the sports club or their governing body or the UK Government or devolved administrations may require the sporting venue for non-scheduled short notice sporting fixtures or may otherwise require the rescheduling of scheduled fixtures or closure of the Premises or Venue. If one of these scenarios occurs on the then Supplier will not be able to provide the Services and has the right to cancel the Booking. If Supplier cancels the Booking in these circumstances, then Supplier will (at Supplier's reasonable discretion) either: (a) offer a reasonable alternative date and/or venue; or (b) reimburse any sums paid by the Customer including any Deposit. Please note if the cancellation or rescheduling occurs after Supplier has started to provide the Services at the Event then the provisions of this Condition 11.2 shall not apply and all normal Charges for the Event shall apply.

11.3 Race meetings: If the Booking is made in conjunction with a race meeting then if the race meeting is cancelled or rescheduled, Supplier may cancel or reschedule the Booking (as applicable). If Supplier cancels the Booking because of a race meeting cancellation or rescheduling then Supplier will (at Supplier's reasonable discretion) either: (a) offer a reasonable alternative date and/or venue; or (b) reimburse any sums paid by the Customer. Please note if the cancellation or rescheduling occurs after Supplier has started to provide the Services at the Event then the provisions of this Condition 11.3 shall not apply.

11.4 The Supplier shall also be entitled to cancel the Event if it:

- a. cannot provide the Services in accordance with this Contract for an Event Outside a Party' Control;

- b. it is unable to supply the Venue or Premises or any alternative venue or premises for any reason including as set out in Condition 29.2;
- c. if Customer does not pay Supplier when required under Condition 7, and in circumstances listed in 11.4 (a) – (b), the Supplier shall refund all Charges paid to it by Customer and where cancellation by Supplier is under Condition 11.4 (c), Supplier acting reasonably shall be entitled to retain any monies relating to unrecoverable costs and/or charges the Supplier has incurred up to the effective date of cancellation.

11.5 Either party may forthwith terminate this Contract by notice to the other:

- a. if the other party is in material breach of the Contract and the breach is not remediable; or
- b. if the breach is remediable and the other party fails to remedy the breach within 14 days of a notice of such breach by the non-defaulting party.

11.6 The Supplier shall be entitled to terminate this Contract if the Customer becomes bankrupt or insolvent or enters into liquidation or receivership or is subject to an application for an administration order or suffers an administrative receiver to be appointed in relation to the whole or part of its assets or makes a composition with its creditors or suffers any judgment to be executed in relation to any of its property or assets or any event which is analogous to the foregoing.

## **12 Inability to Provide an Aspect of the Services**

If, for any reason Supplier is unable to supply a part of the Services specified on the Event Sheet, Supplier shall notify the Customer as soon as possible. Where reasonably practicable, Supplier shall replace the particular part of the Services with one of at least equal standard and value at no additional cost to the Customer. Supplier shall agree the details of the replacement Service with the Customer. If it is not reasonably practicable for Supplier to replace the part of the Service then Supplier shall refund in full all sums paid by the Customer that relate to that part of the Services minus any reasonable deductions for unrecoverable costs or charges Supplier had incurred up to the date of the cancellation.

## **13 Changes to the Contract by the Customer**

13.1 If the Customer wishes to change the Services detailed on the Event Sheet after the date that the Booking is made, then the Customer must notify Supplier in writing as soon as possible. Supplier will notify the Customer if Supplier is able to accommodate these changes and/or if it will give rise to additional costs. Any changes to a Booking must be confirmed by Supplier in writing via an updated Event Sheet and no changes made by the Customer to the Event Sheet shall be valid until this is done. The Customer will have to pay for any additional costs resulting from the changes to the Booking including any Additional Charges.

13.2 Supplier reserves the right not to agree to the changes to the Contract requested by the Customer.

## **14 Liability**

14.1 Nothing in this Agreement shall be interpreted or construed as excluding or limiting the liability of either party for any matter in respect of which it would be illegal or unlawful to do so, including death or personal injury caused by such party's negligence or fraudulent misrepresentation.

14.2 Subject to Condition 14.1, the total aggregate liability of Supplier under or in connection with the Contract (whether in contract, for negligence, breach of statutory duty or otherwise) for any loss or damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances exceed the Charges.

14.3 Subject to Condition 14.1, Supplier shall not be liable to the Customer in contract, tort (including negligence and breach of statutory duty) or otherwise howsoever arising in connection with this Contract in each case whether indirect or direct: (a) for economic loss of any kind whatsoever; (b) for loss of profit, business contracts, revenues or anticipated savings or damage to the Customer's reputation or goodwill or special loss; (c) for indirect or consequential or special loss or damage; or (d) to the extent that any loss is caused wholly or partly by breach of the Contract by the Customer including any breach caused by a third party such as an Act or a Third Party Provider; or (e) relating to the entering or exit, embarking or disembarking to/from or delay of the same from the Premises.

14.4 In respect of any event or incident that gives rise to a claim under this Contract or otherwise howsoever arising, the Customer agrees to notify Supplier within 20 Business Days of the event or incident giving rise to the claim and Supplier shall not otherwise be liable.

14.5 The Customer agrees that before bringing a claim against Supplier, the Customer shall use its best endeavours to recover losses, claims, demands or expenses incurred by it from its insurers instead of the Supplier and to the extent that it is successful in recovering such sums from its insurers Supplier shall not be liable to the Customer.

14.6 In the event the Customer has engaged an Act or Third Party Provider to provide services at the Event, the Customer acknowledges and accepts that:

- a. Supplier shall have no responsibility or liability (whether in contract, tort (including negligence) or otherwise, to the Customer, the Guests or any other party in respect of the third party food, drinks and/or other consumables or services that are being served or provided at the Premises by the Act or Third Party Provider; and
- b. Customer shall indemnify and hold harmless Supplier against all claims, costs, losses, liabilities or expenses Supplier suffers or incurs as a result of the third party food, drinks and/or other consumables or services that is served or provided at the Premises by the Act or Third Party Provider.

## **15 Indemnity**

The Customer shall indemnify and keep Supplier indemnified Supplier for all loss of or damage to property at the Premises including but not limited to any historical exhibits, and Supplier's expenses, costs and claims in respect of the same suffered or incurred by Supplier (in whole or in part) during or as a result of the Event arising from or caused by (whether directly or indirectly) the acts or omissions of the Customer, any Guest or Act or Third Party Provider.

## **16 Events Outside a Party's Control**

16.1 Neither party shall be in breach of this Contract, nor liable for any failure or delay to perform any of its obligations (save in respect of any payment obligation) in relation to a Booking due to an Event Outside a Party's Control and the party concerned shall not incur any liability.

## **17 Assignment and Subcontracting**

17.1 Customer shall not be entitled to assign or transfer the Contract, whether in whole or in part, without the prior written consent of the Supplier.

17.2 Supplier shall be entitled to subcontract the Services in whole or in part provided that: it remains wholly responsible for the acts or omissions of its subcontractors as if they were Supplier's own acts or omissions; and prior to appointing any subcontractor Supplier shall use reasonable endeavours to verify that the subcontractor will be able to provide the Services.

## **18 Entire Agreement**

18.1 Each of the parties acknowledge that it is not entering into the Contract in reliance upon any representation, warranty, collateral contract or other assurance (except those set out in these Conditions and the documents referred to in it) made by or on behalf of any other party before the execution of the Contract. Each of the parties waive all rights and remedies which, but for this Condition 18, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance, provided that nothing in this Condition 18 shall limit or exclude any liability for fraud. For the avoidance of any doubt, if the Customer has relied on any information from the Supplier in relation to the Event, it must ensure that this is included in the Event Sheet before placing the Booking.

18.2 Any conditions or warranties (whether express or implied by statute or common law or arising from conduct or a previous course of dealing or trade custom or usage or otherwise howsoever) as to the care and skill with which Supplier shall provide the Services are expressly excluded by these Conditions to the fullest extent permitted by law.

## **19 Waiver**

Subject to clause 7.15, delay in exercising, or a failure to exercise, any right or remedy in connection with the Contract shall not operate as a waiver of that right or remedy. A single or partial exercise of any right or remedy shall not preclude any other or further exercise of that right or remedy, or the exercise of any other right or remedy. A waiver of a breach of the Contract shall not constitute a waiver of any subsequent breach.

## **20 Intellectual Property**

20.1 All Content is owned by or licensed to Supplier. The Content is protected by copyright and other laws and the Customer shall not use nor procure the use of such content other than as permitted by Supplier in writing. Any intellectual property created by the Customer using the Content shall also be owned by the Supplier but the Supplier gives the Customer a revocable, non-exclusive license to use such Content for the duration of the Services.

20.2 The Customer shall not, and it procures that any third party it is connected to shall not, use on any promotional material or collateral any of Supplier's and/or the Venue's intellectual property, including but not limited to, any Content, logo's, copyright materials, patents, advertising materials or otherwise without obtaining the prior written agreement of Supplier and/or the Venue (as applicable).

20.3 Further the Customer may only use any Supplier and/or Venue's (as applicable) intellectual property in any advertising, marketing or promotional materials or collateral that have been approved in writing and in advance of being issued or published, by Supplier and/or the Venue (as applicable). In order to comply with the approval process referred to herein, the Customer shall provide (at its cost) a sample of the relevant advertising, marketing or promotional materials or

collateral to Supplier and/or the Venue (as applicable). Where a sample is approved, the Customer shall only be entitled use the advertising, marketing or promotional materials or collateral in exactly the same form as the approved sample and only for the purposes of and during the Event.

20.4 If the Customer creates intellectual property rights in accordance with Condition 20.2, nothing shall transfer to Supplier and/or the Venue's rights in relation to any of its intellectual property rights included in such materials and/or collateral and such rights shall at all times remain with Supplier and/or the Venue (as applicable).

## **21 Personal Data**

21.1 Any personal data received pursuant to this Contract is processed in accordance with Supplier's privacy policy.

21.2 Photography and filming may take place during the Event for Supplier's use during the Event. We will notify you and your guests if filming and or photography is planned for the Event and posters will be displayed. If any guests do not wish to appear in any images or footage captured please notify your event designer either before or during the Event so that the Supplier can take appropriate steps to ensure they are not included.

21.3 The Supplier uses this for marketing purposes and may also include such content in publications, promotional materials and publish such content on Supplier and Venue specific websites.

## **22 Guest, Act and Third Party Provider Property**

22.1 For the purposes of this Condition a reference to Guest shall also include a reference to an Act and a Third Party Provider.

22.2 The Supplier may need to restrict the amount and type of luggage or personal belongings (including pushchairs) that Guests can bring on to the Premises. If we permit Guests to bring any such items on to the Premises this is done so at the Guest's own risk.

22.3 Guests may not take any hazardous or flammable substances on to the Premises.

22.4 Please notify the Supplier staff of any lost property of a Guest or that is found on the Premises (but do not touch such lost property).

22.5 Should a ticket for Guest's use of a cloakroom at a Premises be issued to a Guest, this ticket is required in order for the Supplier's or Venue's cloakroom staff to return the Guest's belongings and the Supplier accepts no liability whatsoever should this ticket be lost.

22.6 Please contact the event designer for the Booking for detail of how to reclaim any lost property at the Premises.

## **23 Notices**

23.1 All notices including any request for variation of the Services by the Customer, should be made in writing and sent by post or email to the address of the other party shown on the Event Sheet.

23.2 Any notice sent by email shall only be valid when the sender has received a receipt confirming a satisfactory email transmission.

23.3 A notice shall be deemed to have been received:

- a. if delivered by hand within 2 Business Hours when so delivered or, if delivered by hand outside Business Hours, at the start of the next Business Day;
- b. if sent by first class recorded delivery post on a Business Day, at 09.00 on the second Business Day after posting; or, if the notice was not posted on a Business Day, at 09.00 on the third Business Day after posting; or
- c. if sent by email on the date and at the time of transmission.

23.4 In proving service of a notice, it shall be sufficient to prove that delivery was made or that the envelope containing the notice was properly addressed and posted.

23.5 E-mail notice shall not be valid for the purposes of these Conditions unless sent to [venueevents.prestige.uk@sodexo.com](mailto:venueevents.prestige.uk@sodexo.com).

## **24 Relationship between Parties**

Nothing in this Contract shall constitute or be deemed to constitute a partnership or other form of joint venture between the parties or constitute or be deemed to constitute either party the agent or employee of the other for any purpose whatsoever.

## **25 Third Party Rights**

A person who is not a party to the Contract is not entitled to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

## **26 Severability**

The parties intend each of these Conditions to be severable and distinct from the others. If a Condition is held to be illegal, invalid or unenforceable, in whole or in part, the parties intend that the legality, validity and enforceability of the remainder of these Conditions shall not be affected.

## **27 Governing Law and Jurisdiction**

The Contract and these Conditions are governed by and shall be interpreted in accordance with the laws of England and Wales and each party irrevocably submits to the exclusive jurisdiction of the English Courts in relation to all matters arising out of or in connection with the Contract.

## **28 Statutory Rights**

Nothing in this Contract shall be construed as restricting any statutory rights of any Customer who is a consumer. To the extent that there is any conflict between any consumer statutory right and any term of this Contract, the statutory rights will prevail.

## **29 Venue Specific T&Cs**

29.1 Some of our Venues have specific requirements or Conditions due to the nature of the building or exhibits contained within them or the nature of the Event held at those Venues. Where these apply, they will be set out in these Conditions as an appendix entitled Venue Specific T&Cs ("Venue Specific T&Cs").

29.2 Additionally, some of the Supplier's venues require the Customer to sign separate T&Cs directly with the Venue for the provision of the Venue, Premises and facilities and may require payment of a separate fee for this payable to the Venue or to the Supplier ("Hire Charges"). These separate T&Cs are referred to as the "Venue and Premises T&Cs". Where Venue and Premises T&Cs

apply to your Booking, you will be notified by your event designer or by the Venue directly. If Venue and Premises T&Cs apply to your Booking, it may also be the Customer's responsibility to make the necessary bookings and reservations directly with the Venue to ensure it is available for use on the date of the Event and for a reasonable period in advance of, for the duration of and after the Event. Where the Customer fails to do so and it becomes clear that the Venue is (without limitation) unavailable or unsuitable for the Booking, the Customer shall be liable for the cancellation charges in Condition 10.3. The Supplier accepts no responsibility for any obligation of the Venue provider or liability to the Venue provider, associates party or the Customer in respect of any acts or omissions relating to the obligations in the Venue and Premises T&Cs.

### **30 Questions and Complaints**

If the Customer has any questions or complaints about the Services, please contact the Supplier with details of your Event and the name of your event designer using the following contact information 0330 1233 885 or [venueevents.prestige.uk@sodexo.com](mailto:venueevents.prestige.uk@sodexo.com). If you contact us by email and have not already done so in your email, we will then require you to provide details of the complaint in writing either via the above email address or to the registered address given on the Event Sheet.

#### **Venue Specific T&Cs – Bateaux London**

##### **1. Arrival**

- 1.1. Bateaux is located at Embankment Pier, Victoria Embankment, London, WC2N 6NU.
- 1.2. Guest should bring their E-Ticket to allow access to board. If a Guest has received a gift voucher, it is necessary to make a Booking prior to the Event. The Guest will be issued an E-Ticket in exchange for the gift voucher prior to the Event.
- 1.3. Please arrive at least 15 minutes prior to the boarding time stated on the E-Ticket.
- 1.4. We are unable to delay departure time of the boat or return for Guests that have missed the boarding time. Guests that miss the departure and their Booking due to arriving late will not be offered a refund or the opportunity to reschedule their Booking.
- 1.5. The Guest's Booking will take place on board the vessel set out in E-Ticket which will be Glass Room, Willow Room and River Room. However, Supplier reserves the right to substitute the vessel set out in E-Ticket with another vessel in its sole discretion.

##### **2. Children**

- 2.1. Children's prices are available for children between the ages of 3 and 12 on the lunch, afternoon and Sunday cruises. Children under the age of 5 are discouraged from the lunch, Sunday lunch jazz and afternoon tea events.
- 2.2. Children under the age of 12 are not permitted on board for dinner cruises.
- 2.3. Space is limited on the Supplier's vessels, so prams, bassinets and pushchairs are not permitted on the vessels. Highchairs will not be available.

##### **3. Health and Safety**

- 3.1. The Supplier reserves the right to refuse boarding of any Guest onto the vessels for health and safety reasons.



- 3.2. Boarding piers, prices, menus, vessels, schedules, content and routes of the Booking are subject to availability and change in accordance with these Conditions.
- 3.3. No alcohol may removed from the Supplier's vessels.
- 3.4. The Supplier reserves the right when necessary to alter or withdraw on board services and facilities for reasons of health and safety.
- 3.5. For Guests' own health and safety and for the health and safety of others, Guests must follow instructions given by the Supplier's crew when on board the Supplier's vessels.
- 3.6. The Supplier's vessel crew may refuse boarding to a Guest or require a Guest to disembark, where the Supplier's vessel crew believe in their discretion that the behaviour if that Guest is liable to cause nuisance, or offence to the other Guests or put the health and safety of that Guest, the other Guests, the Supplier crew or vessels at risk.
- 3.7. The Supplier's vessels are equipped with a full complement of buoyancy equipment for all Guests and the Supplier's vessels are in constant contact with the port authority. In the unlikely event of an emergency a member of the Supplier's vessel crew will give you further instructions.
- 3.8. Smoking is permitted on designated outside decks only.

#### **4. Dress Code**

- 4.1. Trainers, ripped jeans, flip flops and leisurewear are not permitted to be worn by our Guests during the Event.
- 4.2. Smart formal dress is required on dinner cruises with both ladies and gentlemen to be dressed in a manner appropriate to a smart formal occasion.
- 4.3. For other Bookings, please wear smart casual attire.
- 4.4. The Supplier reserves the right to refuse entry to Guests who are not appropriately dressed for their Booking and refunds will not be issued in these circumstances.

#### **5. Wine Inclusive Dining Package – Platinum Dining Package Only**

- 5.1. The Supplier reserves the right in its sole discretion and at all times to refuse to serve alcohol to any Guests on the vessel or surrounding areas including The Pier and any other Supplier vessels at any time without notice, including where Supplier's staff believe the Guest or Guests are inebriated.
- 5.2. Wine served as part of this package is only served with food commencing upon the service of the first course and the last service of wine shall be at the same time that the last course is served to the Guests.
- 5.3. If the vessel has not departed and the Guest or Guests are excessively inebriated and/or pose a threat to the health and safety of the Supplier's staff and other Guests, the Supplier's staff or vessel or pier security (in each case, acting in their sole discretion) have the right to request the individual leaves the vessel and if the Guest refuses, shall have the right to remove the Guest.
- 5.4. The Supplier has the right to withdraw its Wine Inclusive Dining Packages at any time and without prior notice.
- 5.5. Drinking to excess will not be permitted and Guests are required to drink responsibly both prior to embarkation and during sailing. See [www.drinkaware.co.uk](http://www.drinkaware.co.uk) for more information.

- 5.6. The Wine Inclusive Dining Packages are time limited from the actual (not scheduled) departure of the vessel to the actual (not scheduled) arrival back at The Pier.
- 5.7. One bottle of wine per two guests will be served and it will be bottles of wine that will be replenished under this Wine Inclusive Dining Package, rather than any other unit of measure. An empty bottle will only be replenished by another bottle on request only when the preceding bottle has been finished.
- 5.8. Wine Inclusive Dining Packages are priced per person.
- 5.9. Sharing of an individual's wine package is not permitted.
- 5.10. Full alcohol content (ABV) and units can be found in our menus.
- 5.11. Alcohol served to over 18s only and proof of ID may be required. Note the Supplier operates a challenge 25 policy.
- 5.12. Service times are subject always to licencing restrictions.
- 5.13. The wine served as part of the Wine Inclusive Dining Package is house wine and the Supplier will decide in its sole discretion according to availability and seasonality which wine is used as part of this package and is subject to change without prior notice. Should a Guest wish to have another wine served to during the sitting the Guest may request this in advance, and we will try our best to accommodate this request but will not be obligated to do so. Any wine that is not a house wine shall be charged additionally with the Guest or Customer (as applicable) paying the difference in price between the house wine being served as part of the Wine Inclusive Dining Package on the date of the sitting and the price of the Guest's chosen wine.
- 5.14. The Wine Inclusive Dining Package can be purchased in advance and on board but the Supplier's management team reserve the right to deny sales of these wine inclusive packages on board in its sole discretion.
- 5.15. The Wine Inclusive Dining Package does not include wine bought at The Pier prior to commencement of the booking on the vessel.
- 5.16. The Supplier reserves the right to introduce exclusions and/or limitations to this Wine Inclusive Dining Package in its sole discretion without prior notice.
- 5.17. All other alcoholic beverages are available at the advertised prices for an additional charge.
- 5.18. Any wine remaining at the time of disembarkation cannot be taken off the vessel.
- 5.19. The Wine Inclusive Dining Package is subject to the Supplier's Responsible Service of Alcohol Policy which requires the Supplier's staff not to serve those they believe to be over a reasonable level of inebriation. The Supplier's Responsible Service of Alcohol Policy is available upon request.
- 5.20. The vessel management, the Supplier, the Captain of the vessel and the Supplier management reserve the right to:
- 5.20.1. refuse the service of alcohol at any time in accordance with the Supplier's Responsible Service of Alcohol Policy;
- 5.20.2. add additional restrictions and revoke or cancel the Wine Inclusive Dining Package at any point during a Guest's Booking or Event for any reason in accordance with the Conditions.

5.21. A Guest's Wine Inclusive Dining Package or the entire group's Wine Inclusive Dining Packages may be forfeited if a Guest, or number or Guests in your party:

5.21.1. provide beverages to other Guests or do not comply with the terms, conditions and limitations of the package set out in the Conditions; and/or

5.21.2. exhibit behaviour that is inappropriate, a health and safety risk to themselves or others, or become offensive or disruptive to other vessel guests or Supplier staff; and/or

5.21.3. exceed, or attempt to circumvent or otherwise do not comply with, the daily limits, service limitations or other conditions of the Wine Inclusive Dining Package.

## **6. Supplier Right to Cancel a Booking**

Supplier may need to cancel a Booking due to technical difficulties with the vessels, or for another reason which means the vessel is unable to sail. If the vessel cannot sail but the Event can be held at The Pier, the Supplier reserves the right to change the Booking to be held at The Pier. If the Supplier cancels the Event under this Condition the Customer will be refunded the Charges and Supplier shall use reasonable endeavours to refund Customers without undue delay and in any event within 14 days of Supplier's agreement to refund the Customer.

## **7. Customer Right to Cancel a Booking**

7.1. Any cancellation of a Bateaux Public Cruise Booking by the Customer must be by advance notice in writing to [reservations@bateauxlondon.com](mailto:reservations@bateauxlondon.com) (or to Supplier's postal address) and any refund (if any) of Charges by Supplier shall be in accordance with this Condition 7 of the Venue Specific T&Cs.

7.2. Bateaux Public Cruise Bookings with Final Guest Numbers of up to 19 as at the date of the cancellation may cancel two days or more prior to the date of the Event, when the Customer will receive a full refund of the Charges.

7.3. Bateaux Public Cruise Bookings with Final Guest Numbers of up to 19 as at the date of the cancellation cancelling on less than 2 days prior to the date of the Event will be charged 100% of the Charges.

7.4. Bateaux Public Cruise Bookings with Final Guest Numbers of 20 or more as at the date of the cancellation may cancel 7 days or more prior to the date of the Event when Customer will receive a full refund of the Charges.

7.5. Bateaux Public Cruise Bookings with Final Guest Numbers of 20 or more as at the date of the cancellation cancelling less than 7 days prior to the date of the Event will be charged 100% of the Charges.

7.6. Where Customer notifies the Supplier of a reduction in the Final Guest Numbers 7 days or more prior to the date of the Event, the Customer will receive a full refund of the Charges that relate to those cancelled Guests.

7.7. Where Customer notifies the Supplier of a reduction in the Final Guest Numbers less than 7 days prior to the date of the Event, the Customer will be charged 100% of the Charges that relate to those cancelled Guests.

## **Voucher T&Cs - Bateaux London**

## **1. Booking and Redeeming your Voucher**

- 1.1. To redeem the voucher please visit our website or call our reservations team on 0330 123 9044.
- 1.2. When redeeming the voucher online or over the phone you will be required to give the reference number of the voucher.
- 1.3. The voucher can be used as part or full payment for your reservation.
- 1.4. If the total value of the event you wish to book with your voucher is less than the value of the voucher or if you don't wish to redeem the full amount of the voucher against the reservation, you will be issued with a new voucher for the balance which can be applied to future purchases, provided the voucher has not expired.
- 1.5. We reserve the right to impose exclusions and other conditions on the use of and redemption of vouchers.
- 1.6. The voucher will expire 12 months from the date of purchase.
- 1.7. Vouchers cannot be exchanged for cash.
- 1.8. If reservations you have made with a voucher are later changed for a reservation with a lower price or the reservation is cancelled, monies owing will be reissued to you in the form of another voucher, where our cancellation terms and conditions permit it. Any request for a refund will be considered in line with clause 2 below and our Terms and Conditions for Events and Bookings.
- 1.9. You will be able to use your voucher to upgrade your reservation to a different cruise package by applying the value of your voucher to the value of the upgraded package and paying the balance. Please contact us to do this.
- 1.10. If you notice any errors with your voucher such as spelling mistakes in the personal message, please contact us quoting your voucher reference and we will make the necessary amendments to the voucher, cancel the original voucher and issue a new voucher. If you've purchased your voucher via one of our partners, please liaise with them to discuss your options.

## **2. Refunds, Exchanges and Cancellations**

- 2.1. We can only refund the original purchaser of the gift voucher and this can only be done to their payment card or other payment method.
- 2.2. It is possible to exchange your voucher for another cruise or experience, subject to our discretion and where there is availability. Please contact our reservations team on 0330 123 9044 to arrange this.
- 2.3. You are welcome to cancel your voucher within 14 days of your purchase when we will refund the original payment method within 14 days.

## **3. Other**

- 3.1. We reserve the right to refuse to accept a voucher which we deem to have been tampered with, duplicated or which is otherwise suspected to be affected by fraud.
- 3.2. We reserve the right to amend these gift voucher terms and conditions from time to time, where we consider it reasonable and necessary to do so.

3.3. If you are purchasing a voucher as a gift for someone else, it is your responsibility to ensure the recipient of the voucher is aware of these terms and conditions.

3.4. Any vouchers intended to be given as gifts will not be anonymous.

3.5. Please keep your voucher safe; we cannot guarantee that we will be able to replace lost, stolen or damaged vouchers or cancel the original gift voucher and replace with a new gift voucher.

- a. except for Bateaux Public Cruise Bookings when the relevant Venue Specific T&Cs shall apply, return a signed final version of the Event Sheet to Supplier including the Final Guest Numbers not less than 14 Business Days prior to the date of the Event or for events booked less than 14 days from the date of the Event, return the final version of the Event Sheet to Supplier as soon as possible and in any case no later than 2 Business Days prior to the date of the Event;
- b. pay the Charges promptly as such sums become due to be paid and at all times in accordance with Condition 7.5;
- c. obey all reasonable instructions given by Supplier staff at the Event and procure that Guests and/or the Act or other Third Party Providers obey all reasonable instructions given by Supplier staff at the Event;
- d. pay the cost of soiling and clearing up unreasonable debris (including party string or vomit) resulting from acts of the Customer, Guests, Third Party Providers and/or the Act;
- e. not and shall procure that Guests, the Third Party Provider and the Act, do not damage or deface the Premises or Venue in any manner whatsoever nor allow or permit a breach of the law or in any way cause a nuisance or be an infringement of any licence for music and dancing or the sale of alcohol. Failure to comply with this Condition shall constitute a breach of these Conditions and entitle Supplier to require the offending Guest(s), employee(s) of the Customer or persons employed in the Act or Third Party Provider to leave the Event and Supplier reserves the right to a reimbursement by Customer of any such damage caused;
- f. not permit Guests to consume any food or drink within the Premises or Venue except for that supplied as part of the Services;
- g. not introduce or attempt to introduce nor permit the introduction of any signage or other publicity material into the Event or onto the Premises or Venue without Supplier's prior written consent;
- h. obtain Supplier's prior written consent before hiring any Act or Third Party Provider for the Event;
- i. ensure that the Act or Third Party Provider has public liability insurance (and is able to provide evidence that it holds public liability insurance) to the value of at least £2 million to cover any death of or injury to any person or the loss of or damage to any property resulting from the malfunction of the Act's or Third Party Provider's equipment and/or from their actions generally;
- j. if applicable, ensure that the Act and Third Party Provider has portable appliance testing undertaken on all of the equipment it brings to the Premises and uses at the Premises for

the Event and upon request from the Supplier or the Venue, is able to provide evidence that such testing has been undertaken;

- k. ensure that no media coverage and/or filming takes place at the Venue without Supplier's prior written consent (exercisable at its sole discretion);
- l. provide Supplier with allergy information of Guests, details of any printed materials Customer requires of the Supplier, table plans, dietary requirements and/or children's meals, no less than 14 Business Days prior to the date of the Event, or in the case of Bookings made less than 14 Business Days prior, as soon as possible and in any case within 2 Business Days of the Event unless agreed otherwise by the Supplier in writing;
- m. if Customer is redeeming a gift voucher or E-Ticket in exchange for the Customer's Booking, bring any gift vouchers or E-Ticket for the Booking on the day of the Event; and
- n. pay the prevailing rate for the Booking on the day of the Event if Customer is unable to provide a valid and correct gift voucher or E-Ticket.