



# The Old Exchange Holbeach.com

## Terms and Conditions

### BAR HIRE TERMS AND CONDITIONS

#### The Old Exchange Holbeach

It is illegal for anyone under the age of 18 to purchase, attempt to purchase or consume alcohol at the event. We would suggest that anyone who looks or could be thought to be under the age of twenty one brings photographic ID/proof of age with them or we will not be able to serve them. We will refuse to serve anyone at the event who is or appears to be excessively drunk or uses threatening or abusive behaviour towards staff, customers or other guests. We will also refuse to serve anyone who purchases or attempts to purchase alcohol for someone under the age of 18 or someone who has previously been refused alcohol by the bar staff. The decision on such matters will be taken by the bar staff and will be final. The bar staff also reserve the right to close the bar at any time if in their opinion unruly or troublesome behaviour has arisen or is likely to arise within the venue or its environs.

#### The Old Exchange Holbeach:

- a) Will be the sole provider of all beverages at the event unless previously agreed in writing. It will not be permitted for anyone to consume their own drinks at the event.
- b) Can arrange, on behalf of the client/hirer, to obtain any alcohol license required for the event at a cost of £31 subject to there being no reason for any required license being refused by the authorities. Bar opening times will be subject to approval by the relevant authorities. Should the client/hirer wish to arrange the license themselves The Old Exchange Holbeach will require a copy of this license at least 21 days before the event.
- c) Will supply all equipment, staff and drinks.  
And will require:
  - d) Will require a 13amp power supply at or near to the bar location.
  - e) Will require sufficient access to the venue prior to the start of the event to provide and assemble the required goods and equipment and sufficient time between the closing of the bar and having to vacate the venue to enable all goods and equipment to be dismantled, removed and loaded into waiting vehicle/s.
  - f) Will charge £ 150 if you fail to meet our strict 100 adults agreement.

#### Booking & Payment:

All bookings including a signed contract and payment of the required booking fee must be received not less than 28 days prior to the event. In the unlikely event of the venue and/or the event being refused an alcohol license the booking fee less any costs incurred in the alcohol license application process will be refunded. In all other circumstances our acceptance of a signed booking form, contract and full payment of the booking fee will constitute a legally binding contract between The Old Exchange Holbeach and the client(s) named on the booking form.

Should the booking include an order for venue decor and/or personalised accessories, payment for these must be received sufficiently in advance, and not less than 28 days before the event, to enable any production or manufacturing process to be completed prior to the event. Any further payments due must be received as cleared funds not less than 14 days prior to the event.

Our fees are based on the number of guests, adults and children, specified on the booking form. Should there be a change to the numbers attending, either more or less, it is a condition of the booking that you inform us. In the case of a free or prepaid bar, should more people attend than have been paid for, adults or children, we will give you the opportunity to pay for the additional guests at the agreed price per head. Such payment must be made immediately. In the event that we cannot locate you, or you refuse to pay we reserve the right to close the bar and remove all our goods and equipment with immediate effect.

## **Parking**

We use a combination of vehicles and box trailers, their size and number being governed by the size of the event. Vehicles range in size from Ford Transit to Mercedes Luton van ; some vehicles have an extended roof line. We must be able to manoeuvre and park these vehicles close to the venue entry/exit doors for unloading on arrival and reloading at the end of the event. It is therefore essential that no parking restrictions apply that might prevent us from carrying out these activities and that sufficient space is available to enable us to carry out these tasks. Once unloaded, the vehicles can be removed to a suitable parking area which, for security and convenience of storing/collecting reserve stock, must be close to and within the boundary of the venue. If suitable and sufficient space is not available and/or we have to park illegally, you will be responsible for payment of any non endorseable fines. Please note: Under no circumstances will we park or unload in any area where our vehicle(s) may be towed away, clamped, locked in or where we may be liable for an endorseable penalty/commit an endorseable offence. The decision of our driver(s) shall be final with regard to any issue relating to parking, or vehicle/staff safety. Should any issue arise relating to these matters, our driver(s) will contact you or your appointed event representative in order to discuss suitable alternatives.

## **The Complete Bar Package**

1. Condition: entertainment license obtained as part of alcohol license
2. Condition: real glass subject to venue consent & loss/damage charge
3. Condition: initial 30 minutes from bar opening

## **Definitions**

'THE COMPANY' "The Old Exchange Holbeach" is the trading name of "The Old Exchange Live Events Ltd", company registered in England No. 8929950

'THE HIRER' is the person hiring the equipment from the company.

'THE PERIOD OF HIRE' means the time commencing with the arrival of the equipment onsite, and terminating when the equipment is removed by The Old Exchange Holbeach.

'A BOOKING' is the contract entered into by the hirer and The Old Exchange Holbeach.

## **General**

These terms and conditions apply to all contracts entered into by The Old Exchange Holbeach unless otherwise stated in The Old Exchange Holbeach written quotation. Any offer of equipment is subject to stock being available on receipt of a deposit at time of booking.

## **Payment Terms**

**Quotes are provided on the basis that a booking is not confirmed until a deposit and signed Terms and Conditions are received by way of a Booking Form.**

- Free drinks bar hire: a deposit of £500 will be required by the hirer 14 days before the event and full payment made to The Old Exchange Holbeach within 7 working days after the date the invoice has been received by the hirer, a late payment charge will be applied as interest at 1% per day to the total invoice cost. The Old Exchange Holbeach will communicate with the hirer (email) to confirm their expectations or restrictions from the bar i.e. unlimited drinks, budget, volume & quantities, shots etc. and the offer of counting products sold, stock or empty bottles is encourage and can be inspected before, during and at the end of the evening for transparency to reassure the hirer.
- Table & chair hire: a deposit of 50% of the total hire cost is payable on booking , the remainder to be paid upon delivery.
- DIY bar hire: a deposit of 50% of the total hire cost is payable on booking, the remainder to be paid upon delivery.
- Bottle chiller hire: a deposit of 50% of the total hire cost is payable on booking, the remainder to be paid upon delivery.
- Glassware: a deposit of 50% of the total hire cost is payable on booking, the remainder to be paid upon delivery.

The Old Exchange Holbeach invoices are for payment on receipt.

## **1. Conditions**

Unless otherwise stated in writing all orders are accepted subject to the Terms and Conditions of hiring stated below and the hirer by authorising or allowing work to proceed is deemed to have acknowledged this.

## **2. Site**

- (a) The hire charges are based on the assumption that the site is a flat level firm ground with easy access for motor transport, and that no drains, cables or other services are buried beneath the surface or otherwise concealed. The Hire charges do not include any making good or repairing of damage to the site.
- (b) The Hirer is required to provide the contractor with either a plan showing the position in which the tent or

equipment are to be erected or should have a representative on the site for that purpose. In the absence of both then the contractor having erected the tents or equipment where he thinks fit shall be deemed to have completed the contract.

(c) The Hirer should never presume that any of the Company's equipment will be attached or joined to any buildings within the site unless stated in the Company's booking forms. Likewise the Hirer should never presume that any other equipment is included in the Hire other than what is stated in the Company's booking forms.

(d) The hirer is required to select a site that is not susceptible to bogginess or has poor drainage. Any flooding caused is the responsibility of the Hirer.

(e) The Hirer must ensure that any obstructions to the site are removed before The Old Exchange Holbeach arrive. This includes plants, shrubs, trees, vehicles and other materials. The Old Exchange Holbeach reserves the right to apply a discretionary surcharge if obstructions prevent work from commencing.

(f) If on arrival to site, the carry from point of parking to point of erection is found to be greater than 20m, a surcharge may be applied.

(g) Appropriate provision of parking must be supplied and all parking costs, (if any) must be paid for by the customer in advance of The Old Exchange Holbeach arriving on site.

### **3. Hire Charges**

The charges published in any of the company's printed matter are for the guidance of the Hirers in estimating costs only and do not constitute an offer.

### **4. Variations**

The Company will use its best endeavors to supply the hirer with the equipment ordered but where this is not possible the Company will notify the Hirer as soon as possible with any alterations to the design and specifications of the equipment and where alteration is fundamental the Hirer may terminate this contract and any deposit will be refunded.

### **5. Payment**

Payments must be made in accordance with the terms stated in the Company's quotation. Should settlement not be made by the Hire date then interest will be charged at 10% per week of the total cost of hire.

### **6. Loss or Damage**

(a) The Hirer shall during the period of Hire be responsible for the maintenance and safe custody of the Company's equipment from completion of erection until dismantling.

(b) The Hirer must be satisfied with the equipment before use and should notify the Company of any miscounts, incorrect deliveries or unacceptable equipment before use.

### **7. Insurance**

The insurance provided by the Company covers the equipment against: Theft, Vandalism, Fire and explosion, Storm and tempest.

### **8. Exclusions from Insurance**

(a) Furniture

(b) Insurance excess - The insurance cover excludes the first £250 of any claim and this is payable by the Hirer.

(c) Cover only applies to equipment that is delivered by the Company and does not include any equipment provided by a sub-contractor, unless invoiced by the Company.

(d) Disappearance, Unexplained or inventory shortage.

(e) Consequential Loss

(f) Acts of fraud or dishonestly by any party to whom the property insured has been entrusted or hired.

(g) Any breach of the Company terms and conditions as herein stated will negate the insurance policy.

(h) Failure to report the loss or damage arising from fire, theft or vandalism to the police immediately upon discovery and to the Company within 24 hours.

(i) Any part or items that are damaged and are not available for re-purchase.

### **9. The Hirers Responsibility**

(a) The Hirer should not enter the equipment while the Company is erecting.

(b) The Hirer should keep any part of the equipment that is a framed structure completely closed and secure while not in use during the period of Hire.

(c) The Hirer should not tamper with the structure or any part of the equipment and in particular not affix or suspend from the equipment any item whatsoever without written consent of the Company.

(d) The Hirer should not use any lighting, heating, cooking or other gas or electrical appliances of any kind without the previous consent in writing of the Company.

(e) The Hirer is responsible for giving notice to or obtaining permits from any authorities who are or may be concerned and must take application where necessary to the Planning Authority, District Surveyor, Police, Fire Brigade and any similar authority or organization. Any costs incurred in delays or modifications in the work arising from the absence or misrepresentation of all such necessary permissions and permits shall be payable to the Company by the Hirer. Where appropriate obtain a license from the Local Authority. Any requirements

under the license must be notified to us in writing, at least 28 days prior to erection. Should the Company for any reason be unable to comply with these requirements, then the contract will become void and the customer advised accordingly.

(f) The Hirer will be responsible for any additional costs incurred to the Company as a result of any booked equipment not being able to be erected/laid due to incorrect measurements, varying height levels or undisclosed site complications of which the Company is not informed.

(g) The Hirer will be responsible for any costs incurred by the Company due to changes being requested once the marquee or bar build has begun.

#### **10. Liability to Third Parties**

The Company will not be responsible for and the Hirer will indemnify the Company against all claims for the injury to persons or loss or damage to property however caused, unless it be proved that such injury or damage caused by faulty material or workmanship or negligence on the part of the Company.

#### **11. Erection and Dismantling**

The Company normally provides labour for the erection and dismantling and the cost thereof is included in the Hire charges. Only in exceptional circumstances and by special arrangement will the Company allow the Hirer to erect and/or dismantle the Company's property.

#### **12. Attendance**

The Hire charges of the marquee do not include attendance by the Company's men except during the actual processes of erecting and dismantling.

#### **13. Force Majeure**

While every effort will be made by the Company to carry out any order accepted, the full performance of it is subject to variation or cancellation by the Company consequent upon Act of God, War, Strikes, Riots, Lockouts or any other disturbances. Fire, Flood, Storm, or Gale restrictions on the use of Transport, Fuel, Power or storage of material or transport or labour or any other cause beyond the control of the Company.

#### **14. Contract**

No verbal representations or arrangements are recognized by the Company. A booking may only be deemed valid once the Hirer is in receipt of a booking confirmation from the Company. The Company will provide a booking confirmation subject to availability and on receipt of a fully completed booking form with a deposit from the Hirer. Should the Company not have availability then the deposit will be returned to the customer.

#### **15. Cancellation**

If The Old Exchange Holbeach is put in a position where licensable activities cannot legally go ahead (i.e. the customer/event organiser does not have the correct license's in place as agreed) the hirer will be liable for ANY INCURRED COST by The Old Exchange Holbeach for this event including stock purchase, van hire, equipment hire, staff, any donation paid and potential loss of earnings that would have been expected at the event. Should the Hirer wish to terminate the contract then the following compensation rates will be charged to the Hirer by the Company:

- 100% of the Hire price for notice less than 7 days prior to the Hire period.
- 50% of the Hire price for notice more than 7 days prior to the hire period.
- Bar hire- £250.00 charge for notice less than 28 days prior to the Hire period.

**\* All deposits are non-refundable.**

## **Payment terms**

Quotes are provided on the basis that a booking is not confirmed until a deposit and signed terms and conditions are received by way of booking form.

## **Bar hire:**

No deposit required to secure our bar services in the local area but charges will apply for early starting occasions (before 7pm) such as a marquee wedding starting in the afternoon or additional traveling time and expenses incurred.