

# Fushia's Terms and Conditions

The following terms and conditions apply to the hiring of the upstairs banquet hall at Fushia, 3 Brighton Road, South Croydon, CR2 6EA. These will help us to ensure that your event runs as smoothly as possible.

## 1. General Booking Conditions

- i. These terms and conditions form the basis of the Booking between the Hirer and Fushia (the Venue). The Venue will not enter into, accept or sign any third party's terms and conditions. The Terms and Conditions will not be varied except in writing and agreed by both parties.
- ii. The Venue reserves the right to decline this and any Booking or part thereof at any time without liability.
- iii. All Bookings are provisional until confirmed by receipt of a non-refundable deposit AND a signed copy of these terms and condition, on or before the due date, as agreed.

## 2. Booking deposits

- i. The **booking fee of £300** must be paid to secure the time and date for the hall. This is non-refundable but will be offset against the total cost.
- ii. The full agreed cost of the event and venue must be paid at least 14 days prior to the event.
- iii. A **refundable deposit of £300** has to be made 14 days in advance of the event to cover the breach of terms and conditions or any damage to the property and will be refunded 3 working days after the event. Additional costs that arise will also be claimed.
- iv. Failure to pay the full amount and the £300 refundable deposit at least 14 days in advance of the event, will result in your booking being revoked and the event being cancelled. You will lose any fees that you have paid as a result of this.

## 3. Payment

- i. All payments must be made in £ Sterling and accompanied by details of the Booking.
- ii. In cases of non-payment the Venue will take appropriate action to recover the debt, including referral to external debt collection services, and shall be entitled to recover all costs, interest, damages and legal expenses (on a full indemnity basis) from the Hirer.
- iii. Access to the venue on the day of the event will not be allowed without full payment.

#### **4. Contracted access times**

- i. All areas or rooms within the Venue to which the Hirer has been granted access, including agreed access times, must be agreed in advance.
- ii. The Hirer must arrive and vacate by the agreed time, as agreed. Failure to adhere to the agreed times may incur additional charges. In the event of unauthorised overrunning (after initial verbal warning) the Venue withholds the right to interrupt the Hire, cut the power supply and exclude hire and third parties from the Venue with or without the assistance of security. If this occurs the Venue will charge additional charges to the Hirer accordingly.
- iii. Use of the hall does not imply any right to use any other part of the building, for deliveries storage or any other access. Hallways must be kept clear.

#### **5. Equipment/set up**

- i. The Venue will take appropriate measures, with in our control, to supply lights and equipment in good working order (see technical information for details). These need to be agreed at least 14 days in advance and may incur an additional charge. If a Technician is required to assist with sound or lighting, there may be an additional charge. The Venue reserves the right to insist that their technician be present at an event and charge as appropriate.
- ii. The arrangement of the hall needs to be agreed at least 14 days in advance. It is the venue's responsibility to set-up the hall by the agreed time. Any changes to the agreed set-up may delay this. Any additional hall set-up is the responsibility of the Hirer. We will not accept responsibility for any delays, as a result of changes made by the Hirer.
- iii. The Hirer agrees to use the equipment belonging to the Venue in a safe manner and return it in good working order. Where equipment is damaged charges will be made to Hirer account.
- iv. Where the Hirer is providing their own electronic equipment, the Hirer agrees to PAT test all equipment before installation. All equipment brought by the Hirer is solely the responsibility of the Hirer.
- v. The Hirer must ensure that any wooden structures brought onto the premises are Class 1 and that all drapes and soft settings and props are fireproofed. The venue reserves the right to refuse the use of any equipment or props.
- vi. The Venue must be clear of all the Hirers property by the end time agreed. Failure to comply with this may result in the Venue disposing of the property and charging the Hirer for expenses incurred. Alternatively, we may charge for the extra time that you use.

## 6. Amendment, Cancellation and Termination

i. All booking fees are non-refundable.

ii. The Venue will acknowledge receipt of all amendments/cancellation/terminations in writing via letter/email/fax to the Hirer indicating whether the amendment, cancellation, termination has been accepted.

iii. In the event of a full or partial cancellation of a confirmed booking by the Hirer less than 14 days prior to the event, cancellation charges will apply as follows: 100% of the event cost plus a reasonable proportion of any additional charges which have or will be incurred by the Venue in respect of the Booking.

iv. If a confirmed booking is postponed, transfer of the deposit against cancellation fees may be agreed at the sole discretion of the Venue.

v. The Venue properly and reasonably reserves the right to cancel or terminate wholly or in part any booking at any time and for any reason including, but not limited to, the following:

- If the Hirer becomes bankrupt or insolvent or enters into liquidation or receivership
- If the Hirer is more than 30 days in arrears in respect of payments due to the Venue in respect of previous and/or current bookings or part(s) thereof.
- If the Booking might, in the Venues reasonable opinion, prejudice the reputation of the Venue.
- If the behaviour of the Hirer/guests/delegates (whether as individuals or as a group) is deemed by the Venue to be unacceptable. Partial termination could result in a number of guests/delegates being asked to leave the Venue.
- If the activity of the Hirer/guests/delegates (whether as individuals or as a group) breaches Fire/ Healthy and Safety or any legislation in any way or deemed unsafe for staff, performers or public.

Any such amendment/cancellation/termination shall be without prejudice to any right of action of the Venue in respect of non payment or any breach of the terms and conditions. Any return of monies will be at the sole discretion of the Venue

vi. Force majeure: If, due to an event beyond its control, the Venue is (in its opinion) unable wholly or substantially to perform its obligations to a Hirer, the Venue will promptly notify the Hirer accordingly and will refund any relevant deposit and/or other pre payment paid to it in respect of the Booking, to the Hirer.

## **7. Liability and Insurance**

i. To the fullest extent permitted by law the Venue shall not be liable for:

- Any loss or damage to property of the Hirer or their guests/delegates
- Any inconvenience or loss caused to any party as a result of cancellation or termination under section 4(ii & iii)

The Venue does not exclude or limit its liability for death or personal injury caused due to its negligence.

ii. Appropriate insurance cover should be obtained by the Hirer to indemnify the Venue against claims which may be made against it in respect of loss or damage which the Venue may suffer. Such insurance should also cover the risk of bodily injury or death to the Hirer, their guests/delegates, their servants, contractors, agents or licensees and members of the group or any third parties. This excludes any such loss, damage, injury, or death as may be caused by the act, default or negligence of the Venue. The Hirer is recommended in advance to check that their personal insurance adequately covers the losses set out in section 7(i) above. The hirer is responsible for all the actions of their guests.

AND

iii. The Hirer will conduct their own risk assessment in respect of their event and will be responsible for such.

iv. If insurance is deemed necessary the Hirer will provide to the Venue on request full details of any insurance obtained.

## **8. Use and care of the Venue premises and property**

i. The Venue and any additional services requested may only be used for the purpose(s) for which they are hired.

ii. Smoking is not permitted anywhere in the Venue (including the fire exits and roof). The Hirers/guests/delegates are asked to refrain from smoking outside main entrance doors.

iii. The Hirer and their guests/delegates are responsible for any wilful or negligent loss and/or damage to Venue furniture and equipment. Any costs of making good any damage will be charged to the Hirer.

iv. All furniture and equipment has been inventoried and may not be transferred between rooms/communal areas without prior agreement of the Venue.

v. No notices, decoration or signs may be attached to the fabric of the Venue without prior agreement of the Venue. Under NO circumstances can tape, staples, nor any fixing be

attached to the pillars, railings, walls or balconies within the hall. Where appropriate, the aforementioned will be removed without warning. Subsequent costs of making good any damage (intentional or not) will be charged to the Hirer.

vi. Health and Safety incidents or Accidents are to be reported to the Duty Manager.

vii. Rules, regulations, technical advice or other requests reasonable made during the running of an event by Fushia staff should be adhered to. Failure to do so may result in the termination of your event.

viii. Hirers are responsible for guests and their behaviour and welfare.

## **9. Hirer/Guest Conduct and Third Party Rights**

i. The Hirer and guests/delegates must conduct themselves in a responsible manner with due consideration to any other guest/delegate, Venue staff or their agents, visitors or members of the public.

ii. The Hirer and their guests/delegates must refrain from any behaviour, which would bring the Venue into disrepute or cause discomfort/risk to others.

iii. The behaviour of all children is the responsibility of the Hirer.

iv. The Hirer has an obligation to ensure all guests adhere to these terms and conditions. The Venue will enforce the terms and conditions against guests individually where relevant. The Venue always reserves the right of admission.

## **10. Food and drink**

i. No food or drink not supplied by the Venue may be brought onto the property, without prior approval by Fushia. Any such food or drink found will be confiscated without warning and may be disposed of.

ii. Under no circumstances can alcohol be brought onto the property without our permission, as this may contravene our licensing conditions. You are responsible for all of your guests and a minimum charge of £300 will be payable by the Hirer as a result of any alcohol being brought into the Fushia premises. Individuals may be asked to leave the premises and your event may be terminated.

iii. The price quoted for any food provided is based on all the guests being served each course in one sitting. The venue reserves the right to refuse to serve guests at different times or to make an additional charge for this. This is still the case if unlimited food is offered.

iv. None of the food provided can be taken off the premises. Any prices quoted are based on eating the food on the premises.

vi. Alcohol may only be served and consumed by those aged 18 and over. Proof of age may be asked. Any person aged under the age of 18 found drinking alcohol and any person supplying them with alcohol will be asked to leave the premises.

vii. Any person deemed to have consumed too much alcohol will not be served and may be asked to leave the premises. Any person found providing alcohol to such a person may be asked to leave the premises.

viii. The Venue reserves the right not to serve any person alcohol at their discretion.

### **11. Variations on the day**

i. Any variations on the agreed contract, within 7 days of the event, may be charged at 120% of the usual price. For example, if the cost of a table was £10.00, the charge would be £12.00 if asked within 7 days of the event. An administrative charge may also apply.

ii. Any variations on the agreed contract on the day of the event may be charged at 150% of the usual price. This charge is for the extra work involved. For example, the cost of an additional guest on the day would be £30.00 if the original price was £20.00 per person.

iii. The Venue reserves the right to only provide what was agreed. The Venue is under no obligation to accommodate any additional requests on the day.

iv. The Venue will only deal with requests from the Hirer and NOT their guests. It is not practical nor advisable to have various people asking for different things.

v. The Venue may ask for payment before any additional requests are carried out.

### **11. Complaints and disputes**

i. In the first instance, any problems or complaints relating to the Venue, additional services or these terms and conditions should be referred to the Duty Manager during the event.

I have read, understood and agree to the terms and conditions.

Name:

Address:

Signature:

Date: