



GENERAL CLUB BOOKING CONDITIONS

All Bookings are considered provisional until a confirmation letter or email and deposit have been received. The Club reserves the right to release the booking and re-let the facilities if confirmation is not received after 10 days

PAYMENTS

Payments by credit card will incur a 2% surcharge

Cheques are made payable to Royal Western Yacht Club of England Ltd and must be paid in time to clear the Club's bank account. Bank transfers are made to Lloyds Bank Sort Code 30-96-68 Account Number 05057296

DEPOSITS

All Deposits are non-refundable or transferable

WEDDINGS AND LARGE PRIVATE FUNCTIONS

- A 20% Deposit of the estimated value booking is required with confirmation.
- There is a minimum payment £500
- An additional 20% required 6 months prior to date of event
- An additional 40% required 2 months prior date of event.
- Final Balance required 14 days prior to date of event
- Any balance due with respect to consumables or other charges will be invoiced on the date of the event and will be due for payment 7 days following the Event

SMALLER FUNCTIONS AND CORPORATE EVENTS

- The Room Hire Charge is required as a deposit. Minimum £100.00
- Final balance 7 days before the event or with Managers approval full payment on night.
- Christmas Bookings will require a deposit of £10.00 per person on booking

CANCELLATION POLICY

In the event of cancellation of the booking, cancellation charges will be as follows.

- If cancellation occurs less than 60 days before Date of Event, we reserve the right to charge a cancellation fee equal to 50% of the estimated total cost.
- If cancellation occurs between 14 and 60 days before the Date of the Event, we reserve the right to charge a cancellation fee equal to 75% of the estimated total cost.

- If cancellation occurs within 14 days of the Date of the Event, we reserve the right to charge a cancellation fee equal to 100% of the estimated total cost.

NUMBERS

- You must confirm numbers of people attending at least 14 days before event
- (7days for smaller events)
- No refunds given after final confirmation.
- Sit Down Meals Maximum 100 Buffet Maximum 150
- No Minimum to day time lunches including Christmas.
- Other Minimum number variation subject to Manager's approval
- Should you or any of your guests have allergies or dietary requirements please advice Chef in writing or email who will be able to assist with menu contents

Our standard Terms & Conditions are incorporated in the Contract between us and a copy of these are available on our Club web site www.rwyc.org or on request.

See below for general terms and conditions

General Terms & Conditions

DEFINITIONS

- 1.1 "Contract" means the contract between the RWYC and the Hirer which incorporates these terms and conditions and those of the RWYC's letter of confirmation of the booking
- 1.2 "Event" means the event described in the Contract
- 1.3 "Small Event" is less than 50 guests
- 1.4 "Hirer" means the person, or persons entering into the Contract with the RWYC and if more than one, each shall be jointly and severally liable for the obligations of the Hirer under the Contract.
"RWYC" means The Royal Western Yacht Club of England.
2. CONTRACT. The Contract comes into effect when the RWYC receives a copy of the RWYC's letter of Confirmation counter-signed by the Hirer with the non-refundable deposit. An exchange of emails by both parties may be acceptable.

BOOKING INFORMATION

- 3.1 The RWYC reserves the right to refuse any booking at its absolute discretion
- 3.2 The RWYC reserves the right to cancel an event in the following cases. In circumstances when a booking is made through a third party or under false pretences: The RWYC believes the booking might prejudice the reputation of the RWYC. Guests attending the event behaved in any way considered to be detrimental, offensive or contrary to normal expected standard of behaviour.
- 3.3 The maximum number of people attending the Event will be notified to the RWYC by the Hirer at least 14 days prior to the Event. This may be reduced to 7 days for smaller event.

FACILITIES

- 4.1 The facilities to be provided by the RWYC include the Premises with access to cloakroom and washroom facilities.
- 4.2 Access to RWYC facilities to set up or deliver equipment outside the stated times is not guaranteed and is at discretion of the RWYC with written permission
- 4.3 Audio-visual and other requested equipment will either be provided by the RWYC or, if provided by the Hirer, will be installed by the RWYC at the cost to the Hirer. All such equipment and installation works shall be subject to prior approval of the RWYC. All equipment brought into the Premises shall require the prior written consent of the RWYC and will be entirely at the Hirer's risk. All equipment of the Hirer must be PAT tested and removed promptly at the end of the Event.

CATERING

- 5.1 No food or drink shall be brought onto the Premises by the Hirer or any guests, except for "celebration cakes" by arrangement. When there may be a small charge for cutting and serving. The RWYC does not allow corkage unless agreed by the Manager. All Catering will be arranged by the RWYC.
- 5.2 No Draw prizes or gifts shall be consumed on the premises.

- 5.3 Menus to be agreed and finalised with our RWYC Chef no less than 10 days before the event.
- 5.4 The RWYC will not be liable for any failure or delay to provide facilities, services, food or beverage s a result of events or matters outside its control. The RWYC facilities may change or alter at the RWYC’s discretion
- 5.5 Table Plans and name card places with pre order must be supplied 48 hours in advance of your Event.
- 5.6 Should your numbers decrease on the day of your event, the original confirmed numbers at full menu price will apply. No refunds or transfers allowed.
- 5.7 All buffet food will be displayed for a maximum of 2 hours from the serving time in adherence with RWYC health & hygiene policies.
- 5.8 Our Menus contain various ingredients that may not be specified or mentioned. Should you or guests have allergies or dietary requirements please advise the Chef in writing or email who will be able to assist with menu contents Please note that specific requirements must be confirmed, with final numbers.14 days prior to your event (7days for small events) The RWYC does not operate a nut free environment, therefore, some products may contain, or come in contact with, nuts or nut products.

CANCELLATION

- 6.1 The Hirer may give notice of cancellation at any time prior to the Event upon cancellation charges referred to in the contract.
- 6.2 The RWYC may cancel the Contract if:-
- 6.2.1 The Hirer fails to make payment on a due date: or
- 6.2.2 The Hirer commits any other breach of the terms of the Contract: or
- 6.2.3 Any action of the Hirer is deemed to be unacceptable by the RWYC whether in relation to the nature of the Event, health and safety. Compliance with applicable local or governmental authority regulations, advertising or otherwise, have the right to forfeit any deposit paid.
- 6.3 The RWYC reserves the right to cancel the Event at any time if circumstances beyond its reasonable control affect the RWYC’s ability to make the Premises available. In that case, the Owner shall have no liability to the Hirer except to return its deposit and any other payment received prior to the Event, after deducting all expenditure reasonably incurred by the Owner in relation to the Event.
- 6.4 See our General Booking Conditions.

PAYMENTS & CHARGES

- 7.1 The Hirer will be responsible for any other costs incurred by the RWYC in relation to the Events
- 7.2 The RWYC reserves the right to charge the Hirer at its usual rates for the use of the Premises if the use continues after the time at which the Event is due to end then an additional charge of £100.00 per hour will apply.
- 7.3 See our General booking conditions.

RULES OF CONDUCT

- 8.1 The Hirer shall ensure that the Hirer and its guests do not cause any nuisance to the Owner or any third parties at the Premises nor will the Hirer permit any unlawful activities on the Premises.

- 8.2 The Hirer shall ensure that no breach of any bye-laws, statutory requirements or health & safety regulations is committed by the Hirer or any of its guests.
- 8.3 The Hirer shall ensure that all rules of conduct with respect to the premises, and which are supplied to the Hirer by the RWYC, are strictly adhered to.

9 **INDEMNITY**

- 9.1 The Hirer shall be liable for and shall indemnify the RWYC against any loss or damage incurred by the RWYC as a result of any act or omission or breach of Contract by the Hirer or by its guests or other third party by which the Hirer is responsible
- 9.2 **Loss or Damage of Property.**
The RWYC does not accept responsibility in respect of loss or damage to any property brought into the premises by or on behalf of the Hirer or any of their guests
- 9.3 **Damage-**The Hirer shall be responsible for damage caused to the RWYC or furnishings, utensil, or equipment by wilful act or default of the Hirer or their guests. The Hirer shall pay to the RWYC on demand the amount required to make or remedy such damage.

10 **GENERAL**

- 10.1 **Assignment and Subletting.**
The Contract is personal to the Hirer and may not be assigned or sublet without the prior written consent of the RWYC.
- 10.2 **Notices**
Every notice shall be in writing and sent either by E mail or by prepaid first class letter to the other party at the address of that party shown in the Contract.
- 10.3 **Smoking policy**
Smoking is only permitted on the Balcony outside the Bar area, using the smoking receptacles provided by the Royal Western Yacht Club
Smoking is not permitted at any time inside the RWYC.
- 10.4 **Drinking up time**
All Hirers and guests must vacate the premises completely by 12.30 am unless authorised by the Manager in writing
The official drinking up time is 20 minutes from the call of last orders at the bar.
- 10.5 **Unreasonable Behaviour**
Any unreasonable behaviour by individuals or persons within the RWYC premises, i.e. Inappropriate language or threatening behaviour towards the management team, staff, or guests, will be asked to leave at the discretion of the Manager or team leader.
- 10.6 **Children**
Children must be supervised and under control at all times by an adult.
The removal of footwear and running is not permitted at any time due to Health & Safety policies.
- 10.7 **Underage drinking**
The RWYC operates a very strict underage drinking policy therefore photographic ID must be shown at all times including documented proof of

DOB, if requested or challenged by a member of staff. The management reserve the right to refuse serving alcohol to any individual who is unable to provide the requested ID.

10.8 **Members Facilities**

All Members of the Royal Western Yacht Club are entitled to use the premises as specified on the membership contract.

10.9 The Hirer may only use the rooms specified.

10.10 **Governing Law**

The Contract is governed by English law and the parties submit to the jurisdiction of the English courts.