The Deveronside Booking Terms and Conditions  v 03-19

Terms and Conditions of contract relevant to conference, banquet, functions, weddings, fundraising events and any other lettings.

(Hereinafter referred to as “the Event”)

The Deveronside management may change or add to Conditions for security, legal or regulatory reasons.

1. **Booking of Event**
   (A) The liability of the contract shall be the person or persons confirming the booking.

2. **The Contract**
   (A) The client shall be responsible to The Deveronside for ensuring the accuracy of the details of the booking forms and for giving The Deveronside any necessary information relating to the event within a sufficient time to enable The Deveronside to perform the contract.

3. **Payment**
   (A) A non refundable deposit of £_________ will be paid confirming an event booking.
   (B) Any money due following additional services requested will be due on the day of the event unless previously agreed by the management.
   (C) A charge of 2% per month will be added to outstanding invoices.

4. **Final Numbers**
   (A) The final numbers for the event will be notified to The Deveronside no later than 7 working days prior to the event.
   (B) Late amendments to clause 2A regarding final numbers will be at The Deveronside’s discretion
   (C) After the 10 day notice The Deveronside will charge in full the number originally provided plus any additional guests if catering is provided by the club and is included in the booking

5. **Cancellation of the event by The Deveronside**
   (A) The club or any part of it is closed due to circumstances out with the club’s control.
   (B) Outstanding monies due not paid.
   (C) Any circumstances, which in The Deveronside’s opinion may cause damage to the reputation of the venue, staff, management and committee, damage to The Deveronside property or risk to guests and nuisance to neighbours.
   (D) Termination or contamination of supplies of public utilities, i.e. Water, Gas, Electricity.
   (E) Failure to provide statutory number of door stewards required or recommended for the event.
   (F) Any event, which does not or in the opinion of the licensee, will not comply with Licensing Laws.
   (G) Enforcement of Local Authority Officers or Agents and Law Officers.
   (H) Failure to produce a relevant Insurance Indemnity certificate if required for an event.

   Should any of the above circumstances arise The Deveronside will refund any advance payments made less any cost involved and absolve itself from any further liability.

6. **Cancellation of the Event by the Client(s) may be imposed by The Deveronside subject to reason(s) for cancellation.**
   (A) Cancellation less than 21 days prior to the event 100% of the price quoted.
   (B) Cancellation between 12 weeks and 22 days 75% of the price quoted.
   (C) Cancellation between 24 weeks and 13 weeks 50% of the price quoted.
   (D) Intimations of cancellation must be made in writing to The Deveronside and will be effective on the date such intimation is received by The Deveronside. The Deveronside will endeavour to mitigate its losses by advertising availability of dates(s) or taking other steps, which in its sole discretion will mitigate any loss to the client.

7. **Price and Changes to Prices**
   (A) The price for the provision of the event or service shall be The Deveronside final quoted price and unless otherwise so stated, shall be inclusive of any value added tax.
   (B) The Deveronside reserve the right to reasonably alter any prices quoted to reflect any increase in the cost to the club, by giving notice, which is due to any factor beyond the control of The Deveronside such as, without limitation alterations of duties, significant increase in the cost of labour, materials or other costs.
   (C) The Deveronside reserve the right to add any new taxes set by the Government, which were not known at the time of booking.
   (D) The Deveronside may add a surcharge as a result of increases of food, beverages and utility supplies as a result of unforeseen circumstances.
8. **Guests Conduct**
The Deveronside reserves the right to refuse service to guests if guests act in a manner which the management consider inappropriate, illegal or a risk to other guests and staff. The Deveronside adopts a zero tolerance and is not obliged to issue any warning and may escort guests out of the building should it be necessary for the interests of other guests and staff.

The Deveronside has CCTV both inside and externally which is monitored remotely.

The Deveronside may terminate the event also in the event of guests acting inappropriately, illegally or if instructed by the Police. **Any damage caused by guests, the event organiser(s) will be held responsible and charged at cost for any repairs or replacement of property at The Deveronside discretion.**

Guests should refrain from congregating outside the building and departing and re-entering the premises several times during an event.

Should The Deveronside terminate the event due to the above reasons The Deveronside will not be liable to make any reimbursement.

8.1 **Children**
Children must be supervised at all times. Children are not the responsibility of The Deveronside management and staff. No child is permitted to use any gaming machines or play pool. In the interest of safety and other guests we kindly ask that children are not left to run around or climb on furniture, railings etc. At no time should a child be left unsupervised.

9. **Reservations**
We cannot hold provisional dates indefinitely. Should the date be requested by another party we will contact you either by telephone or in writing requesting confirmation of your reservation as stated in Clause 1a. In our Terms and Conditions. If we are unable to contact you or do not receive a response within 3 working days we may release your provisional booking.

11. **Door Stewards**
To comply with licensing regulation, subject to the number of guests door stewards may be required. The minimum recommended is 1 per 50 guests however The Deveronside may request additional stewards. Booking of stewards will be the responsibility of The Deveronside, The event organiser will pay The Deveronside in advance of the event and it will be the responsibility of The Deveronside to pay the Door Stewards once all guests have vacated the building and vicinity of the building.

12. **Entertainment**
All entertainment should be appropriate to the profile of guests. The Deveronside reserves the right to terminate any entertainment should the entertainment offend guests and in the case of music play at a volume that is above statutory guidelines creates disturbance to other patrons and neighbours or do not accept any reasonable instructions from staff, management or door stewards.

The Deveronside will not be held responsible for any payment or compensation if entertainment is terminated or changed for the reasons above.

Bands will not overload the electricity supply and should ensure the venue has sufficient power to meet their requirements. The venue will assist, if required, to ensure there is sufficient power. 14 days’ notice will be required in advance of the event. Bands and other entertainers must leave the stage and venue clear and tidy. The Deveronside will not be responsible for any equipment at any time or if left overnight for collection.

13. For children’s events it will be the responsibility for the hirer to carry out their own risk assessment in line with The Deveronside’s Children’s event Booking Terms

**Event Organiser**

I have read, understood and accepted the above Booking Terms and Conditions

Name………………………………………… Signature……………………………………Date………………..

Accepted by The Deveronside (Name) ………………… Date……………………

The Deveronside Tannery Street Banff AB45 1ER events@deveronside.com 01261 812769
The Deveronside operates as a licensed establishment with, lounge bar and function room. The Deveronside accepts bookings for a wide range of events. In the interest of all patrons and guests it has introduced special conditions to ensure the wellbeing of all as well as respecting the neighbourhood and to comply with licensing laws and licensing board conditions.

We request the following conditions are respected as we all wish events to be successful and enjoyable.

1. All guests to be issued with an invitation to be shown on arrival. Alternatively a guest list is provided 5 days prior to the event. Open invitations through Social Media are not permitted under any circumstances.
   Reason: To ensure no gate crashers, control number of guests, employ appropriate number of security and waiting staff and all guests can be identified by name also to avoid conflict between invited guests and non invited persons.

2. Parents and senior family members and guests should attend 18th birthday party events for the full duration of the party. The club operates as a social club not a night club or disco. 18th and 21st booking are taken on the basis of a mixed age group in attendance throughout the evening.

3. Entertainment will require to be vetted by the club. We do not permit loud rave music as all entertainment should be for the enjoyment of all guests. We also have restrictions on certain music providers.

4. Music must be played at a volume that complies with licensing regulations and if requested by staff and security, turned down.

5. DJs and band members are not permitted to consume alcohol or be under the influence of alcohol or drugs or suspected of being under the influence of either.

6. Music must be switched off immediately when instructed by a member of staff or security. Staff or security do not need to explain the reasoning for the instruction at the time. The club reserves the right to terminate entertainment or music prior to the clubs licensing terminal hour. There will be no reimbursement of any fees or charges as early termination will have a cost to the club.

7. DJ or band members must not entice patrons to act in a manner which staff or security may deem unsafe or inappropriate.

8. DJ or band must ensure guests do not dance on the stage.

9. DJ or band must notify club staff or security if they notice guests with glasses or bottles on the dance floor.

10. The club or security staff may terminate the event if they consider any of the above conditions are breeched.

11. The club will not be responsible for any costs nor out of pocket expenses should the event be terminated at any point prior to the clubs statuary operating hours.

12. Final numbers of guests must be notified to the club 5 days before the event.

13. The club management reserve the right to cancel the booking if it is considered there has been a breach of any of the conditions and will not be held responsible for any costs.
14. The person(s) booking the event will be responsible for any damage to the premises and for any associated costs to repair or replace the property or fittings.

15. The club reserves the right to refuse entry to any guest and does not have to offer an explanation.

16. The club only accepts the following as verification of guests’ age.

   I. Driving Licence
   II. Provisional Driving Licence
   III. Passport

   *Any person attending without age verification may be permitted entry but must be accompanied by a responsible adult at all times. The min age of a responsible person is 25.*

16 a. The club will issue identification bands or stamps to guests who may appear under 25. If bands break they must be shown to security and replaced. A new band will not be issued if the original band is not returned.

17. Deveronside is a member of Banff & Macduff Pub Watch. Any incident including inappropriate language towards any staff will be reported to Pub Watch and or the Police which may result in a ban by other establishment in Pub Watch.

18. Any person(s) suspected with having in possession, dealing or attempting to purchase or source drugs or refuses to be searched by security will be refused entry or removed from the premises. Any person found in possession, dealing or using drugs will be reported to the police, Pub Watch and banned entry to the club for life.

19. Security and staff reserve the right to search persons and bags for any alcohol or weapons. If a search is refused when first requested the person will be refused entry and not allowed to attempt entry at a later time.

20. Any person being sick or causing a disturbance in the vicinity of the club will be refused entry and asked to leave the area surrounding the club which is in ownership or control of the club.

21. All guests must leave the premises quietly and are requested to respect the neighbourhood and act in an appropriate manner not to disturb local residents. The club reserves the right to refuse entry to any person having been reported for behaving in a manner which has or may affect the club’s reputation. No bottles or glasses to be removed from the premises.

22. Persons arriving or leaving by motor vehicle either as the driver or passenger must abide by the same conditions as clause 21.

23. The club reserves the right to refuse the sale of any drink without an explanation and take possession of any drink from a person again without an explanation. By purchasing a beverage alcoholic or non-alcoholic, it is sold on the agreement of persons behaving appropriately and respectful to all staff and other guests at all times. No drinking up time is permitted in this circumstance.

24. Persons must not congregate or loiter in toilets.

25. Security and staff may refuse re-entry to the club at any time.

26. Persons must not congregate near entrances and fire escapes. Persons must also refrain from frequently leaving and re-entering the club several times within a short period of time.
27. The club reserves the right to amend or add new conditions without notice.