Please read, sign and date this document and return it to The Yacht Club Bar & Restaurants soon as possible or by the date stipulated, to confirm your booking. Please keep the top copy for your records.

1. GENERAL BOOKING CONDITIONS

1.1. These conditions apply to the booking of any event held at The Yacht Club Bar & Restaurant Liverpool. Please ensure that you read our terms and conditions thoroughly and do not hesitate to contact us if anything is unclear. This agreement shall be subject to English Law.

1.2. All Bookings are held on option until the contract is signed by the Client and The Yacht Club Bar & Restaurant and the deposit is paid. If another enquiry for availability for the same date(s) is received the original Client will be informed.

1.3. The Yacht Club Bar will remain open to the public throughout the day from 7.30am to 11.30pm daily.

1.4. The Company cannot be held responsible for any damage or loss of The Client 's or The Client 's guests property, however caused.

1.5. Any personal belongings from The Client 's event must be collected and taken away with you on departure or at the latest by 10.00am the following day.

1.6. The Company will not be responsible for any personal items left on the premises at any time.

1.7. The Company will not accept responsibility for the supervision of children. Children must be supervised at all times. All children under the age of 18 must be off the premises by 9pm.

1.8. The Company reserves the right to refuse admission at any time.

1.9. The Client must notify The Company in advance of any children under the age of 18 who will be attending the event, admission may be refused if this information is not given to The Company.

1.10. The Company reserves the right to cancel any event and/ or offer an alternative date of equal value, in the event of a fire, any natural disaster or a reason outside of our control.

1.11. No fireworks, combustibles or hazardous items are permitted at The Yacht Club Bar & Restaurant and anyone found with such items will be asked to remove any such items promptly from the premises

1.12. Day and evening entertainment noise levels have to be kept to a suitable level, set by The Company. Failure to comply will result in termination of entertainment for the remainder of the event.

1.13. The Yacht Club Bar & Restaurant operates within a residential area; therefore, live entertainment bands & DJs must adhere to Residential Law by ceasing live music at 11.00pm Sunday-Thursday and 12.00am Friday and Saturday. All windows and doors must be kept closed from 7.30pm.

1.14. Live entertainment bands must be plugged into our sound limiter at all times during performance and adhere to an acceptable sound level agreed during sound check with The Company. Failure to comply with these regulations and residential law will result in termination of live entertainment for the remainder of the event.

1.15. Any additional Sound & Lighting or AV required must be approved by The Company prior to your independent contract with them.

1.16. The Company shall not be liable for any failure to provide access to or, use of the venue or facilities arising from circumstances outside of its control.

1.17. No food or beverages of any kind are permitted on the premises unless supplied by The Company or otherwise agreed in writing with the client.

1.18. The Client shall not be entitled to assign the booking to any third party nor utilise The Yacht Club Bar & Restaurant Liverpool's facilities, other than for the purpose stated in the contract, without The Yacht Club Bar & Restaurant Liverpool's prior written approval.

2. LIABILITY

2.1 The Yacht Club Bar & Restaurant asks that you, your guests and any supplier you use observe and adhere with the following:

a) Comply with all licensing, health and safety and other regulations relating to The Yacht Club Bar & Restaurant Liverpool.

b) Not carry out any electrical installation or other works at The Yacht Club Bar & Restaurant Liverpool, including amplification and lighting, without The Yacht Club Bar & Restaurant Liverpool's prior written consent.

c) Not to employ the services of any outside contractors other than those arranged by The Yacht Club Bar & Restaurant at the function unless authorised in writing by The Yacht Club Bar & Restaurant Liverpool. The Yacht Club Bar & Restaurant reserves the right to refuse access to any contractor.

d) Not consume any food or drink at The Yacht Club Bar & Restaurant not supplied by The Yacht Club Bar & Restaurant Liverpool, without prior consent

e) Not act in an improper or disorderly manner, leave promptly at the appropriate time and comply with any reasonable request by The Yacht Club Bar & Restaurant Liverpool's employees. Failure to leave promptly and quietly at the request of the employees will result in the loss of the £500.00 security deposit.

f) Not affix signs, displays and posters to walls without the authorisation of the management of The Yacht Club Bar & Restaurant Liverpool

g) Not buy or sell goods or services on the premises nor sell tickets at the door without the authorisation of the management of The Yacht Club Bar & Restaurant Liverpool.

h) Any person or item in breach of these conditions may be refused admission to or be removed from The Yacht Club Bar & Restaurant Liverpool's premises.

2.2 The Client will be liable for any loss or damage to The Yacht Club Bar & Restaurant Liverpool's property including walls, light fittings and equipment (including items hired on their behalf by The Yacht Club Bar & Restaurant for their use) or injury to any person including The Yacht Club Bar & Restaurant Liverpool's staff and shall indemnify The Yacht Club Bar & Restaurant against any loss or liability. Any damages will be taken from the £500.00 security deposit within 48 hours of the event date. Any surplus charges will be billed to you separately.

2.3 Reasonable accidental damage is covered by the company (e.g. glassware or crockery). A £500.00 damages deposit will be held and returned 28 hours post event should no damages occur.

2.4 The Client is advised to consider arranging insurance for the function covering public liability and the loss or damage to its property and that of persons attending the function.

2.5 Third party suppliers are wholly responsible for their equipment and products both before and after an event and must provide suitable storage containers for any items left onsite. For example, but not limited to linen being delivered in linen bags and sound equipment being stored in flight cases. The Yacht Club Bar & Restaurant are not responsible for any failure of in house equipment caused by third party supplier equipment arranged by the client.

2.6 Whilst the Yacht Club Bar & Restaurant has taken all reasonable steps to ensure that the information contained in its brochures, tariffs, leaflets and advertisements is accurate, it reserves the right to alter, substitute or withdraw any service, facility or amenity without prior notice if necessary.

3. COMMUNICATIONS

3.1 The client must give The Yacht Club Bar & Restaurant details of final timings, menu's and any special requests at least 8 weeks before the event date.

3.2 Our banqueting menu is specified by pre order of dishes, we will endeavour to meet all dietary restrictions as long as these details are communicated in advance of the agreed deadlines for your event. We will endeavour to accommodate and cater for ad hoc requirements on the day however this cannot be guaranteed.

3.3 If on the day of your event we have to provide a significant number of alternative dishes for your guests due to non-communication of dietary needs then we will where possible, provide a suitable alternative dish/is subject to availability and an additional charge will be levied to your account

3.4 All final catering details are required 4 weeks prior to the event and will be used to provide final calculation of charges. The acceptance of any increase over the previously advised numbers will be subject to the availability of space and at The Yacht Club Bar & Restaurant Liverpool's discretion.

3.5 If the client requires extra facilities, The Yacht Club Bar & Restaurant will do it's best to try to accommodate the Client but can give no guarantee. If the Client requires fewer facilities or reduces the number of guests below the guaranteed minimum number on the contract, no refund will be made and in certain circumstances the Client will have to pay The Yacht Club Bar & Restaurant cancellation charges for the cancelled facilities or reduced guest numbers.

3.6 The Client shall provide, on request by The Yacht Club Bar & Restaurant Liverpool, all such information as is available in relation to the function as may be necessary to enable The Yacht Club Bar & Restaurant to make a fully informed assessment of its obligation to provide the services.

3.7 If the general public are to be admitted to the function, the Client should not use The Yacht Club Bar & Restaurant Liverpool's name or trademarks without its prior written permission and must show all tickets, posters and advertising material to The Yacht Club Bar & Restaurant for its prior approval in writing. In all other circumstances this information should be provided if so requested by The Yacht Club Bar & Restaurant Liverpool.

4. PAYMENT

4.1 To confirm bookings at The Yacht Club Bar & Restaurant Liverpool, the Client must sign the contract and make any payments as stated on the contract by the date indicated. Generally, a 25% non-refundable and non-transferable deposit is required to secure a booking. 75% is then due 6 weeks prior to the event.

4.2 The outstanding balance of the total amount due is required no later than 6 weeks before your event. Cheque payments cannot be made for final payments. The Yacht Club Bar & Restaurant may cancel the booking without any further notice if the contract is not returned signed by the due date and/or the required Deposit paid in full.

4.4 Final catering numbers are due 6 weeks prior to your event in line with your balance payment. After this point no refund or reduction for reduced guest numbers can be made.

4.5 All monies must be received by The Company prior to your event taking place, without exception.

4.6 VAT is included in all prices advertised; however, prices may change to reflect any imposed changes to the VAT rate.

4.7 All prices are subject to change without prior notice although we will where reasonably possible honour prices agreed at the time of you confirming your booking.

4.8 All payments are non-transferable and non-refundable.

4.9 Payments can be made by cash, BACS, debit card, bankers draft or personal cheques. Cheques must be paid at least 6 weeks before the date of the event, made payable to Harbourside Marina Ltd

4.10 A £500.00 damages deposit will be taken on top of the 75% final payment, and returned to you in full 48 hours post event should no damages have occurred. Should damages have occurred, the £500.00 deposit will be used to offset any costs incurred and any surplus charges will be billed directly to you.

4.11 A full list of fines & charges are available online and below:

a) Trespassing onto the marina pontoons or any of the boats = £250.00
b) Drugs consumed on the grounds or within the premises = £500.00. Please note* The police will be called immediately if drugs are found to have been consumed or bought onto the premises.
c) Alcohol not provided by The Yacht Club Liverpool = £100.00
d) Damage to company property or equipment = Charged on inspection

5. **CANCELLATION BY CLIENT**

5.1 Cancellations must be confirmed in writing, if not we will presume the booking is still active and further charges will be incurred.

5.2 Cancellation at any time prior to the confirmed date equates to loss of deposit.

5.3 Cancellation between 3 months and 4 weeks prior to the confirmed date incurs a loss of 50% of your total payment.

5.4 Cancellation 4 weeks or less prior to the confirmed date of event The Client will incur total loss of charges. Any postponement of confirmed business will be considered as a cancellation.

5.5 If the Client needs to reduce the facilities or guest numbers set out on the event schedule, the client must tell The Yacht Club Bar & Restaurants soon as practically possible and The Yacht Club Bar & Restaurant will send the Client an amended event schedule. The Yacht Club Bar & Restaurant will still however be entitled to charge the Client according to the guaranteed minimum numbers shown in these Terms and Conditions.

5.6 If the Client cancels all or portion of their booking after the final balance has paid then no refunds will be made

6. **CANCELLATION BY the Yacht Club Bar & Restaurant Liverpool**

6.1 If the Yacht Club Bar & Restaurant or any part of it is closed due to circumstances outside its control then The Yacht Club Bar & Restaurant will take all reasonable steps to fulfil the reservation to the best of its ability and in accordance with the details provided. However, it reserves the right to provide alternative services or venue of at least a similar standard at no additional costs to the Client.

6.2 Notwithstanding anything contained in these Terms and Conditions, The Yacht Club Bar & Restaurant will not be liable for any failure to perform its obligations to the Client in whole or part as a result of any of the following circumstances:

a) Strikes

b) Other industrial action(s)

c) Civil unrest, dispute or commotion

d) Fire at or near The Yacht Club Bar & Restaurant Liverpool

e) Flood at or near The Yacht Club Bar & Restaurant Liverpool

f) Act of god

g) Legal action against The Yacht Club Bar & Restaurant Liverpool, not resulting from its negligence, preventing the supply of services.

6.3 No variation of these Terms and Conditions shall be effective unless in writing and signed on behalf of both The Yacht Club Bar & Restaurant and the Client.

6.4 The Yacht Club Bar & Restaurant reserves the right to cancel any booking if the payments are not met on the due dates stated.

7. EVENT SPECIFIC

7.1 The Client must cater for 100% of their total guest numbers both day and night.

7.2 The Yacht Club Bar & Restaurant bar will remain open to the public and will serve food and drinks throughout the day unless the space has been booked and paid for by The Client for their event.

7.3 Our banqueting menu is specified by pre order of dishes, we will endeavour to meet all dietary restrictions as long as these details are communicated in advance of the agreed deadlines for your event. We will endeavour to accommodate and cater for ad hoc requirements on the day however this cannot be guaranteed.

7.4 If on the day of your event we have to provide a significant number of alternative dishes for your guests due to non-communication of dietary needs then we will where possible, provide a suitable alternative dish/is subject to availability and an additional charge will be levied to your account

7.5 It is the responsibility of the bride/s and groom/s to contact Liverpool Registration Service to arrange the legal side of your civil ceremony with us; we as the Company do not deal with any legal side of weddings.

7.6 The registrar or celebrant fees are payable directly by the bride/s and groom/s and are not included in any charges levied by the Isla Gladstone

7.7 No decorative items belonging to third party suppliers and/or bridal party can be stored at The Yacht Club Bar & Restaurant before the day of your event unless specifically agreed with your co-ordinator in writing.

7.8 All perishable items including but not exclusive to fresh flowers, celebratory cake, and edible favours can only be delivered on the day of the event. We do not have any cold storage facilities onsite and as such we cannot be responsible for condition of products if delivered pre-event

7.9 For health & safety, Buffets must be cleared within two hours of serving. The Client is able to take home the remainder of the buffet but this must be packed away by The Client within the two hour period.

8. SUMMARY OF PAYMENT SCHEDLUE

8.1 Unless otherwise offered and accepted in writing by a senior manager or director of The Yacht Club Bar & Restaurant our terms shall be:

a) A non-refundable deposit of 25% of the total booking fee is required at the time of booking

b) 75% balance payment required 6 weeks prior to the event, function or wedding date.

c) A £500.00 damaged deposit is due at the time of booking

8.2 In the event of there being a remaining balance for additional services or products this must be settled prior to departure and completion of the event, function or wedding.

8.3 The guaranteed minimum numbers are the figure on which all the per head charges will be based. The Yacht Club's charges will then be based on either the minimum numbers here, or the final numbers, whichever is the greater.

a) The expected numbers are: DAY: Adults…… Children…….
NIGHT: Adults…… Children……..
Minimum numbers are:
DAY: Adults…….. Children……..

I confirm I have read, understood and agree to the booking terms and conditions above relating to my event.

Event Date……..

Name (PRINT)……..

Signed……..

Todays Date: ……..