

Christmas Event Terms and Conditions

These terms and conditions form part of the contractual agreement between You and Dancing Man Brewery Limited. Please read them carefully. We reserve the right to change these terms and conditions at any time.

The Contract

 Your contract is with Dancing Man Brewery Limited and comprises of your booking form, final statement and these terms and conditions.

Definitions

- "Venue" means the upstairs event room at The Wool House where your event is agreed to be held.
- "Event" means the services relating to your Christmas event which we have agreed to provide to you as detailed in your quotation and subsequent correspondence.

Your Booking

Making your Booking

- 4. Should you wish to confirm a booking, you should do so within 7 days by making payment of the deposit due. If confirmation is not received within 7 days, no booking will be made and any provisional booking will expire.
- Payment can be made in cash, or by most credit/debit cards.
- The booking is only deemed confirmed once we have sent through a confirmation email to you upon receipt of payment of the deposit.

Deposit & Payment

- A non-refundable, non-transferable deposit of £10.00 per person is payable upon confirming your booking.
- Please note that if you subsequently cancel a confirmed booking, your deposit will not be refunded.
- We will request payment for the total price of your booking (less the deposit paid) after the booking has been made. You must pay the final balance in full no later than 28 days prior to the date of the booking.
- We reserve the right to cancel the booking if the final payment is not received by the agreed date.

Payment Due	Payment Required
Confirmation of Booking	£10.00 per person (non- refundable/non- transferable)
At least 28 days prior to event date	100% of total booking price (less amounts already paid)

Price

- Final numbers, menu options and any dietary requirements are to be confirmed at least 28 days prior to the Event.
- All our prices include 20% VAT. Should the VAT rate change, we reserve the right to adjust our prices accordingly.
- 13. Whilst we endeavour to provide accurate quotations, we are governed by the market on the price of our food and drink items. Should there be an increase in our supplier fees, we reserve the right to adjust your quote accordingly.
- 14. A credit/ debit card will be taken at the beginning of your event should you wish to create a tab for drinks during the evening. This will be returned when payment has been made at the end of your event.

Your Event

- 15. As part of your booking, the upper floor and bar will be open to you and your guests, as well as access to the downstairs public areas of the main Brewery building and its front patio/courtyard area. We cannot guarantee that no one else will be present in the public areas or venue room at the same time as you and your guests.
- 16. We reserve the right to transfer bookings if minimum numbers are not achieved for a private booking of the upper floor to a reserved table in the restaurant.

Christmas Menu

- 17. On confirming your booking, you will be provided with a Pre-order Christmas Menu for your guests to choose from. You must inform us of your chosen options and any dietary requirements/allergies at least 28 days before the date of your event.
- Menu choices received after this deadline may not be able to be catered for, and we reserve the right to select a default option.
- 19. If we do not receive choices for all guests for your booking, we reserve the right to select a default option to make up the numbers.

Changes to the Venue / Booking

- 20. We reserve the right to make changes to the interior and/or exterior of the venue between the time of your booking and the date of your event. For example, we may make changes to the décor.
- 21. We will use all reasonable endeavours to ensure that no components of your booking may be altered. However, we reserve the right to make changes to certain components where it is deemed necessary to comply with health and safety requirements, changes to the law or codes of practice, or to make minor changes where we reasonably believe will not be to the detriment of your overall event experience.
- 22. We will always notify you of any significant changes covered by the above paragraphs, but unless a change is deemed one that will fundamentally

[•] Dancing Man Brewery Limited • Registered in England & Wales (Registered No. 07824122) •

[•] The Wool House, Town Quay, Southampton, Hampshire, SO14 2AR, United Kingdom •



alter the nature of your booking experience, we will not offer any refunds, costs or compensation.

Nominated Person(s)

23. Please note that Dancing Man Brewery will only take instruction from the person(s) booking, unless an alternative person(s) has been nominated and we have been notified in writing.

The Venue

Timings

- 24. The bar closes at 11:30 pm Sunday-Wednesday and 12.00 Midnight Thursday-Saturday
- All guests must have left the premises within 30 minutes of bar closure.

Food and Drinks

- 26. Unless we agree otherwise, only food and drinks supplied by us may be consumed at the venue.
- 27. Corkage is discouraged; however, if it is agreed, the following charges will apply:

Beverage	Cost
Wine	£10.00 per bottle
Sparkling Wine	£15.00 per bottle
Champagne	£20.00 per bottle
Spirits	£40.00 per bottle

Unacceptable Activities

- 28. We reserve the right to stop any activity which we reasonably believe is likely to cause damage to the interior or exterior of the venue, our property, or risk the health and safety of people at the venue.
- 29. We will not tolerate any abusive behaviour by guests to any other guests or to our members of staff. We reserve the right to remove any person(s) acting inappropriately from the venue.
- Any damage, theft or breakages caused to the venue, its equipment, contents or fittings will be charged to you and will be invoiced immediately after the booking.
- 31. You must comply with and use your reasonable endeavours to ensure that your guests comply with, all our reasonable instructions. The venue is a listed building and therefore we have an obligation and a duty to protect it. Our instructions to you and your guests are intended to ensure the safety and wellbeing of both the property and the people in the venue.

Social Media

- 32. As part of our marketing, we may take photographic images relating to some bookings for use via the following channels:
 - a. Social Media
 - b. Marketing Campaigns
 - c. E-Marketina

- We will always request your or your guests consent where they are in a photograph we would like to use
- No promotional material, including photographs or videos may be taken or recorded by you or your guests during the booking without our written consent.

Your responsibilities

Drugs

- We have a zero-tolerance policy on drugs and any illegal substance.
- 36. If any person(s) is found to using, or suspected to be under the influence of, drugs or other illegal substances will be asked to leave with immediate effect
- 37. If any person(s) is witnessed partaking in drug use or other illegal substances, they will be ejected from the venue, barred with immediate effect, and the Police will be notified.

CHALLENGE 25

38. We adhere to the CHALLENGE 25 policy and as such, we reserve the right to refuse the service of alcohol. If any person(s) is found to be supplying alcohol to underage patrons, they will be asked to leave with immediate effect.

Children

- 39. You are responsible for ensuring that children attending your booking are supervised at all times. Our venue is a working brewery and appropriate caution must be taken to ensure the safety of everyone in the venue.
- No children will be allowed in the public bar after 9

Location

- 41. The venue is located in a built-up area and it is your guest's responsibility to behave accordingly.
- 42. We have suitable outside seating for those who wish to drink outside.

Cancellation

Cancellation by You

- 43. If you cancel your confirmed booking, you must do so in writing as soon as possible.
- 44. If you have paid the full amount due, we will refund you the full amount less the deposit paid unless the cancellation is made within 28 days of the booking,
- 45. Should you need to cancel due to adverse weather conditions, at our discretion, you may be re-book for a later date (within 6 months).

Cancellation by Us

46. We reserve the right to cancel your booking without liability to you and without any obligation to refund your deposit if:

- Dancing Man Brewery Limited Registered in England & Wales (Registered No. 07824122)
 - The Wool House, Town Quay, Southampton, Hampshire, SO14 2AR, United Kingdom
 - T: +44 (0)2380 836666 E: events@dancingmanbrewery.co.uk •



- The Venue has to be closed for reasons beyond our control, including Force Majeure as detailed herein.
- The full balance is not received by the due date.
- c. You are already in arrears with any payment due to Dancing Man Brewery.
- d. You are in breach of any of these terms and conditions and fail to rectify such breach within 7 days of written request to do so from us.
- e. If you are a company:
 - a petition or resolution is passed for the winding up of the company:
 - ii. a receiver is appointed;
 - the company is reasonably considered to be unable to pay its debts as defined in section 123 of the Insolvency Act 1986:
 - iv. the company ceases or threatens to cease carrying on business; or
 - v. an Administration Order is made under section 1 Insolvency Act 1986.
- f. We have reasonable grounds to believe that your behaviour or that of your guests at the booking is likely to result in the damage to the venue, our property, and/or injury to our staff or other guests.

Force Majeure

- 47. Dancing Man Brewery may have to make changes to your booking for the reason of Force Majeure, meaning unusual or unforeseeable circumstances beyond our control, the consequences of which neither our suppliers nor we could avoid; for example: industrial disputes, natural disaster, fire or adverse weather conditions, or similar events beyond our control.
- 48. We shall not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under our contract with you that is caused by events outside our reasonable control (such as serious damage to the venue, serious adverse weather conditions, a pandemic or epidemic, or interruption or failure of utility services such as electric power, gas or water).
- 49. In these circumstances, we shall use every effort to notify you as soon as is reasonably practical.

Limitation of Liability

50. Personal belongings, vehicles, accessories, and contents, are left at the owner's risk. Dancing Man Brewery will not accept any liability for nor any responsibility for any loss or damage, or for any

- injury to any persons not cause through the fault of $\ensuremath{\mathsf{DMB}}$
- 51. Subject to the below paragraph, our total liability to you for any loss you suffer will be limited to the total amount of money payable to us for your booking. We will not be liable for any losses which were not reasonably foreseeable to both you and us when the contract was entered into or for any losses that were not caused by any breach of contract or breach of statutory duty or negligence on our part
- 52. Nothing in these terms excludes or limits in any way our liability for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation, or for any other matter for which it would be illegal or unlawful for us to exclude or limit (or attempt to exclude or limit) our liability.

General

- These terms and conditions are deemed accepted on confirmation of the booking and payment of your deposit.
- 54. In accordance with our Data Protection Registration, your details will be held on our database for the purpose of administration and will not be passed to any third party other than as required in managing your booking, unless we are legally entitled or obliged to do so (for example, if required to do so by a court order or for the prevention of fraud or other crime). We will not sell your personal information to a third party.
- 55. The contract between you and Dancing Man Brewery is governed by the laws of England and Wales, and subject to the jurisdiction of the English Courts.

[•] Dancing Man Brewery Limited • Registered in England & Wales (Registered No. 07824122) •

[•] The Wool House, Town Quay, Southampton, Hampshire, SO14 2AR, United Kingdom •