### **Terms and Conditions**

Please, read carefully the following terms and conditions that will apply to the use of The Private Dining Room (PDR) which we agree to provide to you.

## 1. Hire Charges

The hire charge consists of a fee to cover the upkeep and set up of the room and may be charge in conjunction with a staffing charge to cover the cost of any staff needed for your event. The room charges start from £120 and increases with complexity and number of staff needed.

#### 2. Use of rooms

The hirer shall not permit more than the maximum number of people specified to be in any meeting room at any time. The hirer must declare at the outset the purpose of the application and the room/s used for that purpose only.

## 4. Cleanliness and Breakages

The hirer must leave the premises in a clean and tidy condition. The hirer must indemnify the owners against any loss, thefts or damage however caused, during or in respect of the period of hire.

### 5. Catering

Food and drink purchased from sources other than The Lakeside Restaurant must not be consumed on the premises.

### 6. Third Parties

Applications or bookings on behalf of a third party must be declared at the time of the application or booking.

Third-parties, such as booking agents, can only be paid commission by prior agreement in writing.

All commissions are to be paid by us after the event/s by credit or debit card, on receipt of a valid VAT invoice.

Third parties making applications or bookings are responsible for the payment to us of all hire charges, fees and indemnifications mentioned in these terms and conditions.

## 7. Applications / Requests for Hire

The Lakeside Restaurant reserves the right to refuse applications or requests for hire.

### 8. Use of Premises

The hirer, staff, servants, agents and visitors must vacate the room by the time specified. The hirer shall indemnify The Lakeside Restaurant from and against any loss caused by the hirer, staff, servants, agents and visitors failing to vacate the room by the time specified.

The Lakeside Restaurant reserves the right to charge the hirer for the use of the premises should the hirer, staff, servants, agents or visitors fail to vacate the room by the time specified.

## 9. Indemnification

The hirer shall indemnify The Lakeside Restaurant from and against:

all claims demands, actions or proceedings in respect of the death or injury howsoever and whomsoever caused of or to any persons which shall occur or arise from any accident or occurrence which shall happen while such person is on or upon any part of the premises during the period of hire or in respect of any loss or damage suffered or sustained by any person in consequence of any such death or injury, all claims, demands, actions, or proceedings and any loss, damage or injury which may be brought against or suffered

by the owners arising from or in consequence of the non-observance or non-performance of any of these Conditions of Hire or any act, neglect, default or omission of the hirer, his/her agents, servants or visitors, any claim under copyright law.

## 10. Cancellation of Booking

- a. The Lakeside Restaurant reserves the right to cancel any booking. A minimum of 10 working days' notice will be given in the event of cancellation by The Lakeside Restaurant.
- b. Cancellation by the hirer within 5 working days prior to the booking is liable to a 100% cancellation fee
- c. Cancellation via Email by the hirer in excess of 10 working days prior to the booking is not subject to any cancellation fee or charge.
- d. On the day of hire the Lakeside Restaurant reserves the right to terminate the letting forthwith if, in their opinion the hirer, their staff, agents or visitors are in breach of any of the terms and conditions of hire. In that event the hirer, their servants, staff, agents or visitors are required to leave the premises immediately, taking with them their possessions and equipment. In the event of hire being terminated in such a manner, the owners will not be responsible for any claims, losses, actions or damages incurred by or on behalf of the hirer, their servants, staff, agents or visitors in respect of this termination. Nor will any hire charge be waived.
- e. Any cancellations by the hirer must be made in writing this can be via email email: Lakeside@surrey.ac.uk

# 11. Filming and Photography

No filming or photography in the building without prior written permission from The Lakeside Restaurant.

### 12. Payment

Internal: When agreed in advance with The Lakeside Restaurant, fees must be paid on the day of the event and will be charged to the project code provided. No booking for the Private dining room is confirmed until an online booking form has been completed with a valid project code, staff number and purpose code.

External: When agreed in advance with The Lakeside Restaurant, a holding deposit of 25% maybe charged. If paying by card or cash the balance will be due on the day of the event. If it has been pre-arranged with the Lakeside Restaurant that you will pay via Invoice, the balance will be due 30 days from the date of the invoice.

On all other occasions the fees must be paid before the hirer uses The Private dining room.

### 13. Refunds

When making discretionary refunds The Lakeside Restaurant reserves the right to withhold monies equivalent to any fees charged by a third party in respect of the refund and original payment. Third parties include, but are not limited to, credit card companies, banks, financial institutions and online payment systems.

### 15. Music

The hirer must not make or broadcast music without the express permission of the Lakeside Restaurant.

# 16. Exclusion of Third Party Rights

Each party confirms that no term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.