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# Private Hire Terms & Conditions

Newburgh Inn | Mains of Scotstoun Inn | White Cockade

# Private Hire Terms and Conditions

## Definitions

In these terms and conditions the following words and phrases shall have the following meaning:

<b>The Premises</b>	Refers to the premises where you will be holding your function/event. To whom the agreement is with the managing company "Restaurants Aberdeen (Bridge of Don) Limited".
<b>Client</b>	The person(s), firm or company to whom Restaurants Aberdeen' hospitality and/or conference facilities are being hired out and provided:
<b>Confirmation of Booking</b>	Means confirmation of a provisional booking in person/writing/email from the client or third party to be received not later than 14 days after the provisional booking.
<b>Function</b>	An event to be held within a room or facility booked on a specific date or dates.
<b>Guests</b>	Are the people who the client invites to attend the function. We operate a strict challenge 25 policy, if you are lucky enough to look under 25 years of age you WILL be asked for identification. Identification may be required. Please note that we only accept passports and driving license photo cards as age identification.
<b>Hire Deposit</b>	This is the deposit that is held against the room until after the event for securing the facilities.
<b>Minimum Numbers</b>	Means the minimum number of guests catered for as agreed between the client and The Premises at the time of confirmation of booking.
<b>Order Form</b>	Means the form which sets out the choice of various consumables that the company offers to provide the client during and in relation to the function.
<b>Payment Request</b>	The request issued by The Premises to the client for payment in advance of a function or event.
<b>Provisional Booking</b>	Means a verbal reservation of a function or event.
<b>Total Charge</b>	The estimated total value of all services to be supplied calculated with reference to the guaranteed minimum number of guests.

# Terms and Conditions of Hire

## 1. Provisional Booking

- 1.2 The Premises shall hold a provisional booking for a maximum of 14 days until the company receives confirmation in person/writing/email of booking, which must be within 14 days of making a provisional booking unless otherwise agreed in writing. The Premises reserves the right to cancel any booking, due to any unforeseen circumstances. The Premises will use its best endeavours to offer the client another suitable date.
- 1.3 Upon confirmation of a booking the client must agree a minimum number of guests

## 2. Price / Payment

- 2.1 The Premises requires the client to pay a hire deposit on confirmation of booking.
- 2.2 The Premises shall provide to the client an estimate of the total charge on or as soon as reasonable practicable after confirmation of booking
- 2.3 The Premises reserves the right to change any of its prices on reasonable notice to the client
- 2.4 Unless otherwise stated all prices quoted are inclusive of VAT (value added tax), which will be charged at the rate in force at the time of the issue of any invoice or payment request.
- 2.5 The Premises will require full payment prior to any event unless prior arrangements for credit facilities have been made.
- 2.6 A payment request will be issued by The Premises for the full balance payable, which must be settled by the client within 14 days of the date of the request or prior to the event taking place, whichever is the earlier. Should the payment request be outstanding more than 14 days from the date of the request, The Premises may treat the confirmed booking as being cancelled by the client.
- 2.7 The Premises reserves the right to retain any payments previously made by the client in relation to the specific function.
- 2.8 Any payment request or invoices issued by The Premises will be payable within 14 days of receipt.
- 2.9 All payment requests and invoices must be paid in full without any set off whatsoever.
- 2.10 The Premises reserves the right to charge interest at the rate of 2.5% over the Bank of England Base Rate per month, compounded monthly on all overdue accounts.
- 2.11 The Premises accept payment by cash, credit or debit card and cheque, in person and over the phone. Please make cheques payable to the premises name.

## 3. Use of Contractors

- 3.1 The Premises does not permit the use of any outside caterers by the client or its guests for any function.
- 3.2 Should the client wish to hire a performing band or live act for the function it shall:
  1. Obtain verbal permission from The Premises
  2. Only hire a performing band or live act that has public liability insurance to the value of £1 million to cover any death of, injury to any of the company's employees or any third party, or the loss of, or damage to the Company's or any third party's property resulting from the malfunction of their equipment and from their actions generally, and
  3. Indemnify The Premises for any claims brought against Restaurants Aberdeen (Bridge of Don) Limited or Aberdeen Inns Limited by its staff and / or a third party for breach of contract or negligence as a result of performing band or live act's actions and performances including without limitation claims in the Industrial Tribunal.



## 4. Cancellation

- 4.1 In the event that The Premises receives written notice cancelling the confirmed booking from the client, the client shall pay to The Premises a cancellation fee calculated as follows:
- 4.2 The total charge if notice of cancellation is received by The Premises less than 7 days prior to the commencement of the Function.
- 4.3 50% of the total charge if notice of cancellation is received by The Premises between 28 days and 14 days prior to commencement of the Function.
- 4.4 30% of the total charge if notice of cancellation is received by The Premises between 56 and 28 days prior to the commencement of the Function.
- 4.5 10% of the total charge if the notice of cancellation is received after signed confirmation has been received by the venue.
- 4.6 In the event that a client reduces the number of guests to below the agreed guaranteed minimum, then cancellation charges to the value of the reduction shall apply as detailed below.
- 4.7 In the event that the client cancels a booking that The Premises has made on its behalf, for entertainment, car hire, equipment or otherwise, all cancellation charges shall be met by the client.

## 5. Final Numbers

- 5.1 The client must notify The Premises in writing of its estimate of final numbers to the nearest 10 guest's 14 days before the commencement of the function.
- 5.2 Final numbers of guests must be given 5 days before the commencement of the function. If no final numbers are received by 5 days before the function the client will be charged for the last number The Premises received, the guaranteed minimum or the actual number of guests whichever is the greater.
- 5.3 The Premises cannot guarantee to supply service to numbers of guests arriving at a function in excess of those agreed as guaranteed minimum numbers

## 6. Conduct

- 6.1 The client shall be responsible for the orderly conduct of the function and shall ensure that nothing shall be done which may constitute a breach of the law or in any way cause a nuisance or be an infringement of or occasion or render possible forfeiture or endorsement of any license for the sale of alcohol or for music and dancing. Failure to do so shall entitle The Premises to require the offending individual(s) to leave the.
- 6.2 The Premises management reserve the right of service and admission at all times.

## 7. Damage

- 7.1 The client will be responsible for any damage to the property of The Premises caused by its guests during the function
- 7.2 Unreasonable amounts of clearing up after a function shall incur a charge based upon equipment and labour costs. The minimum for such cleaning up will be £50.00.
  1. Vomiting £50.00
  2. Bodily Fluids & blood £100.00
  3. Confetti and 'Party String' £15.00
  4. Graffiti on tables £150.00 per table
  5. Graffiti on paintwork/walls £75.00 per m/sq
  6. General damage £charged per item/job
- 7.3 Should the carpet require cleaning due to excess amounts of food, drink or anything that causes marks to the carpet will be charged to you at a cost of £185.00.



## 8. Indemnity

- 8.1 The client shall indemnify Restaurants Aberdeen (Bridge of Don) Limited and its Directors, Officers and Employees against all charges, claims, damage, liabilities, proceedings, demands, fines, fees, costs or expenses (to include legal expenses on a solicitor and own client basis) including but not limited to, loss or goodwill, loss of profit and loss of opportunity suffered by The Premises directly and indirectly as a result of any breach of these Terms and Conditions of Trading and / or the negligence or wilful default of the Client or any of its Guests.

## 9. Personal Property

- 9.1 The Premises does not accept responsibility for any loss of, or damage to, or destruction of property however caused.

## 10. General

- 10.1 The Premises may rescind its contract with the client if it is prevented, hindered or delayed from performing any of its obligations under the contract due to any event beyond the control of The Premises including (but not limited to) war (whether declared or not), civil war, riots, terrorism, natural disasters such as violent storms, floods and/or lightning, explosions, fires and / or destruction of plant, machinery and / or factories, strikes and labour disputes of all kinds, acts of authority, whether lawful or unlawful, except for an act for which The Premises has assumed the risk by virtue of any other provisions of this agreement, and any lack of authorisation, licence or approval necessary for the performance of the contract which is to be issued by any public authority and / or other cause whatsoever beyond The Premises' control.
- 10.2 The Newburgh Inn & Mains Of Scotstown Inn premises do not cater for 16<sup>th</sup> & 18<sup>th</sup> birthday parties. Any functions booked under false pretences will be cancelled without refund. The White Cockade will cater for these events but this must be made clear from the outset of the booking.
- 10.3 These Terms and Conditions of Trading shall apply at all times and may only be revised or amended in writing providing written consent is given by an authorised representative of each party.
- 10.4 Except as expressly provided under these Terms and Conditions of Trading, the rights and remedies contained in these Terms and Conditions of Trading are cumulative and are not exclusive of any other rights or remedies provided by law or otherwise.
- 10.5 The failure to exercise or delay in exercising a right or remedy under these Terms and Conditions of Trading shall not constitute a waiver of the right to remedy or a waiver of any other rights or remedies. No single or partial exercise of any right or remedy under these Terms and Conditions of Trading shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.
- 10.6 Each of the provisions contained in these Terms and Conditions of Trading shall be construed as independent of every other provision, so that if any provision in these Terms and Conditions of Trading shall be determined by any Court or competent authority to be illegal, invalid and / or unenforceable, then such determination shall not affect any other provision of these Terms and Conditions of Trading, all of which other provisions shall remain in full force and effect.
- 10.7 These Terms and Conditions of Trading shall be governed by all construed in accordance with Scottish law and the Scottish courts shall have exclusive jurisdiction to determine any dispute that may arise out of, under, or in connection with these Terms and Conditions of Trading.