

PEATY NOSE LIMITED
CORPORATE TERMS AND CONDITIONS

The following Terms and Conditions apply to all corporate bookings made on this website and supplement or over-ride the pertinent General Terms and Condition clauses. We kindly ask that you take a moment to read them prior to making a Booking. The Company (as hereinafter defined) reserves the right to vary the foregoing Terms and Conditions.

1. INTERPRETATION

1.1 In these Terms and Conditions:

- "Booking Form" - Means the Booking Form issued by the Company.
- "Client(s)" - Means the party or parties specified in the Booking Form.
- "Company" – Means Peaty Nose Limited.
- "Contract" - Means the contract as detailed in the Booking Form, the Terms and Conditions and any other terms agreed in writing between the parties.
- "Event" – Means the services of Peaty Nose Limited that have been contracted.
- "Venue" - Means the premises in which the Event will take place.
- "Price" - Means the price for the Event calculated in accordance with condition 4.1
- "Terms and Conditions" - Means the Terms and conditions of contract set out in this document.
- "Working Day" - Means any day which is not a Saturday, Sunday or any public or local holiday in Inverurie.

"Writing" - Includes letter, email, facsimile transmission and comparable means of communication but not mobile phone text.

2. THE CONTRACT

- 2.1 The Booking Form constitutes an offer by the Company to provide the Event to the Client subject to these Terms and Conditions.
- 2.2 The Booking form will lapse unless unconditionally accepted by the Client signing and returning the Booking Form to the Company, together with a non-refundable deposit as specified in the Booking Form within five working days of the date the Booking Form is posted or delivered to the Client.
- 2.3 The Booking Form (if unconditionally accepted by the Client) shall be deemed to be accepted upon receipt by the Company.
- 2.4 The Client shall be responsible to the Company for ensuring the accuracy of the terms of the Booking Form and for giving the Company any necessary information relating to the Event within the sufficient time to enable the Company to perform the Contract.
- 2.5 No variation to the Booking form or the Terms and conditions shall be binding upon the parties unless agreed in Writing between the Company and the Client.
- 2.6 The Contract constitutes the entire agreement between the parties and supersedes all prior representations, negotiations and discussions between the company and the Client.
- 2.7 Where the Client comprises more than one person, said persons shall be jointly and severally liable for the Client's obligations under the Contract.

3. VARIATION OF THE BOOKING FORM

- 3.1 It is the obligation of the Client to provide details of final numbers of guests attending the Event when requested to do so by the Company and, in any case, not less than five working days before the Event (time being of the essence).
- 3.2 Should the Client desire to increase the previously agreed number of guests it will be solely at the discretion of the Company as to whether any such increase will be permitted.
- 3.3 Should there be any reduction in the number of guests from that intimated as provided for in condition 3.1, the Company reserves the right to issue an invoice to the client in accordance with Condition 5.1 hereof in respect of the total number of guests as intimated under clause 3.1 above.
- 3.4 No charges shall be made for any reductions in number of less than 10% from those intimated under condition 3.1, provided that they are received in Writing by the Company at least five Working Days prior to the Event.

4. PRICE

- 4.1 The Price for the provisional of the Event shall be the company's quoted price based on intimation of the final numbers of guests attending the Event under condition 3.1' and, unless otherwise so stated, shall be inclusive of any applicable Value Added Tax. In said circumstance, the Company shall be entitled to charge the Client the greater of (a) the relevant minimum Price and (b) a price based on the actual number of guests, the room hire and the food and beverage ordered.
- 4.2 The company reserves the right by giving a minimum of two weeks' notice in Writing to the Client at any time before the Event to increase the Price to reflect any increase in the cost to the company which is due to any factor beyond the control of the Company (such as, without limitation, any foreign exchange fluctuation, alteration of duties, significant increase in the costs of labour, materials or other costs).
- 4.3 Prices quoted are subject to annual review to be effective from 1 April each year and the Company reserves the right to alter the Price in line with the annual review without notice. This is also applicable to confirmed bookings. Price increases, which will be in line with economic circumstances, will not result in the Client being entitled to cancel the Contract.
- 4.4 The Company reserves the right to add any new or additional tax or levy imposed by any lawful authority, which was not known to the Company at the time the contract was entered into. The Company shall be entitled to payment from the Client for any additional goods and services ordered at the Event.

5. PAYMENT

- 5.1 Subject to any special terms contained in the Booking Form or otherwise agreed in Writing between the Company and the client, the Company may invoice the Client for the Event on or at any time after the Event. The Client shall pay the Price within fourteen Working Days of the date of the invoice. The time of payment of the Price shall be of the essence of the Contract.
- 5.2 Failure to pay timeously will result in interest running on the Price at the rate of four per centum per annum above the base rate of the Bank of England from the due date until payment.
- 5.3 Any queries on any invoice must be raised within five Working Days of the date of the invoice and should any such queries remain unresolved following three Working Days thereafter then without prejudice to the claims of the Company in respect of the invoice it will be the obligation of the Client to make immediate payment of the undisputed amount.
- 5.4 The company reserves the right to withdraw credit facilities, which may be in existence without explanation or notice.

6. CLIENTS/GUESTS' USE OF THE VENUE

- 6.1 The company has statutory obligations including, without prejudice to that generality, the obligations incumbent upon the company relating to liquor licensing, fire regulations and health and safety. It is therefore the obligation of the Client and guests of the Client to comply with these requirements as may be directed and enforced by staff at the Venue.
- 6.2 The attention of the Client is drawn to the notices displayed in the Venue with regard to the exclusion of liability by the Company.
- 6.3 Consumables must be supplied only by the company or its authorised agents and without prejudice to the foregoing generality also excludes the consumption of prizes, whether food or beverages, won at the Event.
- 6.4 The Client and guests of the Client shall not act in an improper or disorderly manner in the Venue or its curtilage. They shall also leave promptly at the appropriate time and comply with all reasonable demands of the company's personnel at the Venue.

7. CANCELLATION

- 7.1 The Contract may be cancelled by the company should any of the following circumstances occur:
 - 7.1.1 The Venue, or any part of it being closed or going to be closed due to circumstances outwith the control of the Company.
 - 7.1.2 The bankruptcy or insolvency of the Client.
 - 7.1.3 Where instalment payments are being made to account for a future Event and the Client is in arrears for more than seven Working Days in respect of such payments.
 - 7.1.4 Any other circumstances which in the sole opinion of the Company would be likely to result in either the reputation of the Company or the Venue being prejudiced or damage being caused to the property of the Company at the Venue.
 - 7.1.5 The Client fails to provide details of final numbers of guests under Condition 3.1. Or
 - 7.1.6 The client fails to make timeous payment of any sums due to the Company. Should the Company cancel the Contract under condition 7.1.1 the Company shall refund any advance payments made, less any outlays already incurred in full and final settlement of the Contract.
- 7.2 Should the Client for any reason cancel or postpone a confirmed reservation less than 5 weeks prior to the Event, the Company reserves the right to impose cancellation charges. These charges shall be dependent upon the length of notice provided to the Company by the Client as follows:
 - 7.2.1 Cancellation less than 7 days in advance – 100% of the Price (subject to a minimum charge of £500);
 - 7.2.2 Cancellation between 2 weeks and 8 days in advance – 75% of the Price (subject to a minimum charge of £400);
 - 7.2.3 Cancellation between 3 and 2 weeks in advance – 50% of the Price (subject to a minimum charge of £300); and
 - 7.2.4 Cancellation between 5 and 3 weeks in advance – 35% of the Price (subject to a minimum charge of £200).
- 7.3 Intimation of cancellations must be made in Writing by the Client (and where there is more than one party comprising the Client any one of them) to the Company and will be effective on the date such intimation is received by the Company. The Company shall endeavour to mitigate its losses by taking steps, which, in its sole discretion will mitigate any loss. The Client shall be liable for all reasonable expenses incurred by the Company in mitigating its loss.

8. GENERAL

- 8.1 The Client shall be liable for any losses or damage caused wither to the property of the Company, its patrons or any item within the curtilage of the Venue whether in the ownership of the Company or not.
- 8.2 The Company shall take all reasonable steps to fulfil its obligations in respect of the Event and in accordance with the Contract but it reserves the right to provide alternative facilities of an equivalent standard.
- 8.3 The Company shall not be liable for any failure to perform its obligations to the Client in whole or in part as a result of any circumstances beyond its control (including, without limitation, any strikes or industrial action, fire, flood, civil commotions, act of God or failure of services or utilities).
- 8.4 Entertainment provided at the Event shall be entirely the responsibility of the Client. Any electrical equipment required to be used for the Event shall require the prior approval of the Company. The client shall ensure that such equipment is available for inspection in advance of the Event.
- 8.5 No waiver by the Company or any breach of the Contract by the Client shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 8.6 If any provision of the Contract is held by a court or other competent authority to be invalid or unenforceable In whole or in part the validity of the other provisional of the Contract and the remainder of the provision in question shall not be affected.
- 8.7 The laws of Scotland shall govern the Contract and the Courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim that arises and the parties hereto submit to the non-exclusive jurisdiction of the Scottish Courts.

I have read, understood, accept and agree by the above Terms and Conditions of Contract.

Signed (Client) :

Print Name (Client) :

Organisation (Client) :

Date :

Signed (Company) :

Print Name (Company) :

Organisation (Company) : Peaty Nose Limited

Date :