



Terms and Conditions for venue hire of The Oaks, Starbuck Close, SE9 2TD

These Terms and Conditions shall apply to the hire of The Oaks ("the Venue") from The Oaks Eltham Ltd. a Private Limited Company registered in England under number 12745410, whose registered address is Starbuck Close, SE9 2TD and whose main trading by customers who are hiring the Venue for private, non-commercial purposes.

The contract

1. Your contract for venue hire is with The Oaks, Starbuck Close, SE9 2TD.
2. In these terms, "Venue" means the Venue at The Oaks where your function is agreed to be held - The Oak Hall or The Olive Terrace Hall, The Palm Lounge and/or the grounds
3. We appreciate that on occasions someone else may wish to make payments due to us on your behalf. We are happy to accept such payments, but please note that unless we agree otherwise with you in writing you are legally responsible for any payments due to us.

Payment terms and deposit.

4. If, after receiving our quotation for your function, you want to make a booking with us, **you are required to return these signed T's & C's, together with a full hire fee payment of the venue hire and becoming our club member. Without these, your booking will not be complete.**

Our preferred payment method is by online banking transfer: Account No: 03908364 Sort Code: 20-62-69 (Barclays Bank) Account Name: The Oaks Eltham Ltd. Please reference your payment with your surname and date of event.

5. For wedding bookings we require a 50% deposit of the venue hire to be paid to secure the date or a minimum of £500 deposit to be paid to secure the date and the rest to be paid in instalments as agreed in advance. **The remaining payment of the hire fee (including any extras) is to be paid three months prior to your event**
6. We recommend you take out a wedding insurance

Price

7. The price of your function hire shall be as set out in your quotation.
8. If not all components of the price in the quotation are stated to be fixed, the final price will be determined either in accordance with the quotation or as otherwise agreed with us (for example, if there are any "extra" services not set out in the quotation which we subsequently agree to provide to you).
9. All prices are inclusive of VAT. However, if the rate of VAT changes between the date the contract is formed between you and us and the date of your function, we will adjust the VAT you pay (and hence the overall price of your function), unless you have already paid for your function in full before the change in the rate of VAT takes effect.

Your responsibilities

10. **Only drinks supplied by our venue may be consumed at your function. We do not do dry hire, BYOB (bring your own bottle) or corkage fee and we do not sell spirits by the bottle. We also do not allow ticketed events without prior written consent from the owner.**
11. Minimum bar spend - we operate a minimum bar spend policy at the Venue. (not applicable to weddings, wakes and bookings in The Olive Terrace) The amount is agreed at the time of booking and it means you guarantee you and your guests will spend this amount. You will be required to provide your debit/credit card details prior to your event. If the agreed minimum bar spend is not met by the end of the event, we reserve the right to charge your debit/credit card the difference. Please note reduction in guest numbers will not be taken into consideration.
12. **If you intend to set up a tab for the bar, you must provide your debit/card prior to the event**
13. Please note that we are part of the Challenge 25 Scheme. Anyone who appears to be under 25 will be asked to produce proof of age when purchasing alcohol.
14. Anyone purchasing or providing alcohol to an under-age guest will be asked to leave immediately.
15. Please note that for any function booking, no admission to the Venue is permitted after 10 pm.

16. You must comply with and use your reasonable endeavours to ensure that your guests comply with all our reasonable instructions intended to ensure the safety of property and/or people at the Venue.

17. You must provide your guests with such information we may reasonably request regarding arrangements to be followed at the Venue (for example, in relation to car parking or the storage of valuables).

18. Any damage caused to the Venue, its equipment, contents or fittings will be charged for and deducted from the person who has paid for the booking.

19. 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 or to risk the safety of people at the Venue, and we will not tolerate any abusive behaviour by guests to any other guests or member of staff. We reserve the right to remove any persons acting inappropriately from the event.

20. Details of third-party suppliers we provide to you are intended to help you in arranging other services to be provided in connection with your function. If you do engage these or any other third-party suppliers, we accept no responsibility for their performance of services and you should take up any complaints with them directly. You are also responsible for paying their charges directly. We reserve the right not to allow into the Venue any third-party suppliers who do not meet our requirements intended to ensure the safety and welfare of property and people at the Venue. All contractors/suppliers providing services at The Oaks must hold their own public liability cover (minimum cover £5 million).

21. All guests must vacate The Oaks grounds within 30 minutes after the function finishes. As we are adjacent to a residential area, we politely ask that guests leave the premises quietly to respect our neighbours. **Please note the bifolding doors to The Olive Terrace will be closed at 10pm with no exception.**

22. Any items, including decorations, props and gifts brought on to the premises by you and/or your guests or third-party suppliers and left overnight are left at your own risk. *Please note all balloons and table decorations must be collected/disposed of at the end of your party, if you have used a decorating company everything has to be collected by next morning between 10am and 10.30am. **No confetti/sprinkles or balloon confetti are permitted inside or outside the venue.**

23. Cars may be left in our car park overnight but must be collected between 9 am – 11 am the following day. Please note that The Oaks will not accept responsibility for any damage, accidents or losses.

24. Any lost property that is not claimed after one month will be disposed of.

21st birthday parties and student proms

25. In addition to our general Terms and Conditions, the following shall additionally apply to 21st birthday parties and student proms.

26. For 21st birthday parties and school proms/leaving parties, there will be a security premium of £75 for the 5 hour hire. Identification will be required for over 18s to purchase alcohol. (Acceptable forms of ID are passports and photo driving licences. Photocopies are not acceptable). Anyone over the age of 18 will be required to wear a wristband provided by The Oaks. .

27. A guest list of all attendees must be supplied in advance. This will be given to the door staff. Anyone trying to enter whose name is not on this list will be refused entry.

28. There will be a maximum drink purchase of alcohol by any one guest at a time.

29. In the case of school proms and leavers' parties there must be a minimum of 6 adults/teachers present on the night.

Health & Safety

30. You may not at any time use candles or other naked flames inside the Venue.

31. Fireworks and sparklers, BBQs, Chinese lanterns or lit paper lanterns, are not permitted anywhere in the Venue, grounds, or car park.

32. Any, and all electrical equipment that you wish to use during the Event must be fully PAT tested. All such equipment must bear the appropriate labels and be accompanied by the appropriate certificates as proof of such testing and compliance. We shall have the right to remove, or request the removal of, any equipment not in compliance with that provision from the Venue.

33. You may not at any time have gas cylinders in the Venue nor any other containers of substances which are noxious, corrosive, toxic, explosive or hazardous.

34. All fire exits and access must remain completely unobstructed. Fire equipment must not be moved from its present location unless being used for its intended purpose.

35. Children must be supervised at all times by a responsible adult. Whilst The Oaks site is fenced in most areas, it is not a secure boundary. Please be aware of the open access of the grounds both from and to the surrounding area.

36. For large scale parties of over 150 guests additional bar staff /clean up/rubbish disposal are compulsory at a cost of £150

37. The Oaks operates a no smoking policy throughout the venue which includes e-cigarettes and vaping. Smoking is permitted outside the venue.

38. We cannot be held responsible for injuries caused by taking part in outside activities or games, including; inflatable assault courses, bouncy castles, climbing frames, slides, that have been brought in, or organised by third parties.

39. We cannot be held responsible for the special dietary requirement/allergy information for food or occasion cakes supplied by outside companies or caterers.

40. We accept no responsibility for assembling wedding/occasion cakes and we accept no liability for cakes that are damaged during display at your wedding/event.

Government Restrictions

41. If, due to Government restrictions/guidelines, we are forced to close the venue, you will be offered an alternative date for your function. If in the event this is not suitable, you will be offered a full refund.

Cancellation by you

42. If you want to cancel a confirmed booking, you must do so in writing and the following schedule of charges shall apply

More than 12 months before the confirmed date: The Oaks will refund 100% of any monies paid

Within 9 – 12 months: 75%

Within 6 – 9 months: 50%

Within 3 – 6 months: 25%

Less than 3 months: No refund.

43. In some cases you may request to move your event date to an alternative date at the owner's discretion. The booking date can only be changed only once and within a 12 month period, subject to availability. If you cannot change the date within the 12 months period we reserve the right to keep the full amount of hire fee originally paid.

Cancellation by us

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

(a) you do not pay us the balance of your function price by the date due for such payment; or

(b) we have reasonable grounds to believe that you may not pay us the balance of your function price by the due date and we have requested you to explain the position and you have not done so satisfactorily; or

(c) we discover, before you have paid the balance of your function, that you have deliberately concealed information, or deliberately given us incorrect information, about your intended function in circumstances where (if you had not done so) it would have been reasonably foreseeable that we would not have accepted your booking; or

(d) we have reasonable grounds to believe that your behaviour or that of your guests at the function is likely to result in damage to the Venue or to our property and/or injury to people.

45. If we cancel your booking under paragraph 51, you must pay us any losses and costs we suffer because of the cancellation which were reasonably foreseeable to both you and us when the contract was entered into, whether or not we are able to resell the date. Depending on when we cancel, the cancellation charges you must pay will be as set out in 42

Events outside our control

46. 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). In these circumstances, we shall use every effort to notify you as soon as is reasonably practical. If, as a result of such events, we believe we have no alternative but to cancel your booking, we shall use reasonable endeavours to help you find an alternative venue of a similar standard for a similar price but our sole liability to you shall be to refund you any money you have paid towards your function.

Limitation of our liability to you

47. Our total liability to you for any loss you suffer will be limited to the total amount of money payable to us for your function. 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.

Changes to the Venue and/or your function

48. We reserve the right to make changes to the interior and/or exterior of the Venue between the time we accept your booking and the date of your function. For example, we may make changes to the décor and colour schemes of function rooms, and we cannot guarantee that the Venue and its surrounds will be free from additional structures (such as marquees or scaffolding)

Complaints

49. If you wish to complain about any aspect of your dealings with us, including, but not limited to, these Terms and Conditions, the Contract, or the Venue Hire, please contact us in one of the following ways: In writing, addressed to The Owner, The Oaks Eltham Ltd, Starbuck Close, SE9 2TD or by email info@elthamtown.co.uk. Complaints must be received within 21 days from the date of your event.

How We Use Your Personal Information (Data Protection)

50. All personal information that we may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act. We may use your personal information to: Provide our services to you. Process your payment for the Venue Hire. Inform you of new products and services available from us. You may request that we stop sending you this information at any time.

General conditions

51. If only one person is making the function booking, that person confirms that s/he has the authority to make the booking on behalf of the persons for whom the function is intended. Our contract will therefore be with all such persons.

52. Any error or omission in any information or document issued by us shall be subject to correction provided that the correction does not materially affect the contract.

53. You may not transfer any of your rights or obligations under our contract with you to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our Last revised: March 2021 rights and obligations under the contract to another organisation, but this will not affect your rights under these terms.

54. If any court or competent authority decides that any of the provisions of these terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

55. No person who is not a party to our contract with you shall have any rights under or in connection with it.

56. All written communications by you should be sent to: info@elthamtown.co.uk. We may send written communications to you at the email set out in our quotation.

57. We regret that, other than guide dogs, hearing dogs and other assistance dogs, no pets or other animals are allowed in the Venue or any of our other premises without prior consent.

58. These terms shall be governed by English law and shall be subject to the non-exclusive jurisdiction of the English court