

THE M BAR (SOUTH) LIMITED – TERMS & CONDITIONS OF HIRE

These terms and conditions are applicable to all contracts for the provision of services to the exclusion of any other terms and conditions. Booking confirmations made verbally or via written form i.e., email, letter, are subject to these terms and conditions.

Please read these terms and conditions carefully before signing. By instructing services from us, you agree to these terms and conditions. These terms do not replace or affect your statutory rights.

1. Definitions

1.1 In these terms, “you,” “your,” “customer” and “client” refer to the customer and “we,” “us,” “The M Bar”, and “our” refer to The M Bar (South) Limited, company registration number 13770246.

1.2 The M Bar accepts no variation of these terms & conditions unless agreed in advance in writing.

1.3 Adult guests refer to anyone attending your event aged 18 years or over

1.4 “TEN” refers to a Temporary Event Notice that we may be required to apply for to allow the sale of alcohol at your event.

2. Quotations

2.1 Quotations are valid from 14 days from the date of issue.

2.2 All quotations are based on the information provided by you and are worked around the number of guests expected at your event.

2.3 Any change in the number of guests can affect the hire cost, staffing cost and any promotional packages which may have been discussed.

2.4 Should guest numbers fall or rise by 10% either way, we reserve the right to requote.

3. Booking Confirmation

3.1 A contract will come into existence between the client and The M Bar (South) Limited when the client accepts the booking invoice, makes the deposit payment and accepts/signs the terms and conditions form.

3.2 In the case of a short notice event, The M Bar (South) Limited reserves the rights to proceed on verbal confirmation from the client

3.3 All event timings and any specific details must be confirmed at the point of booking and any changes less than 7 days prior to the event may not be accepted (decided at the discretion of the director)

3.4 In all circumstances, our acceptance of a signed booking form, contract and full payment of the booking fee will constitute a legally binding contract between The M Bar (South) Limited and the client(s) named on the booking form.

4. Deposits

4.1 Deposit amounts vary depending on the type of service you require but no event is confirmed until the relevant booking deposit has been received.

4.2 The guest-paying bar hire package requires a non-refundable £150 deposit to secure the event in addition to payment for a TEN if needed.

4.3 Staff-only services and all other types of bar packages require a non-refundable 50% deposit with the remaining balance due not less than 6 weeks prior to your event unless otherwise stated on your quote/invoice.

4.4 Until the deposit is paid, The M Bar (South) Limited cannot guarantee services or secure your date; other events may secure booking in the meantime.

4.5 You have the right to cancel this contract, in writing, within fourteen (14) days of the date of receipt of the Deposit (“Cancellation Period”). Should you cancel this contract within the Cancellation Period we shall refund the deposit within fourteen (14) days of receipt of your notice to cancel this contract. If you wish to cancel after the Cancellation Period, the deposit will be non-refundable.

4.6 The M Bar requires a minimum period of 14 days’ notice if an event is cancelled or to be postponed. Failure to do so may result in the full payment being non-refundable.

4.7 In the case of a cancellation, the original booking deposit is non-refundable. However, the remaining balance paid by the 6-week deadline will be refundable *unless specific/special order alcohol has been purchased – these conditions would be detailed separately in the booking invoice*

4.8 In the case of a postponement, all payments are honoured however The M Bar reserve the right to pass on any additional costs incurred due to the change of date.

4.9 In the case of a National Pandemic and lockdown as seen with Covid 19, postponements will be offered. If a postponement is not accepted, refunds will not be given.

5. Payments

5.1 Payments to The M Bar (South) Limited can be made by bank transfer, card payment or cash.

5.2 You are responsible for ensuring you have the correct bank details for any online bank transfers.

5.3 The M Bar (South) Limited is not VAT registered so will not add VAT to any invoices.

5.4 The M Bar (South) Limited will invoice clients directly and can be sent via email or post if preferred.

5.5 All payments are expected to be received on time. Any delay in payments can result in the booking being forfeited with booking deposits non-refunded.

5.6 Credit agreements for event bookings are not offered.

5.7 Should the booking include an order for venue décor, alcohol not ordinarily on our bar menu and/or personalised accessories, payment for these must be received sufficiently in advance and not less than 6 weeks before the event, to enable any production, manufacturing process and delivery to be completed prior to the event.

5.8 Our quotations are based on a number of factors including but not limited to, the number of guests, adults, and children, specified on the booking form you complete. Should there be a change to the numbers attending, either more or less, it is a condition of the booking that you inform us.

5.9 In the case of a prepaid bar, should more people attend than have been paid for, adults or children, we will give you the opportunity to pay for the additional guests at the agreed price per head. Such payment must be made immediately. In the event that we cannot locate you, or you refuse to pay we reserve the right to close the bar and remove all our goods and equipment with immediate effect.

5.10 If you would like to ‘put money behind the bar’ (a term used to show you are paying for the drinks bill for your guests in advance, up to an agreed monetary value), payment will be required prior to this being available. This can be topped up as and when you would like but payment is always required prior to the guests being able to order more drinks. This can be stopped at any time, and we will revert to operating a guest-paying bar.

5.11 Payments at an event can be taken by card or cash. Our card machines require a good Wi-Fi connection or a good 4G signal. The responsibility for ensuring this is available at the venue falls to the client and is detailed in the booking form. If there is no Wi-Fi or 4G, we will only be able to accept cash payment.

6. Hire of Equipment

6.1 Equipment hired from The M Bar (South) Limited includes any bars and/or equipment we supply to you either as part of a staffed package or on a hire only basis.

6.2 We do aim to provide our bars in a perfect state, however with working several events, general wear and tear, light scratches and marks may appear on your hired bar

6.3 When our staff are working at an event where equipment is hired, the staff have responsibility for the use of equipment.

6.4 When our staff are not working at an event where equipment is hired (e.g., hire of a bar structure only), the responsibility of the equipment falls to the client. This can be referred to as ‘dry hire’.

6.5 Delivery & setup of any dry hired equipment is completed by The M Bar staff.

6.6 Clients are not permitted to move or dismantle structural hired items once secured in place (e.g., bars). Any attempt to do with will invalidate your contract and additional charges may be applied if any damage is caused.

6.7 All equipment hired remains the property of The M Bar (South) Limited at all times. Purchased equipment remains the property of The M Bar (South) Limited until full payment is received by us.

6.8 Acceptance of goods and services from us implies that you have accepted our Terms & Conditions, even if they have not been signed.

6.9 Any equipment unavailable for inspection or collection, after a reasonable time, will be deemed to be lost and a charge will be made to the Hirer equal to the current replacement value of the equipment. The Hirer agrees to pay for all equipment loss, repair, and cleaning (see 6.9), Hire charges will continue until full payment is made.

6.10 Equipment must be returned by the Hirer to The M Bar (South) Limited in the same condition that The M Bar (South) Limited supplied it to the Hirer. Any glassware items returned by the Hirer in an unwashed state will be liable for a ‘return-dirty’ charge which is currently 20% of the hire value of these items.

6.11 We will provide appropriate instruction on the safe use and operation of equipment for clients. The M Bar (South) Limited does not accept responsibility for any loss or injury caused by the misuse of hired equipment.

6.12 In the event of us being unable to provide your chosen bar style on the day, we reserve the right to supply an alternative bar style. This may occur in the unlikely event of damage to a bar or it’s equipment immediately prior to your event which has proven non-repairable

7. Package Conditions

7.1 All package deals are subject to the terms detailed upon booking, also found on your invoice.

7.2 The ‘Unlimited Drinks’ Package for £49 per person is valid for a maximum time period of six consecutive hours. Measures of spirits are supplied as singles (25ml).

7.3 All bar packages are separate to our daytime wedding packages which cover the reception, wedding breakfast/meal, and toast drinks

7.4 When additional/specific cocktails are requested for an event, due to the fresh nature of our ingredient, the Client shall provide a correct and accurate figure of the number of drinks to be prepared by The M Bar (South) Limited in order to deliver the services, prior to the event

7.5 We hold a vast selection of drinks. However, if one drink selection is favoured, we may occasionally run out. If you are aware that your guests require an extensive amount of one drink type, we can increase stock levels to accommodate your requirements as long as we are informed prior to the event.

7.6 The bar menu is updated frequently. Prices are subject to change. Please be aware that the prices on the bar menu shown to you at the booking stage may differ slightly once your event takes place due to changes between when booking and the actual event and increases in our cost prices. We always aim to offer fair, reasonable prices,

8. Staff Hire

8.1 The M Bar (South) Limited offers staff hire for events that require event managers, bartenders, waiting staff and kitchen staff.

8.2 No member of The M Bar (South) Limited will be instructed to attend a job alone unless the Manager & employee agree; this often only occurs for regular or repeat clients. In this case, our lone working policy will come into effect.

- 8.3 All staff you hire from The M Bar (South) Limited will provide service for the agreed service hours from their start time until the end time, as dictated by your booking and confirmed with you on your invoice.
- 8.4 All of our employees are entitled to work in environments where risks to their health and safety are properly controlled. If our staff believe they are in any sort of danger they are entitled to remove themselves from the situation and contact a manager immediately.
- 8.5 The M Bar (South) Limited operate a Zero Tolerance at work Policy. All of our employees have the right to be treated with dignity and respect at all times. They should be able to do their job without being physically or verbally abused. If any member of staff feels this is not the case, they have the right to remove themselves from the situation and contact a manager immediately.
- 8.6 If you are providing any of your own alcohol, soft drinks, garnish, glassware, bar, and / or ice and you provide inadequate or poor supplies of any of the above, this may impair your enjoyment of the drinks. The M Bar (South) Limited cannot be held responsible for this
- 9. Parking**
- 9.1 We use a combination of vehicles; their size and number being governed by the size of the event. Vehicles range in size from Ford Transit to Mercedes Sprinter; some vehicles have an extended roof line. We must be able to manoeuvre and park these vehicles close to the venue entry/exit doors for unloading on arrival and reloading at the end of the event.
- 9.2 It is essential that no parking restrictions apply that might prevent us from conducting these activities and that sufficient space is available to enable us to conduct these tasks.
- 9.3 Once unloaded, the vehicles can be removed to a suitable parking area which, for security and convenience of storing/collecting reserve stock, must be close to and within the boundary of the venue. If suitable and sufficient space is not available and/or we have to park illegally, you will be responsible for payment of any non-endorsable fines.
- 9.4 Please note: Under no circumstances will we park or unload in any area where our vehicle(s) may be towed away, clamped, locked in or where we may be liable for an endorsable penalty/commit an endorsable offence. The decision of our driver(s) shall be final with regard to any issue relating to parking, or vehicle/staff safety. Should any issue arise relating to these matters, our driver(s) will contact you or your appointed event representative in order to discuss suitable alternatives.
- 10. Client Responsibilities**
- 10.1 The client confirms and warrants the terms of the booking are complete and accurate, and the Client will pay in accordance with the price and payment conditions of these Terms and Conditions
- 10.2 The Client shall provide The M Bar (South) Limited, its employees, agents, consultants, and subcontractors with access to the premises set out in accordance with the Quotation where the services are to be delivered
- 10.3 The Client shall prepare the premises for the supply of the services and obtain and maintain all necessary, permissions and consents which may be required for the services before the date on which the services are to start
- 10.4 The Client shall make adequate arrangements for parking for The M Bar (South) Limited and ensure that adequate loading facilities are provided
- 10.5 Under no circumstances shall Bar Brothers Events Ltd be held responsible for any difficulties with parking or loading that result in delays or cancellation to service
- 10.6 The client will comply with all applicable laws, including health and safety laws
- 10.7 If the service is not conducted or the service is conducted to below standard as a result of the venue restrictions, the Client will still be liable for the total fees
- 10.8 The client confirms that The M Bar (South) Limited will be the sole provider of all beverages at the event unless previously agreed in writing.
- 10.9 The client will ensure there is a 13amp power supply at or near to the bar location with a minimum of two sockets for us to use when booking our bar services. We must be able to plug into the mains, not an extension cable/lead.
- 10.10 The client will provide sufficient access to the venue prior to the start of the event to allow time for us to assemble the required goods and equipment and sufficient time between the closing of the bar and having to vacate the venue to enable all goods and equipment to be dismantled, removed, and loaded into waiting vehicle/s
- 10.11 When hiring staff from The M Bar (South) Limited, the client will ensure
- 11. Licensing**
- 11.1 The Director of The M Bar (South) Limited, Mrs Kate Curtis holds a personal licence for the retail sale of alcohol in any venue that has a premises licence, club premises certificate or a Temporary Event Notice (TEN)- For the purpose of a TEN, a temporary event is a relatively small-scale event attracting fewer than 500 people and lasting no more than 168 hours.
- 11.2 Licence number 1280/22/00107/LAPERK, issued 25/01/2022, authority of Kingston Upon Thames
- 11.3 It is the licence holder's responsibility for the supply & sale of alcohol although the licence holder does not always need to be on site at the event. Authority for the sale of alcohol can be given to the designated staff working at the event namely the Bar Manager. This person will have access to TENs notice (if required) along with their personal licence card or letter from the holder stating the designated person
- 11.4 It is illegal for anyone under the age of eighteen to purchase, attempt to purchase or consume alcohol at the event. We operate a 'Challenge 25 Policy' which encourages anyone who is over eighteen but looks under twenty-five to carry acceptable ID if they wish to buy alcohol. We will refuse to serve anyone who we believe is under eighteen and cannot produce ID.
- 11.5 We will also refuse to serve anyone who purchases or attempts to purchase alcohol for someone under the age of eighteen or someone who has previously been refused alcohol by the bar staff.
- 11.6 We will refuse to serve anyone at the event who is or appears to be excessively drunk or uses threatening or abusive behaviour towards staff, customers, or other guests.
- 11.7 The decision on such matters will be taken by the bar staff and will be final. The bar staff also reserve the right to close the bar at any time if unruly or troublesome behaviour has arisen or is likely to arise within the venue or its environment
- 11.8 We will provide free tap water on request to customers where available.
- 11.9 We will ensure that the following measures of alcohol are available to customers, and they are aware of them: Beer or Cider in ½ pint, Gin, Rum, Whisky or Vodka in 25ml, Wine in 125ml
- 11.10 We will take all reasonable steps to ensure staff do not conduct, arrange, or take part in any irresponsible promotions in relation to premises.
- 11.11 Unless otherwise agreed in writing, The M Bar (South) Limited will be the sole provider of all beverages at the event. It will not be permitted for anyone to consume their own drinks at the event
- 11.12 In the unlikely event of the venue and/or the event being refused an alcohol license, the booking fee less any costs incurred in the alcohol license application process (referred to as a TEN application) will be refunded.
- 11.13 Bar opening times will be subject to approval by the relevant authorities and will be strictly adhered to.
- 12. Insurance & Liability**
- 12.1 The M Bar (South) Limited has full public & product liability insurance and employers' liability insurance, all to the value of £10,000,000 (copies available on request).The M Bar (South) Limited shall not be liable to the Client, whether in Contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for: loss of profits; loss of sales or business; loss of agreements or Contracts; loss of anticipated savings; loss of or damage to goodwill; and any indirect or consequential loss.
- 12.2 All policies, procedures, insurance, and training records are kept up to date.
- 12.3 All powered equipment has appropriate testing and inspection in accordance with relevant statutory requirements.
- 13. How we use your data (GDPR)**
- 13.1 Both parties agree that all personal information that may be collected will be collected, used, and held in accordance with the provisions of the Data Protection Act 2018 and any amendments to it.
- 13.2 We may use your personal information to provide the Event (which will involve passing your personal information to the Venue and any other third parties directly involved in the Event) and to process your payment.
- 13.3 We may use your personal information to inform you of new events, offers and services available from us if you have agreed to receive such communications. You may request that we stop sending you this information at any time. We will not pass on your personal information to any other third parties without first obtaining your express permission.
- 13.4 We may also take and use photographs and videos from the Event in marketing literature, on social media and on our website. Please let us know if you do not consent to this. Any photographs and videos we take will belong to us.
- 13.5 You warrant and agree that if you pass us the personal data of any third party (including, but not limited to, any participant at the Event), you have obtained the express permission of such parties to pass their data to us. We will only collect, use and hold such data to perform our obligations under the Contract.
- 14. Events outside of our control (Force Majeure)**
- 14.1 We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include but are not limited to failure of any third party such as the venue, adverse weather, power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, fire, flood, storm, earthquake, subsidence, acts of terrorism (threatened or actual), acts of war, epidemic or natural disaster, or any other event beyond our reasonable control.
- 15. Governing Law and Jurisdiction**
- 15.1 These Terms and Conditions and any Contract between us will be in accordance with the laws of England and Wales and any dispute will fall within the authority of the courts of England and Wales.