

# CONTRACT BETWEEN ALFRESCO BRIGHTON LTD AND ORGANISER

## TERMS & CONDITIONS - FUNCTIONS & WEDDINGS

The Terms and Conditions below apply to the booking of your Function/Wedding at Alfresco. Please read them carefully prior to signing the Confirmation Form, and please ensure that your guests are also aware of any relevant clauses.

### Reservations

A date can be held with payment of a Date Holding fee. The date will not be a confirmed booking until we have received the Booking Form signed by you and the appropriate deposit, at which time it will be confirmed. Confirmation constitutes a valid contract between Alfresco and you. If you wish to change your date after paying a deposit, you will need to pay another deposit to secure the new date.

Alfresco reserves the right to refuse bookings at its discretion.

### Payment Terms

1. Date holding fee £500.00 (Non-refundable) – unless paying another hire charge amount
2. Final payment required 14 days prior to event (The full amount due, less paid deposits unless paying a hire charge)
3. A credit card will need to be taken for any purchases on the day

The person or persons making the booking and paying will be responsible for the payment of all booking fees and any charges arising out of damage and/or injury not occurring as a result of negligence on the part of Alfresco Brighton Ltd.

Once a payment has been received you consent that you have entered into a legally binding contract. Payment can be made by credit card, Bank Transfer, cash, cheque or debit card.

### Cancellations

In the event of a cancellation, Alfresco Brighton Ltd must be notified in writing. The following cancellation conditions apply, based on the full amount payable to Alfresco including any 3rd party services booked through us.

Cancellation 90 days or less before the event = 75% of the total amount will be due.

Cancellation 30 days or less before the event = 100% of the total amount will be due.

Alfresco Brighton Ltd reserves the right to cancel bookings for reasons outside of its control.

In such a situation, we will offer to refund the deposit, and any other monies paid to us by you, but shall have no further or additional liability to you including any losses, costs and expenses incurred by you, unless they were reasonably foreseeable.

### Final Numbers

Final numbers for all events must be given no later than 21 days in advance of the event date. This will be the minimum number on which our charges will be based. Numbers can be increased by written agreement with Alfresco Brighton Ltd. Please note, weddings and functions that have chosen the buffet option need to confirm the exact numbers as Alfresco will only provide enough food and seats for the confirmed number. If on the day management note there are more than the confirmed number there will be a charge of £50 per head. A minimum number of 50 guests are required in order to take advantage of any wedding package unless we have to increase them due to circumstances beyond our control.

### Prices

All prices are inclusive of VAT, which has been charged at 20%, unless the rate has been changed at the time of the event. Alfresco Brighton Ltd reserves the right to change any prices without notice. The charges applicable to your booking will be those in force at the time your booking is confirmed unless we have to increase them due to circumstances beyond our control. A service charge of 10% is added to the final price on any packages, food or drink.

### Catering

All catering is in-house only unless otherwise agreed in writing by Alfresco Brighton Ltd. All food and drinks consumed on the premises are provided by Alfresco unless otherwise agreed in writing by Alfresco Brighton Ltd. You will confirm any dietary requirements in writing 21 days prior to the event. All menu choices for the set menu, canapés and buffet have to be confirmed 21 days prior to the event.

Due to health and safety laws Alfresco Brighton Ltd are unable to leave a buffet out for the whole day. Fresh fish and meat is only allowed out for a maximum of two hours before being taken into the kitchen. Alfresco Brighton Ltd will not allow food from the buffet table to be taken away at the end of the night as it breaches Health and Safety laws.

### Access & Timings

Any access to Alfresco prior to the date of the event must be arranged in advance with management. Please note that such access may not be possible should other events be in progress. On the day of your event please negotiate with Alfresco Brighton Ltd a

reasonable time to access Alfresco for setup requirements. Access to Alfresco is from The Kings Road only.

### Restaurant Access & Events

Alfresco Brighton Ltd has no control over Brighton seafront and any decision for events held 'large or small' are at the discretion of the local council and as such we cannot be held responsible, refunds for any weddings booked are bound by our Cancellation policy. Most events held on the seafront are displayed on the councils own website in advance.

### Confetti

No confetti is allowed inside the restaurant, this includes table confetti & confetti cannons, furthermore only biodegradable confetti can be used outside the front of the house with prior notice been given to the Event Manager.

### Damage

You accept responsibility for the rooms under hire, their furnishings and equipment, and the behaviour of your guests. Any damage caused to these may result in an additional charge to rectify such damage, and additional charges may be raised to cover any loss of business incurred as a result of the damage. We reserve the right to escort from our premises any guests who, in our opinion, are causing excessive noise, disruption or actual damage.

No bolts, nails, tacks, screws, or any other objects are to be driven into the interior or exterior of Alfresco nor is any adhesive substance, including "blue tac" to be attached to any surface unless it has been confirmed by Alfresco Brighton Ltd.

Alfresco Brighton Ltd will not accept responsibility for any loss or damage to guests' property on our premises unless directly caused by our negligence. You will ensure that the event is conducted in an orderly fashion without nuisance.

### Health & Safety

Please be aware that guests using facilities outside the restaurant including the beachfront and the children's playground are your responsibility.

Alfresco is a No Smoking building. Candles, pyrotechnics, smoke machines, or any other form of naked flame can only be used with our written permission, at least one month in advance of the event.

You will ensure that you and your guests comply with all security, fire and other regulations relating to Alfresco and not commit any illegal acts.

### Outside Contractors

Alfresco Brighton Ltd reserve the right to refuse access to a contractor. Only Event Companies approved by Alfresco Brighton Ltd may work on behalf of the client.

You are responsible for ensuring that all third parties providing services (such as discos) are fully covered by public liability insurance, and can provide all health and safety documentation reasonably required by us.

Alfresco Brighton Ltd is not responsible for any claim resulting from an act or default by the contractor, staff or agents or caused by any equipment supplied by them.

You are responsible for ensuring that all equipment used by third parties services is removed by 10.00 am the following day. If this is not carried out further charges are likely.

### Decorations and gifts

Alfresco Brighton Ltd excepts no responsibility for gifts and decorations that are left down at the restaurant. All decorations need to be collected by 10.00am the following day and gifts are kept for 3 working days. After this time gifts may be deposed of if not contact has been made.

### Music and last orders

We do not allow karaoke unless Alfresco Brighton Ltd have confirmed in writing. Music choice has to be appropriate for the restaurant and has to be cleared with the management of Alfresco. Management reserve the right to terminate the music and change it for something more appropriate if necessary. Timing for band set ups and sound checks have to be confirmed with Alfresco Brighton Ltd. Last orders for functions or weddings is at 12.00 and all guests must be vacated by 12.30. Management has the right from 12.30 to request that guests need to leave Alfresco. Due to the license Alfresco holds if guests do not leave by 12.30 an additional £1000.00 will be charged to the party organiser.

### Professional Security

Please note for all evening parties, corporate events or wedding receptions professional security is hired to ensure that public access is not committed. This is charged to the customer at £100.00. Wedding receptions that start early but have additional guests or entertainment in the evening will also need professional security. Alfresco Brighton Ltd instruct security and reserve the right to escort from our premises any guests who, in our opinion, are causing excessive noise, disruption or actual damage.

Complaints

In the unlikely event of any complaint, you should raise any issues with the Management of Alfresco on the day of the event, and we will do our best to address them. Unfortunately problems cannot be rectified after the event.

Signed (In acceptance of the above)

X.....X (Name of Signatory).....

DATE OF EVENT: .....

Date:.....

Signature of Invoice payer (N/A is same as above)

X.....X (Name of Signatory).....

Date:.....

Please sign both copies retain one and post the other copy back with the deposit to  
Alfresco Brighton Ltd, The Milkmaid Pavilion, Kings Road Arches, Brighton, East  
Sussex, BN1 2LN

