



Private Hire – Terms & Conditions



PHM Limited

Martin E Young – Managing Director

Private Hire Terms and Conditions

Definitions

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

Client	The person(s), firm or company to whom PHM Limited' hospitality and/or conference facilities are being hired out and provided:
Confirmation of Booking	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.
Function	An event to be held within a room or facility booked on a specific date or dates.
Guests	Are the people who the client invites to attend the function. We operate a strict challenge 21 policy, if you are lucky enough to look under 21 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.
Hire Deposit	This is the deposit that is held against the room until after the event for securing the facilities.
Minimum Numbers	Means the minimum number of guests catered for as agreed between the client and PHM Limited at the time of confirmation of booking.
Order Form	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.
Payment Request	The request issued by PHM Limited to the client for payment in advance of a function or event.
Provisional Booking	Means a verbal reservation of a function or event.
Total Charge	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 PHM Limited 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. PHM Limited reserves the right to cancel any booking, due to any unforeseen circumstances. PHM Limited 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 PHM Limited requires the client to pay a hire deposit on confirmation of booking.
- 2.2 PHM Limited shall provide to the client an estimate of the total charge on or as soon as reasonable practicable after confirmation of booking
- 2.3 PHM Limited 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 PHM Limited 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 PHM Limited 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, PHM Limited may treat the confirmed booking as being cancelled by the client.
- 2.7 PHM Limited 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 PHM Limited 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 PHM Limited reserves the right to charge interest at the rate of 2.5% over the Lloyds TSB (Scotland) Base Rate per month, compounded monthly on all overdue accounts.
- 2.11 PHM Limited accept payment by cash, credit or debit card and cheque, in person and over the phone. Please make cheques payable to 'PHM Limited.'

3. Use of Contractors

- 3.1 PHM Limited 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 PHM Limited
 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 PHM Limited for any claims brought against PHM 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 PHM Limited receives written notice cancelling the confirmed booking from the client, the client shall pay to PHM Limited a cancellation fee calculated as follows:

- 4.2 The total charge if notice of cancellation is received by PHM Limited 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 PHM Limited 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 PHM Limited 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 PHM Limited 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 PHM Limited 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 PHM Limited received, the guaranteed minimum or the actual number of guests whichever is the greater.
- 5.3 PHM Limited 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 PHM Limited to require the offending individual(s) to leave the.
- 6.2 PHM Limited 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 PHM Limited 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.

7.2.1	Vomiting	£50.00
7.2.2	Bodily Fluids & blood	£75.00
7.2.3	Confetti and 'Party String'	£10.00
7.2.4	Graffiti on tables	£125.00

8. Indemnity

- 8.1 The client shall indemnify PHM 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 PHM Limited 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 PHM Limited does not accept responsibility for any loss of, or damage to, or destruction of property however caused.

10. General

- 10.1 PHM Limited 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 PHM Limited 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 PHM Limited 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 PHM Limited' control.
- 10.2 PHM Limited do not cater for 16th & 18th birthday parties. Any functions booked under false pretences will be cancelled without refund.
- 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.