

# Ooty Restaurant

## TERMS AND CONDITIONS

### 1. Please note:

- a) The party you are contracted with is the ooty which operates the restaurant & Bar referred to overleaf.
- b) The ooty General Manager has the authority to amend these terms and conditions at her/his discretion.

### 2. Number booked:

- a) Provisional numbers will be asked for at the time of booking and the Ooty reserves the right to set a minimum number to be charged for the event.
- b) Final numbers must be confirmed 5 working days prior to the event (not including the day of the event)
- c) and, subject to any minimum number, this will be the number you will be charged for.
- d) The ooty reserves the right to change a designated room after appropriate consultation if the agreed minimum numbers are not to attend the event. This does not affect any minimum charge.

### 3. Payment:

- a) 50% deposit must be paid in order to confirm your booking.
- b) The outstanding balance of the account is payable 7 days prior to arrival unless alternative arrangements have been agreed by the ooty. Credit will be given for the deposit paid.
- c) Completed credit application forms are required at least 21 days prior the event for all customers requesting credit facilities. The ooty is under no obligation to grant credit. If credit is granted then settlement must be made in full on receipt of the appropriate invoice.
- d) If payment is to be made by either a credit or charge card this must be made known to the ooty at the time of the booking. Only recognised cards will be accepted. The card must be produced by the signatory prior to the event.
- e) Events costing less than £250 must be paid by credit, charge card or cash prior to the event. Credit facilities will not be offered.
- f) Weddings and private functions must be fully prepaid at least 7 days prior to the event. Credit facilities are not offered to private individuals.

### 4. Cancellation by the Customer:

a) Should you cancel your booking a charge may be made equivalent to any loss suffered by the Ooty. Costs incurred for any equipment hired by the Ooty on your behalf will be added to any cancellation fee.

- b) The following % will be charged:
  - If cancellation occurs 2-4 weeks before the event 50%.
  - If cancellation occurs 0-1 week before the event 100%.

c) NO CHARGE will be made in the following circumstances:

- If cancellation occurs up to 6 weeks before the event.
- If cancellation occurs up to 14 days before any event when the booking was made within 6 weeks prior the event.
- If the venue can be resold for the same date(s) at a similar fee.

When calculating the above periods, the actual day(s) of the event will not be taken into account.

d) If you cancel an event and, in the General Manager, book a similar event within a period of 14 days, 25% of the cancellation charge will be credited to the re-booked event.

### 5. Cancellation by the ooty

The ooty may cancel the booking at any time and without any obligation to you in any of the following circumstances.

- If the ooty or any part of it is closed due to fire, alteration or re-decoration, by order of any public authority, or otherwise through any reason beyond the ooty's control.
- If you become bankrupt or insolvent or enter into liquidation or have an administrator, administrative receiver or receiver appointed over all or a substantial part of your assets.
- If you are more than 30 days in arrears with payment to the ooty or company for previously supplied services.
- Within 3 days of the event (not including the day of the event) the event may, in General Manager's reasonable opinion, prejudice the reputation of the ooty.

### 6. Liabilities:

- a) Please safeguard your property. The ooty will not accept any liability for loss of or damage to property or death or illness or injury to persons unless caused by the ooty's negligence.
- b) Unless the ooty is liable as referred to in (a), you will indemnify Ooty from and against any and all liability for loss of or damage to property or death or illness of or injury to persons and against any and all claims, costs, demands, proceedings and damages arising there from as a result of the event.
- c) You are advised to consider your insurance cover in respect of (b) above.

### 7. General:

- a) Goods and services may not be bought or sold on the premises no tickets whatsoever may be sold at the event.
- b) The ooty's name, logo and telephone number may not be used in any advertising or other publicity without the prior written consent of the General Manager.
- c) No signs, displays, posters or other material may be fixed to the walls of ooty's rooms without the prior authorisation of the General Manager.
- d) If the contract includes you employing the services of an outside contractor then you will indemnify the ooty against any loss of or damage to property or death or illness of or injury to any persons and against all claims, costs, demands, proceedings and damages arising therefrom. Any outside contractor employed by you must report to the Duty Manager at the ooty and sign the ooty's standard Contractors Indemnity Form. The Ooty reserves the right to refuse access to any contractor in appropriate circumstances.
- e) **Management reserves the right to refuse entry to any person for any reason whatsoever.**