

1. Terms

1.1 All reservations, provisional or confirmed, are made upon and are subject to the following Terms & Conditions and no variation thereof will be accepted unless agreed in writing with Gordon Ramsay Holdings Ltd. The Terms & Conditions together with the booking form shall collectively form the Contract between us.

1.2 Our receipt of a signed Contract from you will confirm acceptance of our Terms & Conditions.

1.3 This agreement is made between the person or company listed in the booking form ("You") and Gordon Ramsay Holdings Limited with its registered office at 539-547 Wandsworth Road, London, England, SW8 3JD, and with company number 03457208, and VAT number GB 722502081 ("us", "we", "our").

2. Interpretation

2.1 In these Terms & Conditions the "Contact" means the person booking the event.

3. Confirmation/Deposit

3.1 Along with a signed agreement, if applicable, a deposit, as stated on the booking form, will apply to fully secure the event and create a binding agreement with us. Where deposits are not required, then this Agreement will be binding on signature.

3.2 Once a credit/debit card number has been provided by the Contact, requests to change credit card numbers will not be accepted. You and the Contact authorise us to charge/request payment of all fees to the credit/debit card.

4. Final Numbers

4.1 Confirmation of final numbers is required 48 hours prior to the date of the event.

4.2 Any reduction in numbers after 48 hours will result in the cancellation fee (pp) stated on the booking form being retained.

4.3 Should the agreed menu/package price per person be greater than the cancellation fee (pp), this price will replace the cancellation fee (pp).

5. Cancellation

5.1 All cancellations must be made in writing by the Contact; verbal cancellations will not be accepted.

5.2 You will be liable to pay the total cancellation fee stated on the booking form, based on the cancellation schedule. Cancellation charges are not subject to VAT.

5.3 Any cancellation within 48 hours of the date of the event will result in the agreed menu/package price per person being retained, should that price be greater than the cancellation fee per person. A new total cancellation fee (which will supersede the total cancellation amount stated on the booking form) will then be calculated based upon final numbers confirmed and the agreed menu/package price per person. In all other cases the cancellation fee per person stated on the booking form will be retained.

5.4 Should the reservation be based on a minimum spend, this amount will always apply as the total cancellation fee.

5.5 Where you are booking our restaurant as a consumer, then you are entitled to certain cancellation and refund rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. You agree that your right to cancel and receive a refund under those regulations shall not apply once we confirm your reservation as such reservation shall be deemed to be the start of our service to you.

5.6 We reserve the right to cancel this agreement and your reservation without cause on written notice to you. In such instances we will refund any reservation sums paid by you to us, and which you agree shall be (and to the fullest extent permissible by law), our sole liability to you.

5.7 In addition, we may (without limiting any legal remedy) at any time terminate this Agreement by

giving written notice to you if you commit any breach of this Agreement, or if you into liquidation (if you are a business), or if you become bankrupt (if you are an individual), or make any voluntary arrangement with your creditors or have a receiver or administrator appointed (or any similar or analogous event).

6. No-show events

6.1 In the case of the group not attending without prior written cancellation, the You / Contact will be charged the total cancellation fee stated in the agreement detailed on the booking form based on the final numbers confirmed 48 hours prior.

7. Service charge

7.1 A discretionary service charge, as stated on the booking form, is added to the overall account.

8. Wines and Corkage

8.1 In accordance with licensing provisions, only wines and spirits supplied by us are permitted for consumption on our premises. A corkage service is not available.

9. Payment

9.1 Unless otherwise agreed by us in writing, payment of the balance must be settled at the end of your meal. We are unable to offer an invoicing service. All major credit cards are accepted.

10. Value Added Tax

10.1 All prices quoted are inclusive of Value Added Tax calculated at the current rate.

11. Force Majeure

11.1 We will not be deemed to be in breach of the Agreement, or have any liability to you if you are delayed in performance, or the non-performance, of any of your obligations in the Agreement due to any circumstances beyond your reasonable control (a Force Majeure event).

11.2 We will at the earliest opportunity notify you of a Force Majeure event that affects us and (if we consider possible) take such steps as is reasonably practicable to overcome the Force Majeure event.

11.3 If the obligations under this Agreement are prevented or delayed by Force Majeure the parties shall enter into discussions with a view to agreeing upon such alternative arrangements as may be fair and reasonable. If no agreement can be reached within 7 days of the Force Majeure event the Agreement will be terminated.

12. Our Liability

12.1 This clause sets out the entire financial liability of the parties (including any liability for the acts or omissions of their respective employees, agents and subcontractors) to each other in respect of any breach of this agreement, your booking and any representation, statement or omission arising under or in connection with this agreement.

12.2 Our liability shall not be limited or excluded for any death or personal injury caused by our negligence, or for our fraud or fraudulent representation or for any other loss or damage that cannot be excluded by law.

12.3 Notwithstanding the foregoing, we shall not be liable to you (and howsoever arising) for any loss of profit, business, goodwill, opportunity, or for any special, indirect, consequential damages or loss.

12.4 Without prejudice to the above, our total liability arising under or in connection with this agreement, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall be limited to the amount of fees paid by you to us.

12.5 We shall have no liability to you or your guests for any loss, damage, costs, expenses or other

claims for compensation arising from any instructions supplied by you which are incomplete, incorrect, inaccurate, illegible, or any other fault of you generally. You agree to inform us of any eating allergies that may apply to you or your guests.

13. Your Indemnity to Us and responsibility to obtain Insurance for your third party suppliers/contractors

13.1 To the fullest extent permissible by law, you (the "Indemnifying Party") shall fully indemnify us, our directors and employees (the "Indemnified Party") from and against any and all liabilities, claims, losses, actions, consequential loss, demands and proceedings, judgments, awards, remedies and damages, injuries or death, loss of or damage to property and all losses and proceedings arising of whatever kind and nature (and all costs and expenses whatsoever in connection therewith including legal fees) suffered by the Indemnified Party or any of our group companies arising out of or in connection with:

- (a) Any loss, damage or claim arising whatsoever, any reckless or negligent or wilful default of the Indemnifying Party; and/or
- (b) any consequential damage, injury or event giving rise to a claim for loss arising from damage as a result of the occupation or use of our premises by you or any third party supplier or contractor engaged by you; and/or
- (c) any breach of the Agreement by you.

13.2 Without limiting your liabilities under Clause 13.1, and where we have consented in writing for you to engage any third party supplier or contractor to attend our premises for your booking, then you shall ensure:

- (a) that you or the third party supplier/contractor have in place insurance (including public and products liability insurance) to include an indemnity to principal provision in each instance to the minimum value of five million pounds (GBP£5,000,000); and
- (b) produce and cause to be produced such evidence as we may reasonably require that the above-mentioned insurances have been taken out and are in force at all material times. If you shall fail to comply with the provisions of this clause 13.2 then we may, at our sole option and without prejudice to any other remedies available:
 - (i) Terminate the Agreement with immediate effect; or
 - (ii) effect and keep in force such insurances as we may deem necessary and where the premiums shall be payable by us but reimbursed by you on demand;

14. Personal Data

14.1 You acknowledge that we may retain and use any personal data submitted by you for the purpose of processing your reservation and to enable us to provide our services to you. You shall be responsible for ensuring we have the right to process any personal data with respect to your guests. We shall process all personal data in accordance with the Data Protection Act 1998 (as amended), and you acknowledge that such data may be transferred outside of the EEA.

15. Photography & Filming

15.1 Photography and filming is only permitted for personal use and not to be published in any commercial format. Commercial photography or filming requires our prior written consent.

16. Client Responsibilities

16.1 You shall ensure that all members of your party shall adhere to the following dress code casual smart.

16.2 You are solely responsible for the behaviour, act or omission of each member of your party. You must comply, and ensure that your guests comply, with any of our reasonable requests and with any written policies that may apply to our premises from time to time.

16.3 You are solely responsible for any personal items belonging to you or your guests that are lost

or damages on our premises. We are not liable for any flood, fire or damage to the items.

16.4 Smoking is prohibited in all areas of our premises and you shall ensure that all members of your group adhere to this restriction.

16.5 You may not bring or use your own or any third party services at our premises without our prior written consent, or bring any other food or drink that has not been provided by us. Where we consent to you using any third party services you shall be solely responsible for ensuring that the third party service provider adheres to our policies.

17. General

17.1 This Agreement constitutes the entire agreement between you and us, and supersedes any previous agreement or understanding. This Agreement may not be varied except in writing by the parties.

17.2 Save as set out in this Agreement all terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

17.3 No partnership, agency or other arrangement shall exist between us and you.

17.4 You may not assign, charge, sale, or otherwise transfer this agreement.

17.5 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

17.6 A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

17.7 This Agreement shall be governed by English law, and the parties agree to submit to the exclusive jurisdiction of the English courts.