



## BOOKING TERMS AND CONDITIONS

These Terms and Conditions shall apply to the private hire booking of one of our semi private rooms, Reserve VIP Room, and the Ballroom for corporate and/or private events. Please read these Terms and Conditions carefully.

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>Booking</b>	means the arrangement of the hire of a Room including, but not limited to, setting the Hire Date, the Hire Term, agreeing the Minimum Spend, specifying the nature of the Event and setting out any additional requirements the Customer may have, including any Catering and/or Drinks Packages;
<b>Catering and/or Drinks Package</b>	means the drinks and/or food packages available to pre-order for the Room and/or the Event;
<b>Customer</b>	means the customer who is hiring the Room at the Venue, subject to these Terms and Conditions;
<b>Data Protection Legislation</b>	means 1) unless and until EU Regulation 2016/679 General Data Protection Regulation ("GDPR") is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations, and secondary legislation (as amended from time to time), in the UK and subsequently 2) any legislation which succeeds the GDPR;
<b>Deposit</b>	means the sum payable by the Customer under Clause 4 of these Terms and Conditions and as agreed between the parties at the time of Booking;
<b>Event</b>	means where applicable, the event or function which the Customer intends to host in the Room subject to these Terms and Conditions;
<b>Fees</b>	means the all sums that are due and payable by the Customer prior to the Hire Date, including <ol style="list-style-type: none"><li>an amount equal to the Minimum Spend;</li><li>an amount equal to any pre-ordered Catering and/or Drinks Packages</li><li>the cost of any additional items to be provided by us on the Hire Date, as requested by the Customer;</li></ol>
<b>Hire Date</b>	means the date agreed that the Customer will hire the Room, as agreed at the time of Booking;
<b>Hire Term</b>	means the total duration of the Room hire on the Hire Date as agreed between the parties at the time of Booking;
<b>Minimum Spend</b>	means the minimum sum the Customer guarantees to spend with us in consideration for the hire of the Room, pursuant to clause 3.2;
<b>Room</b>	means the semi-private, the Reserve VIP Room, and/or space in the Ballroom that you have agreed to hire out as detailed in the Booking;

**Serve** means us, Serve (Birmingham) Ltd, a company incorporate in England and Wales and whose registered address is situate at 370-374, Nottingham Road, Newthorpe, Nottingham, United Kingdom, NG16 2ED; and

**Venue** means the premises known as 55 Temple Row, Birmingham.

## 1. **Enquiries and Bookings**

1.1 All enquiries should first be made to check the availability of the Room. If the date required is available, a provisional booking can be made by email or telephone. When making the provisional booking, the Customer should provide name and any other provisional details required including provisional guest numbers and catering requirements. The provisional booking will be held for a maximum of 14 days, after the 14 days we will do our best to continue to hold the space however if another enquiry for that room is received SERVE reserve the right to offer the space, at which point the Customer will be contacted and asked to confirm the Booking within 24 hours, failing which the Room will be released to other enquiries.

1.2 Once the Booking is made and the Deposit paid in accordance with Clause 4 the Room shall be reserved for the Customer for the Hire Date and Hire Term, subject at all times to these Terms and Conditions. No Room will be confirmed as reserved, until the Deposit has been paid.

## 2. **Hire Term and changes**

2.1 The agreed hire time and date will be agreed and confirmed with the Customer at the time of Booking. Should the Customer wish to make changes to the times and/or date, we shall do our best to accommodate such changes, however offer no assurances that any alternative dates and/or times will be available.

## 3. **Fees and Payment**

3.1 You only pay for what you have pre booked in advance i.e. ping pong table, food, drink and for any additional items that you have requested to suit your Event. All additional foods and drinks bills or an any additional items requested which are not pre-paid are to be paid on the night

3.2 With regards to Room Hire only bookings SERVE reserve the right to impose a minimum spend for catering / drinks during peak times. The Minimum Spend will be determined by reference to the Hire Date, the length of the Hire Term and the number of guests,. The Minimum Spend and what that covers will be agreed with you at the point of Booking and will be redeemable against the Customers food and/or drinks tab on the day/night of their Event.

3.3 Payment of the balance of Fees shall be made in instalments as follows

a) An amount equal to 50% of the Fees, less any Deposit paid to be payable no later than 28 days prior to the Hire Date; and

b) The balance of the Fees to be paid in full no later than 14 days prior to the Hire Date

3.4 If you do not pay the Fees to us as stated by sub-Clause 3.4, it will be a breach of contract by you, and we will then be entitled to terminate our contract with you under clause 5.4(a).

## 4. **Deposit**

4.1 At the time of Booking the Customer shall be required to pay the Deposit. The amount of the Deposit shall be made known to you at the time of Booking, but shall be equal to 25% of the total value of the Fees agreed, unless where Bookings have been made less than 4 weeks prior to the Hire Date, in which case a 50% Deposit shall be required. Bookings shall not be deemed confirmed until the Deposit is paid in full.

4.2 Payment of a Deposit shall be part payment of Fees; however the Deposit shall be non-refundable.

## 5. **Cancellation**

- 5.1 The following shall apply to cancellation of the Booking by the Customer:
- 5.1.1 If the Customer cancels the Booking 8 or more days ahead of the start of the Hire Date we shall refund of any sums paid less the Deposit paid. .
- 5.1.2 If the Customer cancels the Booking less than 8 days ahead of the start of the Hire Date or fails to attend on the Hire Date, we shall retain all sums paid and any outstanding Fees shall become immediately payable. No refund shall be issued.
- 5.2 Cancellation by the Customer should be made via email to the Serve management team or by telephone.
- 5.3 We may cancel the Booking for any reason up to 7 days before the start of the Hire Date and shall refund all sums paid, including the Deposit.
- 5.4 If any of the following occurs, we may also cancel the Booking immediately by giving you notice via email or in writing if:
- a) You fail to make a payment on time as required under clause 3.4; or
- b) We are unable to carry out our obligations due to any event outside our reasonable control (as under clause 13)
- 5.4.1 If we cancel the Booking under clause 5.4 (a) because of any failure by you to make payment on time as required under clause 3.4, we shall refund to you any sums paid less the Deposit paid. If we cancel the Booking under clause 5.4 (b) because of events outside our control, we shall refund to you any sums paid (including the Deposit paid).

## 6. **Use of the Venue**

- 6.1 If any banners/balloons/stands are required to be used by the Customer for any Event, they may only be used in such a way which does not require any destructive fixing to the structure of the Room and/or the Venue. No fixings requiring glue, nails, tacks, screws or similar are permitted, unless the prior consent of Management has been given.
- 6.2 We will not tolerate vandalism from any guests at the Event. Those persons who carry out any acts of vandalism or violence will be reported to the police and removed from the Venue
- 6.3 The Customer shall bear the costs of making good any damage to the Room and/or the Venue, including, but not limited to, any damage done as a result of violation sub-Clause 6.1 and or from any vandalism referred to at clause 6.2.
- 6.4 The Customer may not at any time use candles or other lighted flames or any electrical equipment inside the Room or the Venue without the prior written permission of Management.

## 7. **Health and Safety**

- 7.1 When using the Room and/or the Venue, all fire exits and access thereto must remain completely unobstructed. All signs for fire exits and equipment must remain as prominent and visible as they are when the Room/Venue is unoccupied. Fire equipment must not be moved from its present location unless being used for its intended purpose.

## 8. **Good Order and Nuisance**

- 8.1 The Customer shall be required to keep all guests under a reasonable level of control. This obligation shall extend to noise levels, general behaviour and sobriety. This obligation shall also apply to the Customer's staff and you associates and any other individuals that are in attendance for the purposes of an Event and not under the control of us.
- 8.2 Noise must be kept to a reasonable level at all times.
- 8.3 The Customer may be required to ask any guest to leave at the request of the management should their behaviour, noise level or sobriety be deemed as inappropriate. We reserve the right to remove any person that we deem is not behaving appropriately. If anyone is found with illegal narcotics or weapons, the police will be called and the relevant guests will be removed from the Venue.

8.4 Where the Room is to be hired for children's birthday parties, the Customer must ensure that appropriate level of adult supervision is maintained at all times. We shall not be responsible for the supervision of any children attending.

## 9. **Opening Hours**

9.1 We close at 12pm Sunday to Thursday with last drinks orders at 11pm. We close at 2am Friday and Saturday with last drinks orders at 1am.

9.2 We have a strictly no smoking policy. Guests are more than welcome to smoke outside at the front of the Venue in the designated smoke area, however drinks are not allowed to be taken outside and noise must be kept to a minimum

## 10. **Music**

10.1 The Reserve VIP Room has a DJ linking from the main room in the Venue as well as an equipped standalone sound system which can be used in conjunction with an MP3 player for background music, if you wish. Should you wish to have a DJ/band play for your Event, we can arrange this for you, for an additional cost.

10.2 The volume of such music will be determined by Management at all times.

## 11. **Personal Items**

11.1 We cannot be held responsible for items left unattended at the Venue. All loose items must be left in the cloakroom. If items are lost at the Venue: we recommend you report this to the Management immediately. Management may require you to wait until the end of the evening to retrieve your item if found.

11.2 We will not be held accountable for any lost or stolen items.

## 12. **Catering**

12.1 The Customer shall be offered Catering and/or Drinks Packages which are available when confirming their Booking.-

12.2 If the Customer chooses to bring their own birthday/celebration cake to the Event, we shall have the right to inspect such cake being brought to the Venue for food safety and hygiene purposes. The Customer shall be fully responsible for the food safety and hygiene of any cake consumed in the Venue and shall fully indemnify Serve in respect of all claims howsoever arising in connection with the consumption of it.

## 13. **Events outside our Control**

13.1 We will not be liable for any failure or delay where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond our reasonable control.

13.2 If an event outside our reasonable control is likely to prevent us from making the Room available in time for the Hire Date, our contract with you will be cancelled in accordance with our right to cancel at clause 5.2.

## 14. **Liability and Indemnity**

14.1 We shall not be liable for any loss or damage to any property belonging to or brought onto the premises by any persons. We shall further not be liable for any loss or damage arising out of any circumstances beyond our reasonable control.

14.2 To the fullest extent possible, we exclude all liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profit or any

indirect or consequential loss arising under or in connection with the hire of the Room or breach of these Terms and Conditions.

14.3 The Customer shall be fully responsible for the acts and omissions of its guests at all time during the Hire Term (or the relevant part thereof) and shall fully indemnify Serve in respect of all claims howsoever arising for any damage or loss occasioned to its property or persons in connection the use of the Room.

14.4 Nothing in these Terms and Conditions restricts Serves liability for death or personal injury arising out of any act or omission of Serve.

**15. Data Protection**

15.1 All personal information that we may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and the Customer’s rights under the GDPR.

15.2 Where we have obtained personal data from the Customer, we will only use such personal data when the law allows us to. Most commonly, we will use such personal data in the following circumstances:

15.2.1 Where we need to perform the contract we are about to enter into or have entered into with the Customer;

15.2.2 Where it is necessary for our legitimate interests (or those of a third party) and the Customer’s interests and fundamental rights do not override those interests.

15.2.3 Where we need to comply with a legal obligation

15.3 We have set out below, in a table format, a description of all the ways we plan to use any personal data given to us, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.

<b>Purpose/Activity</b>	<b>Type of data</b>	<b>Lawful basis for processing including basis of legitimate interest</b>
To register the Customer as a new customer	(a) Identity (b) Contact	Performance of a contract with the Customer
To process and deliver your Booking including: (a) Manage payments, fees and charges (b) Collect and recover money owed to us	(a) Identity (b) Contact (c) Financial (d) Transaction (e) Marketing and Communications	(a) Performance of a contract with the Customer (b) Necessary for our legitimate interests (to recover debts due to us)
To manage our relationship with the Customer which will include: (a) Notifying the Customer about changes to our terms or privacy policy	(a) Identity (b) Contact (c) Profile (d) Marketing and Communications	(a) Performance of a contract with the Customer (b) Necessary to comply with a legal obligation (c) Necessary for our legitimate interests (to keep our records updated

(b) Asking the Customer to leave a review or take a survey		and to study how customers use our products/services)
To make suggestions and recommendations to the Customer about goods or services that may be of interest to them.	(a) Identity (b) Contact (c) Profile (d) Marketing and Communications	Necessary for our legitimate interests (to develop our products/services and grow our business)

15.4 We may use Customers Identity, contact, and profile data to form a view on what we think the Customer may want or need, or what may be of interest to them. This is how we decide which products, services and offers may be relevant for them. (we call this marketing).

15.5 The Customer will receive marketing communications from us if they have requested information from us (by making an enquiry), made a Booking and/or purchased goods or services from us and they have not opted out of receiving that marketing. We will get the Customer's express opt-in consent before we share any personal data with any third party for marketing purposes.

15.6 The Customer can ask us to stop sending them marketing messages at any time by contacting us at any time.

15.7 For complete details of the Serves collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Customer's rights and how to exercise them, and personal data sharing (where applicable), please refer to our Privacy Notice on our website.

16. **No Waiver**

No failure by Serve to enforce the performance of any provision in these Terms and Conditions shall constitute a waiver of the right to subsequently enforce that provision or any other provision of these Terms and Conditions. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

17. **Severance**

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected thereby.

18. **Law and Jurisdiction**

18.1 These Terms and Conditions shall be governed by the laws of England and Wales.

18.2 Any dispute between the Parties relating to these Terms and Conditions shall fall within the jurisdiction of the courts of England and Wales.