

THE SNUG

— KITCHEN & COCKTAILS —

Terms & Conditions pertaining to provisional and confirmed bookings made with The Snug Bar through verbal and/or written confirmation. These provisions are in place to secure you (the guest) and the venue and once agreed to apply to your "Booking Confirmation Number" provided to you.

1. Defined Terms

- 1.1 **Arrival Date:** Refers to the day of arrival for specific venue chosen. These details are outlined in your confirmation email provided by a third party (Design My Night).
- 1.2 **Time Of Arrival:** Refers to the time of your booking as stated in your Booking Confirmation email and 15 minutes prior and post this time.
- 1.3 **Balance:** Means the total cost of products selected via your menu selection(s) less any deposit if already paid.
- 1.4 **Confirmation Email:** Refers to the email you will receive upon our acceptance of your enquiry.
- 1.5 **Double Confirmation:** Means the text you will receive 12 Hours prior to your booking requesting your booking confirmation: This is not a mandatory field.
- 1.6 **Confirmation Number:** Each respective booking is supplied with its own numerical code contained within the Confirmation Email: I.E: DMN- 16175012115
- 1.7 **Booking:** Refers to making a reservation for the provision of products at one of our sites via phone or Email and subsequently confirmed by receipt of a confirmation email.
- 1.8 **Events Beyond Reasonable Control:** Refers to unforeseeable acts that cause delay or cancellation to your booking. Refer to means stated in (clause 7.1)
- 1.9 **Group Booking:** Means of a booking that requires our products to be supplied to 6 or more people.
- 1.10 **Menu Selections:** Refers to chosen products outlined on The Snug Bar website or via phone that are available to you with reference to site specific offerings.
 - 1.10.1 **Booking Type:** Optional reservation selection: Drinks/Cocktails Class/Private Hire etc.
 - 1.10.2 **No Show:** Means as stated in clause 6.0
 - 1.10.3 **Short Notice Bookings:** Means any Booking made where the Arrival Date is within 14 DAYS of the date of the submission of the Booking.
 - 1.10.4 **Site:** Means the choice of venues under The Snug Bar LTD in which your Booking was made. The premises we operate in are as listed on our website at the following link:
<http://www.thesnugbar.co.uk/locations>
 - 1.10.5 **Terms:** Any reference to terms or conditions or contract shall mean the terms and condition of this contract.
 - 1.10.6 **T's & C's:** Terms & Conditions
 - 1.10.7 **Christmas:** The period in which 5.3 and other relatable terms take effect: 01/11/2018 – 31/01/2019

2. These Terms

- 2.1 What these Terms cover:** These are the terms and condition on which you make Bookings with us via our website or via phone and which are then confirmed by way of receipt of a confirmation Email and how we supply our products to you, whether these are goods or services.
- 2.2 Purpose & Means of Terms:** We strongly advise all our guests to take the time to read our terms carefully before agreeing to a Booking and prior to any orders or requests made unto us. These terms outline who we are, how the booking process works, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

3. How to contact the Snug & Who we are

- 3.1 Who we are and the contact:** We are The Snug Bars Limited and our registered UK office is **THE FLEUR DE LYS, 1 FRENCH ROW, ST ALBANS, HERTFORDSHIRE, AL3 5DU**. You can contact our support office by following this link: <http://www.thesnugbar.co.uk/contact-us>
- 3.2 How we may contact you:** If we have to contact you we will do so by telephone or by writing to you at the email address you provided to us when you submitted your Booking and to which we sent your Confirmation Email.
- 3.3 Writing includes Emails:** When we use the words “writing” or “Written” in these Terms, this includes emails and excludes fax.

4. Our Contract With You: Booking, Acceptance & Confirmation

- 4.1 How you will accept these Terms & Conditions:** In completion of you booking submission you are thereby agreeing and consenting to the T's & C's outlined in this document in references to the Venue you booked under and the provision of products supplied to you.
- 4.2 How we will accept and confirm your booking:** Upon making a booking via our website (<http://www.thesnugbar.co.uk/bookings>) or telephone your enquiry is sent to the specific site you have selected. The detail of your booking is then checked for availability. Once your enquiry has been reviewed you will receive a confirmation email outlining the Arrival Date/Venue/Confirmation Number & Menu Selections (if applicable). NOTE: No booking is accepted or confirmed without proof of a confirmation email. It is your responsibility to ensure the details submitted in your enquiry are accurate. If details you provide are incorrect or if you do not provide the required details we may cancel your Booking and terminate the contract in accordance with clauses 6.6 and 6.7 (b)

Your booking although confirmed will in-effect be invalid until clause 5.3 is adhered to. In this instance, we reserve the right to cancel your booking.

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4.3 Age Restrictions: In accordance to the Licensing Act 2003, it is our duty to ensure the protection of minors. In doing so the person(s) making a booking enquiry must be 18 or over and can prove this via presentation of a valid Passport or Driver Licence upon the Arrival Date. If the person who made the Booking, or any persons party to the Booking, cannot prove they are the age of 18 or over upon arrival at the Venue, or if the Venue has not been contacted and informed prior to the Arrival Date we reserve the right to cancel your booking in accordance with section 6 clause 6.6 (d)

5. Deposit & Balance For Products

- 5.1 Credit Cards:** All Bookings made via our website or otherwise require the provision of valid credit or debit card details (in accordance with Clause 9.3)
- 5.2 Deposit:** Upon submission of your Booking a deposit will be charged to and taken from the credit or debit card details provided with your Booking. The value of the Deposit is determined by the Booking Type and volume of the party (per person). Deposits are £5 per person unless stated otherwise. **Deposits will be refunded solely at the discretion of the manager of the Venue at which your Booking is located.**
- 5.3 Christmas Deposit & Payment:** In reaction to high demand bookings during the Christmas period all deposits and full payment must be completed 14 days prior to the Arrival Date.
- 5.4 Short Notice Bookings:** If your Booking is less than the 7 day build up to the Arrival Date (see 5.3) you must:
- Pay any deposit and outstanding Balance, at the time of the submission of the Booking.
 - 14 days if your booking falls in the Christmas Period
- 5.5 Service Charge:** A discretionary 10% service charge will be added to every table that has a party greater than 8. During the Christmas Period the charge is added if party is greater than 6 or more. This is discretionary and can be removed. If you wish to remove this due to the service standards you received, offer us the chance to rectify your complaint and direct your feedback to <http://www.thesnugbar.co.uk/contact-us>.
- 5.6 Private Hire (Minimum Spend):** In the instance you select private hire when booking with us, the General Manager will be in direct contact with you to discuss the payment process. Once a payment amount has been discussed and agreed to, we require a deposit and balance payment 14 days prior to the Arrival Date. The terms of this agreement form the contract binding this payment.
- 5.7 Applying for Package/Booking Type:** Note, that you will only be eligible for the booking type you requested within your booking confirmation. You are unable to request a package post your Arrival Time. If you need to make changes to your booking view clause 6.1.
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6. Changes Cancellations, No Shows & Refunds

- 6.1 Your rights to make changes:** You can make changes to your Booking up to 7 days before your Arrival Date, unless this falls within the Christmas Period in which you must contact us 14 days prior. If you would like to make changes, contact the relevant Venue to discuss changes directly: <http://www.thesnugbar.co.uk/locations>. All changes are under the discretion of the Venue Manager, changes are subject to availability at the time the change is requested, not the initial date of your booking. If possible, we will let you know about any changes to the price of the

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products, their timing of anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6.2 Our right to make changes: We may make changes to your Booking. This includes, for example:

- (a) To reflect changes in relevant laws and regulatory requirements
- (b) To implement minor technical adjustments and improvements, for example to address a security threat;

If further changes are required to take place, we will contact you directly to outline this. If you are not happy with the changes made and wish to terminate this contract and cancel your booking, refer to clause 6.8. In reference to your deposit refer to clause 5.2.

6.3 Unavailability or withdrawal of products: In the event your menu selection or booking type is unavailable we will contact you 14 days prior to your bookings. Upon the Arrival Date we will ensure a suitable alternative is supplied to you where possible. If no suitable alternative can be offered, in our reasonable opinion we may at our discretion refund the entirety of any Balance paid for products not received together with any deposit already paid (in accordance with clause 5.2)

6.4 Site Changes: Site changes are available with prior consent of 14 days. However, this is solely under the discretion of the Venue Manager and is not common practice nor a confirmed option. If you attend the incorrect venue please refer to clause 4.2 & 5.2 in reference to application responsibility.

6.5 Cancellation by you: You may cancel your booking, and terminate the contract with immediate effect, up to 7 days (14 days during the Christmas Period) from the Arrival Date by providing us with written notice. **Deposits will be refunded solely at the discretion of the manager of the Venue at which your Booking is located.**

6.6 Cancellation by us: we may cancel your booking and terminate your contract:

- (a) With immediate effect and without notice to you if you fail to pay us when required to do so in accordance with these terms;
- (b) With immediate effect, or by reasonable written notice where possible if an Event Beyond Our Reasonable Control (7.1) means that we are not able to provide our product to you and fulfil your Booking. In the event of such a cancellation all charges that have been made to the credit or debit card details you provide us including deposit and any balance paid will be refunded.
- (c) With immediate effect if you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide our goods and services to you, for example the number of people party to your booking;
- (d) If the person of the booking or any party to the Booking cannot prove they are over the age of 18 upon arrival at the Venue, or if the Venue has not been contacted and informed prior to the Arrival Date that persons party to a Booking are under the age of 18;

6.7 Loss of deposit: Any deposit may become non-refundable or any Deposit that remains unpaid may be charged to the credit or debit card details provide with your Booking in the following circumstances;

- (a) if you fail to pay us when required to do so in accordance with these Terms;
- (b) if you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide our goods and services to you, for example the number of people party to your Booking;
- (c) if the person who made the Booking or any party to the Booking cannot prove they are over the age of 18 upon arrival at the Site, or if the Site has not been contacted and informed prior to the Arrival Date that persons party to a Booking are under the age of 18;
- (d) if you cancel a Booking within 7 days or less of the Arrival Date. This is not the case if it is within the Christmas Period where 14 days is required. If during the Christmas period, your

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booking is cancelled less than 7 days prior to the Arrival Date we will refund you only 50% of your deposit.

(e) If unless stated otherwise exceeds the Arrival Time.

6.8 How to inform us of contract cancellation: If you wish to cancel your Booking and terminate these terms in accordance with your rights under clause 6.5 please let us know by doing one of the following:

(a) **Phone or Email.** Call the Venue your Booking is located at directly and inform a manager at that Venue. Please provide your name, emails address, phone number and details of the Booking.

6.9 How we will refund you: In accordance with the terms of the contract we will be refunded either at the venue or with direct contact from the Venue Manager. You are also able to contact us through <http://www.thesnugbar.co.uk/contact-us>.

6.10 When will we refund you: you will receive a refund as soon as possible, however please allow for 3-4 working days before for this to become visible in your account.

6.11 Confirmation of refund: The venue General Manager will be in contact to discuss the refund process. Failing this, a member of The Snug Support Office will contact you directly.

7. General

7.1 Events beyond our reasonable control. We will not be in breach of these Terms nor liable for delay in performing, or failure to perform, any of the obligations under these Terms if such delay or failure result from events, circumstances or causes beyond our reasonable control. Such events include, but are not limited to:

(a) acts of God, flood, drought, earthquake or other natural disaster;

(b) epidemic or pandemic;

(c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

(d) nuclear, chemical or biological contamination or sonic boom;

(e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent

(f) collapse of buildings, fire, explosion or accident;

(g) any labour or trade dispute, strikes, industrial action or lockouts;

(h) non-performance by suppliers or subcontractors; and

(i) interruption or failure of utility service.

If you have been forced to cancel your booking due to poor weather, we will rearrange your Booking for a suitable and available time to you an us.

8. Problems, Complaints & Disputes

- 8.1 Contact us with any concerns:** If you are having any concerns, queries or problems with your booking please contact us by visiting our website at <http://www.thesnugbar.co.uk/contact-us>.
- 8.2 Responding to problems:** We endeavour to respond to any queries or complaints within 48 HRS. Please be understanding of any communicative delays as we will be undergoing an inhouse investigation to ascertain the correct means of resolution.
- 8.3 Your Statutory Rights:** Nothing in these Terms will affect your legal rights. For more information on your statutory rights see <https://www.gov.uk/consumer-protection-rights>.
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9. Price & Payments

- 9.1 The price of products:** All product prices are outlined in our website in menu format. Packages are available to view on our website, however prices are also dictated in your menu selection or bookings type when you are making your booking.
- 9.2 Pricing Issues:** In the unlikely circumstance the price of your selection or booking is incorrect we will make every effort to rectify and ascertain the issue at hand. In the instance you make a booking at a set price and following this the price is changed by the Snug Bar we will honour the original price set. However, if the product price has been changed before your booking date, irrelevant of previous experiences or discussion the price will remain as stated by The Snug Bar.
- 9.3 When you must pay and how you must pay:** We only accept payment via MasterCard Visa credit and debit cards or cash. Cash is only accepted at the Venue premises.
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10. Personal Information

- 10.1 How will we use your personal information:** We will use your personal information you provide to us:
- To supply our products to you
 - To process a booking and payment for this
 - If in the circumstance you agree to our marketing information we will use your information, you are able to end this at any point.
- 10.2** We do not hold your personal information unless you have consented to this. We will also only ever give your personal information to the police or other recognized authorities statues if the law requires us to do so.

If you are uncertain with the terms of this our booking policy The Snug Bar Support team is available to help. Contact us <http://www.thesnugbar.co.uk/contact-us>.

We look forward to meeting you and hope you have a wonderful time!