

Betsy's Bar Hire Agreement

Meanings

1. In this Agreement, the following words are defined:

Agreement	this agreement for the provision of the Services (as defined below);
Deliverables	all documents, items, plans, products, goods, and materials supplied by the Supplier, including any methodologies, ideas, designs, computer programs, data, disks, tapes, and reports, in whatever form, which are developed, created, written, prepared, devised, or discovered by the Supplier or its agents, sub-contractors, consultants and employees in relation to the Services;
Effective Date	the date on which the client confirms booking
Equipment	any equipment, glassware, systems, tools, items, materials, or facilities requested or used directly or indirectly in the supply of the Services, by the Supplier or its sub-contractors;
Services	the services which are set out and described in Schedule 1 of this Agreement, together with any other services which the Supplier provides or agrees to provide to the Customer through the change control procedure set out below (Change Control);
Service Levels	the service levels, standards, or performance targets applicable to the Services, which are set out in Schedule 3 of this Agreement;
Specification	the description or specification for the Services as set out in Schedule 1 of this Agreement or as otherwise agreed between the parties through Change Control;
Supplier	Betsy's Bar or any sub-contractor working with, or on behalf of, Betsy's Bar;
Working Day	any day other than a Saturday, Sunday or public holiday in England and Wales.

In writing

Letter, email, text, and chats via online platforms & social media

2. In this Agreement, unless the context requires a different interpretation:

- a. the singular includes the plural and vice versa;
- b. references to sub-clauses, clauses, schedules, or appendices are to sub-clauses, clauses, schedules, or appendices of this Agreement;
- c. a reference to a person includes firms, companies, government entities, trusts, and partnerships;
- d. "including" is understood to mean "including without limitation";
- e. reference to any statutory provision includes any modification or amendment of it;
- f. the headings and sub-headings do not form part of this Agreement; and
- g. "writing" or "written" will include fax and e-mail unless otherwise stated.

Provision of Services (Schedule 1)

3. The Supplier shall provide the Services to the Customer on the terms and conditions of this Agreement from the Event Date.

4. The Services will be provided by the Supplier:

5. The Agreement begins on the confirmation of booking date and will continue until the event ends at a time determined beforehand by the Customer at time of booking subject to the clause below (**Termination**), unless the parties agree to extend its duration.

6. The Supplier shall provide the Services in accordance with the Specification.

7. The supplier must:

- a. Either ensure that all necessary licenses are obtained or provide one themselves and provide any applicable insurances and consents and comply with all relevant legislation in relation to the Services before the date on which the Services are to start;
- b. set up and close down at the times agreed.
- c. provide all staff, equipment and drinks required

8. The Supplier shall perform the Services with reasonable care and skill, in accordance with:

- a. generally recognised commercial practices and standards in the applicable industry; and
- b. all laws and regulations applicable to the Services, including all laws and regulations related to

(i) anti-bribery and corruption, and (ii) data protection.

Customer's Obligations

9.No amendment shall be made to Schedule 1 except on terms agreed in writing by the Parties in accordance with the clause below **Change Control**.

10.The Customer must:

- a.co-operate with the Supplier in all matters relating to the Services;
- b.provide, in a timely manner any information as the Supplier may reasonably require;
- c.update the Supplier with immediate effect if there are any changes in the number of guests attending an event;
- d.disclose exact volumes of all alcohol that will provided at the event if it has not been purchased from the Supplier;
- e.honor and assist with the enforcement of any agreement made with the Supplier relating to the timeframes where alcohol that has not been purchased from the Supplier can be consumed;

Defective Services

11.The Supplier shall promptly notify the Customer of any delays or problems from time to time in the provision of the Services of which the Supplier becomes aware with immediate effect if the issue is likely to have an undesirable effect on the service or event.

12.The Customer shall, without limiting any right or remedy of the Customer, promptly report to the Supplier any defects in the Supplier's performance of the Services as soon as reasonably practicable after any such defect comes to the attention of the Customer.

13.Where any defect in the provision of the Services is reported to the Supplier by the Customer or otherwise comes to the attention of the Supplier, the Supplier shall, without limiting any other right or remedy of the Customer, use its reasonable endeavors to provide such further services as are necessary to rectify the default as soon as is reasonably practicable.

Change control

14.The Customer may at any time during the term of this Agreement request an increase or decrease in the volume of the Services, a change in the Specification, or the addition of new Services (Change Request) by notifying the Supplier in writing of its requirements.

15.The Supplier shall give due consideration to any Change Request from Customer and shall, within 5 Working Days of receiving a Change Request from the Customer:

- a.confirm its acceptance of the Change Request, without any further variation to the terms of the Agreement;
- b.provide a written proposal for accepting the Change Request;
- c.if the Supplier believes it is not reasonably practicable to accept the Change Request, with or without any such variation, provide the Customer with a written statement of its reasons for

doing so.

16. The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, provided that the Supplier gives the Customer reasonable notice of such changes and that such changes do not materially affect the nature/scope of the Services or the Service Charges.

Liability and Insurance

17. If the Supplier's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Customer, its agents, sub-contractors, consultants, employees, or any other circumstances that are out of the Supplier's control (eg. a road traffic accident or poor weather conditions) the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay.

18. Subject to the above clause and the clause above (Indemnity), the Supplier shall not have any liability to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:

- a. loss of profits;
- b. loss of sales or business;
- c. loss of or damage to goodwill;
- d. any indirect or consequential loss.
- e. distress and inconvenience

19. The total liability of the Supplier for any other loss of the Customer in respect of any one event or series of connected events is £0.

20. The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement.

21. During this Agreement, the Supplier shall each maintain in force with a reputable insurance company, insurance sufficient to indemnify risks for which they may be responsible, including for their respective sub-contractors, agents and employees, in connection with the Services and shall, on either parties' request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium.

Confidentiality

22. Each party will only use Confidential Information to perform its obligations under the Agreement and will not cause or allow the information to be disclosed except:

- a. where required by law, court order or any governmental or regulatory body;

Circumstances beyond the control of either party

23. Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party.

24. Such causes include, but are not limited to: power failure, acts of God, epidemic, pandemic, civil unrest, fire, flood, droughts, storms, earthquakes, collapse of buildings, explosion or accident, acts of terrorism, acts of war, governmental action, 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 any other event that is beyond the control of the party in question.

Termination

25. A party may terminate the Agreement immediately by giving written notice to the other party if that other party:

a. (if an individual) dies or as a result of illness or incapacity becomes incapable of managing his or her own affairs.

b. By giving 30 days written notice to the other party.

26. The Supplier may Terminate the Agreement at any time, and with immediate effect, in the event that any of the **Customer's Obligations** are breached.

Fees

27. The Supplier must be transparent with any fees for glass hire, staff, transportation, bar hire, licensing etc. The Supplier must notify the Customer of any such fees by providing an invoice to the Customer which must be paid in full by the date of the event unless otherwise agreed in writing.

28. In the event that there is a breach of the **Customer's Obligations**, the Supplier reserves the right to retrospectively apply fees for the above services. This must be communicated to the Customer in writing within 30 days of the event. The Customer must be given 30 days to pay the charges and they must not exceed £750.00. In the event that payment is not received in full by the due date, the Supplier reserves the right to pass on the Customer's information to collections companies or attempt to recover the funds via the English and Welsh Courts.

Agreeing to these Terms

29. By allowing the Supplier to attend your event, you agree to these Terms.

Governing law and jurisdiction

27. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.