



Vauxhall Quay, Sutton Harbour, The Barbican
Plymouth, PL4 0DN.

VAT Number
339 7829 04

The Marina Club Ltd. Company number 00724105.
Event booking terms of business.

These terms may have changed since you last viewed them. The Customer's attention is drawn to clause 11 – Limitation of Liability.

1. The booking form provides a summary of the services that the company has agreed to provide. The company shall only provide the services listed on the booking form.
2. We only accept bookings that we have checked. Any extra services must be added to the booking form and a new booking form produced to replace any previous booking form.
3. The Customer agrees to pay a non-refundable deposit to book the Event. The deposit may be paid in one or more instalments to a limit of £500. If the Customer cancels the booking the whole deposit is not refundable.
4. We may decide to reject a booking at our sole discretion. If we cancel a booking, we will inform the Customer as soon as possible and arrange a full refund to include any deposit.
5. We are not responsible for delays outside our control. If, for any reason, your booking is delayed by an event outside our control, we will contact you as soon as possible to let you know and do what we can to reduce the delay. If we do this, we will not compensate you for the delay, but if the delay is substantial, you can contact our customer service team to end the contract and arrange a refund of all monies paid less reasonable costs that we have incurred.
6. The deadline for changing your mind.
 - If you are cancelling your booking more than three months before the date of the event, you will be entitled to a full refund less the non-refundable deposit.
 - If you are cancelling your booking between three months and one month before the date of your event, you will be entitled to a refund of 50% of monies paid excluding the non-refundable deposit.
 - If you are cancelling less than one month before the date of the event, you will not be entitled to a refund.

We will pay any refund due, subject to the conditions above, within 14 days of cancellation. We do not charge any fees for refunds. To cancel your booking please email theloftplymouth@gmail.com.

7. We do not hold records of any personal data other than to produce the booking form.



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8. We can change your booking and we can change these terms of business.

- We can always change a booking to reflect changes in relevant laws and regulatory requirements or to make minor technical adjustments and improvements.
- We regularly review the price of the services we provide to reflect costs which are out of our control such as energy bills and any part of the services we do not set the price for. The price of services can be amended by providing you with prior notice. If we give you notice of a price increase, you will then have 14 days to give us notice if you wish to cancel your booking before the price change takes effect. If you cancel in these circumstances, you will receive a full refund of all monies paid including your deposit.

9. What we ask from you during the event:

- We ask that you and your guests act in a proper and cooperative manner towards our staff. We reserve the right to refuse access to or revoke access to our premises for any guest who is rude, hostile, uncooperative or who otherwise acts in a way that we deem, at our sole discretion, to be unreasonable.
- We ask that you and your guests do not use confetti, confetti balloons, beads, glitter or party poppers in our venue.
- We ask that you and your guests do not bring your own alcohol to the event. The supply of alcohol is a licensable activity, and this is not legal.
- We ask that you and your guests do not attempt to purchase alcohol for supply to underage guests. If we believe that this is happening, at our sole discretion, we will ask the underage guests and the adults purchasing the alcohol to leave.
- The consumption of illegal substances and the performance of illegal acts such as the supply of illegal substances is strictly prohibited on the premises. By entering a contract for your booking, you are warranting that you and your guests will not allow any such activity to occur on our premises. Any right of access granted over our premises to any individual is automatically and immediately revoked upon that person bringing any illegal or controlled substance onto our premises. This rule applies to both customers and guests, and we reserve the right to cancel a booking without offering a refund if we have reasonable grounds to suspect that there may be the consumption, dealing or other use of illegal substances or drugs on our premises.
- You may be asked by staff to take responsibility for the behaviour of guests who are in breach of these conditions.



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10. We can end our contract with you:

- If you do not make payments to us when due, or within seven days of being reminded that a payment is due;
- If you do not, within a reasonable time of asking for it, provide us with the information and cooperation to facilitate your booking; and
- If you are in breach of any of the key terms on your booking form.

11. Limitation of liability:

- (a) The Company has obtained insurance cover in respect of certain aspects its own legal liability for individual claims not exceeding £2,000,000.00 per claim. The limits and exclusions in this clause reflect the insurance cover the Company has been able to arrange, and the Customer is responsible for making its own arrangements for the insurance of any excess liability.
- (b) References to liability in 11(a) include every kind of liability arising under or in connection with this agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- (c) Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- (d) Nothing in 11(a) shall limit the Customer's payment obligations under this agreement.
- (e) Nothing in this agreement limits any liability which cannot legally be limited, including liability for:
 - i. death or personal injury caused by negligence;
 - ii. fraud or fraudulent misrepresentation; and
 - iii. breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

Subject to clause 11(c) (*no limitations in respect of deliberate default*) and clause 11(e) (*liabilities which cannot legally be limited*), the Company's total liability to the Customer shall not exceed £2,000,000.00.



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12. If you think there is something wrong with your booking you must contact our customer service team. You have several options for resolving disputes:
- Our customer service team will do their best to resolve any problems.
 - Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not satisfied with the outcome, you can still go to court.
 - These terms are governed by English law and wherever you live you can bring claims against us in English courts. If you live in Wales, Scotland, or Northern Ireland, you can bring claims against us in the courts in the country you live in. We can claim against you in the courts in the country you live in.
13. If there is something wrong with the services that we supply to you, the Consumer Rights Act 2015 says:
- You can ask us to repeat or fix a service if it is not carried out with reasonable care and skill or get some money back if we cannot fix it;
 - If a price has not been agreed up front what you are asked to pay must be reasonable; and
 - If a time has not been agreed up front it must be carried out in a reasonable time.
14. Nobody else has any rights under this contract. This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.
15. If a court invalidates some of this contract, the rest of it will still apply.
16. If we delay in enforcing this contract, we can still enforce it later. We may not immediately chase you for not doing something such as making a payment or for doing something you are not allowed to, but that does not mean we cannot do it later.