

The London Barge Company Terms and Conditions

The London Barge Company Ltd
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Bank Account Details for Payments and Deposit:

The London Barge Company Ltd
Account Number: 93516147
Sort Code: 60-83-71

Definitions

In these Terms and Conditions “The London Barge Company” means The London Barge Company Limited and “the Client” means the person or company booking the event.

“**Area Location**” is a location referenced by its nearest tube, train or district light railway station. For example “Haggerston,” “Hackney Wick,” “Mile End,” or “Limehouse.”

“**The Booking**” means an event scheduled between The London Barge Company and the Client which creates a contractual relationship between The London Barge Company and the Client which occurs after 1) a Quotation has been sent to the Client, 2) the Client has agreed to the Quotation and 3) the deposit had been paid by the Client to The London Barge Company.

“**Exact Location**” means the location of the Premises, signalled or communicated by way of a drop pin and/or postcode by The London Barge Company to the Client.

“**The Premises**” means the barge Xenia which hosts all events pertaining to the Booking.

“**Quotation**” is the amount The London Barge Company communicates verbally or in written form to the Client which reflects the total cost of the Booking.

“**Risk Factors**” are risks to personal safety which are associated with events held on a boat. At the Premises the Risk Factors include: the gap between the towpath and the Premises which guests step over when entering and exiting the Premises, the canals, rivers and waterways surrounding the Premises and the Premises’ entrance and exit point which is a low-hanging hatch.

Terms and Conditions

BOOKING

A verbal, written or e-mail confirmation from the Client is required in order to proceed with the Booking. Confirmation of any event will be taken as acceptance both of the Quotation and of The London Barge Company Terms and Conditions.

CANCELLATION

If a Booking is cancelled by the Client after the Client has confirmed the Booking and the deposit has been paid, the Client will not be refunded any of the deposit money. If the Quotation for the Booking included a minimum number of guests and the Client is unable to meet this number for the Booking, The London Barge Company reserves the right to cancel the Booking at any time and keep the deposit monies.

CANCELLATION/POSTPONEMENT DUE TO COVID-19

The Client's deposit is non-refundable, but The London Barge Company will use it towards the Client's postponed event, to a date within a year for the current one. This will also ensure that the cost of the Client's quote will not be inflated due to change in costs for anything that The London Barge Company supplies, unless they are changed due mitigating circumstances, eg change in the Law. The change in date can be only as and where The London Barge Company has availability.

CAPACITY

The maximum capacity for guests on the barge is: 30 people for standing events such as drinks receptions, parties, buffets, 22 people for sit down dinner parties, and supper clubs and 27 for life drawing classes. The Client can request a number of guests marginally greater than the maximum capacity (e.g. 33 people for a standing event). The London Barge Company will review such requests on a case by case basis, reserving the right to reject proposals for numbers greater than the maximum capacity. Agreement for more than the maximum capacity of guests will be deemed so only if it is in writing and has not been retracted by The London Barge Company. If a Booking exceeds the maximum capacity for guests or the number agreed in writing by The London Barge Company, then The London Barge Company reserves the right to cancel the event with no notice.

CLOAKROOM FACILITIES

Storage facilities can be provided at the Clients' request however The London Barge Company does not accept responsibility for guest's possessions. These are left at the owner's own risk.

COMPLAINTS

Any complaint must be made verbally within 24 hours of the event concerned, and followed in writing to The London Barge Company address not more than 7 days from the date of the event concerned.

DEPOSIT

A deposit of 50% of the total quotation is required to secure the Booking. If the Client fails to pay the deposit on or before the date requested, The London Barge Company shall be entitled to cancel the Booking.

EARLY OR AFTERS ACCESS

If the Client requires early access to the The Premises before the event starts or after the event has finished (for the purpose of “setting up,” dropping off stock, materials, decorations or taking down and picking any of these up after an event) then the Client is required to pay £100 an hour (or equivalent) for the time, services and personnel this will require.

FINAL NUMBERS

Invoices are based on the final numbers confirmed no later than 7 working days prior to the function, or on the numbers actually catered for, should this be higher. Should the numbers decrease within 7 working days the higher, original figure will be charged for. Should the numbers rise during this time, we reserve the right to charge a re-booking charge. This fee will be calculated on a 15% charge on all costs relating to the increase, i.e. staff, food, drinks and equipment. This is to take into account additional ordering and kitchen time and any penalties levied by our subcontractors.

FOOD

The London Barge Company cannot be held responsible for the safety of any food supplied directly by the Client. Where a client has supplied any food, this must be collected within 48 hours of the event, after this time they will be disposed of.

FORCE MAJEURE

No liability is accepted by The London Barge Company for failure of performance due to acts of God; flood, fire, earthquake or explosion; war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; government order or law; actions, embargoes or blockades in effect; action by any governmental authority; national or regional emergency; strikes, labour stoppages or slowdowns or other industrial disturbances; shortage of adequate medical supplies and equipment; shortage of power or transportation facilities; and other similar events beyond the reasonable control of The London Barge Company.

INVOICE AND PAYMENT

The final invoice will be sent to the Client 14 days before the event. All fees are payable within 7 days of the date of issue. Payment may be made by direct bank account transfer to The London Barge Company's bank account. The London Barge Company reserves the right to cancel the event if the final invoice is not paid within 7 working days of the date of issue and the Client will not be refunded the deposit.

LOSS OR DAMAGE

Except in the case of the negligent or wilful conduct of The London Barge Company, its employees or agents, The London Barge Company accepts no liability for any loss caused by The London Barge Company's failure to perform its obligations. The Client is responsible for any loss or damage to hired equipment, from the time of delivery until collection by The London Barge Company, or its subcontractor, or return by the Client. If the hire is kept at the Client's venue past the set timings of the event the Client is wholly responsible. The Client will be responsible for any loss or damage caused by the Client's representatives or guests to property owned or hired by The London Barge Company, provided that the Client shall not be liable (as the case may be) for any loss or damage insofar as such loss or damage is caused or contributed to by any wilful act, default of negligence by or on the part of The London Barge Company.

LOCATION

The London Barge Company operates on a continuous cruising license which means the Premises move location every six weeks. The London Barge Company is based in East London for the majority of the year. The London Barge Company can let the Client know the Area Location the boat will be located in up to 4 months before the event, but reserves the right to make small amendments to the Area Location up to 6 weeks before the Booking. The London Barge Company can let the Client know the Exact Location of the boat between 0-6 weeks before the date of the Booking but reserve the right to make small amendments to the Exact Location of the event. The London Barge Company will use best and reasonable endeavours to give the Client the most accurate Area Location and Exact Location within a time frame which is reasonable to the Client.

MENU CONFIRMATION

The final chosen menu for supper clubs, dinner parties and other sit down meals is to be given 10 full working days prior to the date of the event. We reserve the right to select an appropriate menu on behalf of the Client if we have not received the Client's choice by that date.

MENU PRICES AND NUMBERS

Menu prices for supper clubs, dinner parties and other sit down meals quoted by The London Barge Company are prepared on the basis of specific numbers of guests; and are subject to a minimum number of guests. The minimum number of guests will be provided to the Client as part of the Quotation. All prices are based on costs prevailing at the time of the quotation and are conditional upon market availability. Prices are subject to variation in the event of changes to numbers of guests. Confirmation of final numbers must be given no later than 7 working days prior to the event, after which time any decrease in numbers cannot be accepted and the full charge will be made. The London Barge Company will notify the Client promptly of any price changes or variations to the quotation.

MODERN SLAVERY

The London Barge Company and its Clients must comply with all modern slavery laws and regulations relevant to their jurisdiction (including local, domestic or international laws regarding labour, health, safety and the environment) and including, but not limited to the Modern Slavery Act 2018 (Cth) (Australia) and the Modern Slavery Act 2015 (United

Kingdom), California Transparency in Supply Chains Act 2010 (United States) including compliance with any reporting requirements.

PERSONAL INJURY

The London Barge Company and The London Barge Company's agents and employees shall not be liable whatsoever, except for in the case of negligence, to any extent to the Client or Client's invitees, guests, family, employees, agents or servants for any personal injury or death arising from the Client's use of the Premises. The Client acknowledges that the Premises are a unique space and that there are Risk Factors associated with events held on a barge. The London Barge Company will use best and reasonable endeavours to mitigate the risk posed by the Risk Factors. The Client will notify guests, agents, and employees attending the Premises of the Risk Factors before the Booking to help mitigate risk of personal injury.

PROPERTY

The London Barge Company shall not be held liable for loss, theft or damage to any of the Client's or the Client's guests' property during the Booking unless such loss, theft or damage is as a result of any wilful act or neglect of The London Barge Company.

QUOTATIONS

Quotations are valid for two months from the date the Quotation is given to the Client, unless withdrawn by written notice by The London Barge Company prior to the Client's acceptance of it in writing. All Quotations contain fixed costs which will not be reduced if the final number of guests is less than originally quoted for.

RATES

For dry hires The London Barge Company hourly rate is £100 per hour. This rate allows the Client to bring food and alcohol on board the Premises and does not include use of The London Barge Company crockery, cutlery, kitchen appliances and other utensils. This rate does include use of The London Barge Company dining tables and chairs.

If the Client wishes to book the Premises out with access to the Premises licensed alcohol bar, the hourly rate of renting the Premises is £60 per hour. In this circumstance the Client is not permitted to bring food, drinks or alcohol on board, unless this has been explicitly agreed by The London Barge Company in writing before the date of the Booking. If the Client books the Premises out with access to the Premises bar and a member of The London Barge Company finds a guest of the Clients' drinking alcohol which they have brought onto the Premises, The London Barge Company reserves the right to cancel the Booking with immediate effect.

The London Barge Company reserves the right to amend or change these hourly rates. The London Barge Company also offers a range of other packages, the rates of which are not reflected in these Terms and Conditions.

SITE VIEWINGS

If the Client wants to conduct a site viewing of the Premises before the event then this must to be agreed between the Client and The London Barge Company before the Booking has been made, along with the date, time and location of the viewing. The London Barge Company will not allow the Client access to the Premises for a site viewing until the Client has paid the deposit in full. If the Client wants to arrange a site viewing of the Premises after the Booking has been made then The London Barge Company will attempt to accommodate the Client but reserves the right to refuse such a request subject to availability.

SPECIAL DIETARY REQUIREMENTS

A full list of special dietary requirements must be provided 5 full working days prior to the date of the event if food is being provided by The London Barge Company. We will endeavour to provide alternatives for any additional special diets notified to us after this time but reserve the right to charge a supplement for additional preparation time and duplicate covers. Please note, while every effort is made to prepare food in a suitable environment, we do not run an allergen free kitchen, and therefore traces of nuts and other allergens may be found in our products.

SUSTAINABILITY POLICY STATEMENT

It is The London Barge Company's policy to seek continual improvement throughout our business operations to lessen our impact on the local and global environment by conserving energy, water and other natural resources; reducing waste generation; recycling and; reducing our use of toxic materials.