

## 1 Terms and Conditions

- 1.1 The Booking agreement between you, the Customer and us Ceviche Soho, shall comprise of the Confirmation Email and these Terms and Conditions. All bookings are subject to these Terms and Conditions to the exclusion of all others.
- 1.2 Bookings will only be regarded as confirmed upon receipt of signed and completed Terms and Conditions and payment of the agreed Deposit, (if applicable)
- 1.3 When Terms and Conditions have not been received by the agreed date as signed, Ceviche Soho reserves the right to automatically release the booking.

## 2 Deposits, pre-payments, settlement of accounts, final numbers and cancellations by the customer

Bookings of 8-16 people	Bookings taking place between 1st January to 20th November (every year) inclusive	Bookings taking place between 21st November and 31st December (every year) inclusive
Requirements to confirm your booking	Credit Card details only	Credit Card details only
cancellation fee	£15 per person	15 per person
latest cancellation time before booking date	3 days before booking date	7 days before booking date
Confirmation of final numbers of attendees, menu choices and special dietary requirements	3 days before booking date	7 days before booking date
Bookings of 17 people or more	Bookings taking place between 1st January to 20th November (every year) inclusive	Bookings taking place between 21st November and 31st December (every year) inclusive
Requirements to confirm your booking	40% deposit of your pre-order or minimum spend (whichever is greater)	40% deposit of your pre-order or minimum spend (whichever is greater)
cancellation fee	Deposit	Deposit
latest cancellation time before booking date	3 days before booking date	7 days before booking date
Confirmation of final numbers of attendees, menu choices and special dietary requirements	3 days before booking date	7 days before booking date
In the case of exclusive use of the 1st floor restaurant or whole venue	Bookings taking place between 1st January to 20th November (every year) inclusive	Bookings taking place between 21st November and 31st December (every year) inclusive
Requirements to confirm your booking	40% deposit of your pre-order or minimum spend (whichever is greater)	50% deposit of your pre-order or minimum spend (whichever is greater)
cancellation fee	deposit	Deposit
latest cancellation time before booking date	3 weeks before booking date	5 weeks before booking date
Confirmation of final numbers of attendees, menu choices and special dietary requirements	7 days before booking date	7 days before booking date

- 2.1 We are not able to offer credit facilities. All additional purchases must be paid for on the day of the Event.
- 2.2 Any account queries must be submitted in writing within 7 days after the event.
- 2.3 If the final number of covers is less than the agreed minimum number of covers stated on the Terms and Conditions, we reserve the right to levy charges if the number of covers covers is less than the agreed minimum numbers.

2.4 Under no circumstances may food or beverage be brought into the Restaurant, unless by prior agreement with the Management. We reserve the right to impose a 'corkage' charge, which will be agreed with you in advance

## 3 Cancellation by Ceviche Soho

Ceviche Soho may cancel a booking without any liability being incurred whatsoever if: - Ceviche Soho is closed down due to events and circumstances beyond its control such as fire, water leakage, war, epidemic, strikes, lockout

and industrial disputes, civil commotion, earthquakes, act of God or other reason or by order of the public authority.

#### 4 Prices

- 4.1 Where a Minimum Spend has been agreed in the Confirmation Email, you shall pay the greater of this amount or the actual spend incurred by guests at your Event. Where a deposit has been taken, this shall be deducted from the Minimum Spend or the Actual Spend (whichever is greater), with the difference to be paid by You, in full, on the night, unless otherwise agreed in advance in writing.
- 4.2 We reserve the right to make a charge for Events that run outside the Event Times.
- 4.3 All prices are subject to VAT at the current rate. A discretionary service charge may be added to your bill on the day of the event. Any such service charge is not included in the minimum spend.

#### 5 Other services

- 5.1 Your contractors and sub-contractors may not enter, and shall not make any alterations to, the Restaurant without prior approval from your Events Manager. Nothing may be fixed to walls, ceilings, floor or pillars of any room by nails, screws, drawing pins, tape or other means without prior written approval. You shall indemnify us against any costs or damages incurred through the use of equipment by you or your contractors at the Restaurant.

#### 6 Loss or damage

- 6.1 Any damage to, or theft of, property at the Restaurant (including, but not limited to, music equipment, furniture, fixtures and fittings and any other property of the Restaurant) caused by you or your guests will be charged to you at full replacement cost.

#### 7 Conduct

- 7.1 You undertake to comply (and to ensure that your guests comply) with all applicable laws, licences, regulations and policies in force at the Restaurant from time to time, including, but not limited to, ensuring that no fire exits and routes are obstructed at any time.
- 7.2 You may not use the Restaurant for any activities which are illegal, immoral, offensive or dangerous or which may become a nuisance to the owners or occupiers of any neighbouring properties.
- 7.3 We reserve the right to eject from, or refuse admission to, the Restaurant any visitor or guest deemed in the reasonable opinion of our staff or security personnel to be intoxicated, unruly, threatening, violent or dangerous. We will not in any circumstances permit the number of guests to exceed the capacity of the Restaurant.
- 7.4 The Customer agrees to recognise the Health & Safety at Work Act 1974 whilst on the premises.

#### 8 Entire agreement

- 8.1 This agreement is between the Customer and Ceviche Soho and any variation of the agreement without authorisation by Ceviche Soho will make the contract void.
- 8.2 If the name of the client and the name of the person responsible for payment are different from the person, firm or company making the reservation, the Restaurant should be notified at the time of booking.
- 8.3 These Terms and Conditions shall be governed by, and construed in all respects in accordance with, English law.
- 8.4 All cancellations must be made in writing