

BOOKING TERMS AND CONDITIONS

1. MAKING A BOOKING

- 1.1. These Terms (the **Terms**) apply when you (referred to in these Terms as **you, your** and the **Lead Booker**), make a Booking with the Operator, (also referred to in these Terms as **us** or **we** or **our**) at one of our Venues. Some of the words or phrases used in these Terms have specific meanings which are set out in detail in Clause 7.
- 1.2. A Booking is only complete, and any change to an existing Booking is only accepted by us, when the Booking or change is confirmed by us in an e-mail to you (the **Booking Confirmation Email**).
- 1.3. At that stage the contract, based on these Terms comes into place between you and us. The price of your Booking will be that indicated on the Booking page on our website when you placed your enquiry and will be confirmed in the Booking Confirmation Email.
- 1.4. In respect of Short Notice Bookings, you may be required to pay the Total Price before we issue our Booking Confirmation Email to you and the Booking becomes binding on us. If you cancel any Short Notice Booking, then all sums paid in respect of that Booking will be non-refundable.
- 1.5. Access to the Venue is subject to our admission policy. We reserve the right to refuse admission to the Venue if you or any of your guests do not comply with that policy.
- 1.6. It is a condition of each Booking that the Lead Booker is aged at least 18 as at the date of the Event and that, by no later than that date, you prove this by showing us a valid passport, driving licence or PASS card.

2. DEPOSIT AND BALANCE PAYMENTS

- 2.1. Deposits are non-refundable unless:
 - 2.1.1. the Booking is terminated because an Event Beyond Our Reasonable Control has prevented, hindered or delayed our ability to perform the Booking; or
 - 2.1.2. you reschedule the Booking prior to the Cancellation Window Deadline and in accordance with clause 3.
- 2.2. The time for paying the Balance in respect of your Booking will be included in the Booking Confirmation Email. If you do not pay the Balance by the required date, you may lose your Deposit and we reserve the right to terminate the contract and forfeit the Deposit.
- 2.3. Any refund will be processed using the original method of payment and may take three to five working days to process. Any request for a refund of a Deposit in circumstances will only be dealt with by, and will be decided solely at the discretion of, the Revolution Bars Group Central Sales Team. The management at the Venue cannot approve refunds.

3. CHANGES, CANCELLATIONS AND RESCHEDULING BY YOU.

- 3.1. You can request changes to your Booking (including cancellation, rescheduling or reasonable amendments to the number of people on your Booking) before the Cancellation Window Deadline. You can do this across most booking types at any time via our Booking Management Platform or by contacting us via email or telephone or using the details provided in your Booking Confirmation Email. Any change to a Booking is subject to availability and we will only agree to any change to a Booking if we can accommodate it. If you wish to change a Booking, please notify us as soon as possible. If we cannot accommodate your requested change, depending on how close it is to the date of the event, you may be able to reschedule it. If you cancel a Booking prior to the Cancellation Window Deadline, then either:
 - 3.1.1. the Deposit is forfeit and the contract is terminated with immediate effect; or
 - 3.1.2. if you reschedule to a later date, but within three months of the original Booking date, the Deposit can be held against that rescheduled Booking. This rescheduling can only occur once.
- 3.2. If you cancel a Booking after the Cancellation Window Deadline, the Deposit is forfeit at the time of cancellation but any additional amounts paid in respect of that original Booking can be used against a rescheduled Booking provided that rescheduled Booking takes place within three months of the date of the original Booking.
- 3.3. If any further payments to us are required as a result of any change to, or rescheduling of, your Booking, we reserve the right to withhold confirmation of your requested changes until such payments have been

received in full or we have carried out a successful pre-authorisation check in respect of the credit/debit card provided.

- 3.4. If we agree to you rescheduling your Booking, you may only reschedule such Booking once. If you have rescheduled your Booking once and cannot attend the rescheduled Booking then we will treat the Booking as cancelled.

4. CHANGES WE MAY HAVE TO MAKE

- 4.1. We will contact you as far in advance as reasonably possible to advise any changes we need to make to your Booking or event. Reasons for changes may include (but shall not be limited to) new, or changes in, laws, rules or regulations or guidance that require us to amend our operating procedures; updated food or drinks menus; your original menu selections no longer being available; any products you have pre-ordered are unavailable or out of stock with our suppliers will always do our best to find suitable alternatives for you; or our Venue or any part of it being damaged or dangerous or unavailable as a result of any of the Events Beyond Our Reasonable Control.
- 4.2. Events Beyond Our Reasonable Control include (but are not limited to):
- 4.2.1. Acts of God and severe weather events, e.g. flood, drought, earthquake, natural disaster, significant adverse weather conditions;
 - 4.2.2. Terrorist attack, civil war, riots, war, armed conflict or threats of any such things;
 - 4.2.3. Epidemic or pandemic or a similar health threat, whether national, regional or local to the Venue;
 - 4.2.4. A Government Imposed Restriction or any new law, rule, regulation or guidance of, or any action taken by, the UK Government, the Welsh Government, the Scottish Government or the Northern Ireland Assembly or a public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
 - 4.2.5. Collapse of building, fire, explosion or any accident damaging our building, a neighbouring building, or a building in the vicinity, as a result of which our Venue premises are deemed unsafe;
 - 4.2.6. Issues with suppliers that means we are unable to supply the products we agreed to supply;
 - 4.2.7. Power cut or the failure of any of our utility services.
- 4.3. If any of the Events Beyond Our Reasonable Control apply and we need to make changes to your Booking, we will contact you as soon as reasonably possible. We can cancel your Booking and offer you a full refund or we can postpone your Booking for up to 42 days after the original date of your event or up to 42 days after the Event Beyond Our Reasonable Control has ceased. If your Booking is amended, we will issue a revised Booking Confirmation Email to confirm the relevant changes.

5. OUR RESPONSIBILITIES TO YOU

- 5.1. We are only responsible for loss or damage you suffer that would have been reasonably foreseeable as a result of any failure on our part to use reasonable care and skill. We are not responsible for any loss or damage that was not reasonably foreseeable. Loss or damage is reasonably foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.
- 5.2. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to the products/services.

6. GENERAL TERMS

- 6.1. The contract between you and the Operator will be formed between you and the Operator of the Venue at which your Booking has been made and no other entity within the Revolution Bars group shall be responsible in respect of such contract. No variation of these Terms shall be effective unless it is confirmed in writing to you by the Operator.
- 6.2. We may transfer our rights and obligations under this contract to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. You may only transfer your rights or your obligations under this contract to another person if we agree to this in writing. This contract is between you and us. No other person shall have any rights to

enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these Terms.

- 6.3. Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
- 6.4. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide our products/services, we can still require you to make the payment at a later date.
- 6.5. These Terms are governed by the law of England and Wales and you can bring legal proceedings arising out of or in connection with your Booking or these Terms in the English or Welsh courts. If you are a consumer and live in Scotland you can bring legal proceedings arising out of or in connection with your Booking or these Terms in either the Scottish or the English courts. If you are a consumer and live in Northern Ireland you can bring legal proceedings arising out of or in connection with your Booking or these Terms in either the Northern Irish or the English courts.

7. DEFINITIONS

In these Terms, the following words and phrases have the following meanings unless the context in which they appear otherwise requires:

- **Balance:** The balance of the Total Price remaining to be paid in respect of a Booking, after deducting any Deposit or other monies already received by us in respect of the Booking. The Balance is payable by no later than the Cancellation Window Deadline.
- **Booking** A reservation at one of our Venues for the provision of an event which has been confirmed by us in accordance these Terms. The term **Booked** shall be construed accordingly.
- **Booking Management Platform:** The website on which you are able to make a Booking directly or review and make changes to elements of your Booking. Links to our websites are given below:
 - <https://book.revolution-bars.co.uk/login>
 - <https://book.revoluciondecuba.com/login>
 - <https://playhouse-bars.com/book>
 - <https://foundersandco.uk/booking>
- **Cancellation Window Deadline:** The date up to which you may cancel the event without a cancellation fee becoming payable. The Cancellation Window Deadline for your Booking will depend upon the type of event you have Booked. All Cancellation Window Deadlines are set out in Clause 8 of these Terms.
- **Deposit:** a payment made at the time of your Booking, in order to secure your Booking.
- **Government Imposed Restrictions:** Any law, rule or regulation implemented by the UK Government, the Welsh Government, the Scottish Government or the Northern Ireland Assembly that is in force from time to time. Government Imposed Restrictions do not include guidance issued by any such government that is not legally binding.
- **Operator:** The entity that operates the Venue in respect of which you have made a Booking. The Operator for the purpose of your contract will depend upon the Venue at which you have made the Booking and will be one of Revolution Bars Limited (company number 08838980), Revolution Bars (Number Two) Limited (company number 12376188) or Revolucion de Cuba Limited (company number 08838595), all of which have their registered office addresses at 21 Old Street, Ashton-Under-Lyne, Tameside, OL6 6LA.
- **Short Notice Booking:** Any Booking or event for which the relevant latest Cancellation Window Deadline has already.
- **Venue:** Revolution, Revolucion de Cuba, Eventos De Cuba, Founders & Co., PlayHouse or online masterclass where your event will be held, as specified in your Booking Confirmation Email.
- **Total Price:** The total amount payable for the Booking, as stated on our most recent Booking Confirmation Email.

8. CANCELLATION WINDOW DEADLINES

The following table sets out the deadlines for either (i) payment of the final Balance or (ii)

the Cancellation Window Deadline, prior to which Deposits are 'moveable' as per clause 3.1.1 and 3.1.2 and any additional balance paid (other than the Deposit) is refundable.

Both (i) and (ii) are specified by Booking type which will be shown in the Booking Confirmation Email.. The reference to number of days “out” means the number of days prior to the date of the event in question.

Booking type	Final Balance Due Date	Cancellation Window
Private hire	28 days out	28 days out
Corporate event	28 days out	28 days out
Christmas	28 days out	28 days out
Christmas dining	28 days out	28 days out
Birthday	14 days out	14 days out
Big night out/booth	3 days out	3 days out
Drinks table	3 days out	3 days out
Hen do	14 days out	14 days out
Brunch	N/A	3 days out
Cocktail masterclass	14 days out	14 days out
Stag do	3 days out	3 days out
Afternoon tea	3 days out	3 days out
Kids party (Playhouse only)	14 days out	14 days out
Large booking enquiry (Playhouse only)	28 days out	28 days out
Food & Drinks Table	3 days out	3 days out
At table masterclass	14 days out	14 days out
Shuffleboard	3 days out	3 days out
Beer pong (Playhouse only)	3 days out	3 days out
NYE	7 days out	7 days out
Corporate sales direct	28 days out	28 days out
Bookings with no pre-booked value	N/A	2 hours