



## **The Royal Air Force Club**

128 Piccadilly  
London, W1J 7PY

### **Trading Company Terms and Conditions**

1. 'RAFCTC' shall mean the Royal Air Force Club Trading Company.
2. The 'Club' shall mean the Royal Air Force Club, 128 Piccadilly, London, W1J 7PY
3. The 'Venue' shall mean one or more parts of the Royal Air Force Club as are specified on the Contract.
4. 'You' shall mean the organiser.
5. The property is owned by the Royal Air Force Club whose registered office is 128 Piccadilly, London, W1J 7PY
6. 'We' shall mean either the Royal Air Force Club or the Club's designated representative.
7. 'Events' shall mean the event for which any use of the Club is permitted under the terms and conditions of the Contract.
8. 'Period of hire' shall mean the duration of use of the Club as specified in the Contract.
9. The 'Contract' means the contract between the Club and the organiser or member for a specific booking or series of bookings.
10. These terms and conditions will form part of the contract, together with any other terms stated in the Contract.

### **BOOKING**

11. Confirmation for an event booking will only be accepted upon receipt of a signed and completed Contract.
12. The Contract confirms your commitment to hire the venue, and the number of people expected to attend. The final details of your event, including catering requirements, room layout etc. must be advised in writing to the Club not less than 4 weeks prior to the date of the event.
13. The Club reserves the right to release the booking and re-let the facilities if the signed Contract is not returned within this period. The Club reserves the right to move the Event to a different room if numbers should significantly increase or decrease or to meet other requirements of the Club

14. We reserve the right at all times and without liability to cancel your booking if it is apparent that the event is of a type different from that stated in the Contract. Under such circumstances, you would still be liable for the relevant cancellation charges or costs incurred by the Club.

#### **CANCELLATION BY YOU**

15. The organiser is liable to pay the charges indicated below should they decide to cancel or postpone the booking.

If the cancellation is received less than:

- 6 weeks prior to the event - 25% of the estimated food cost will be payable.
- 4 weeks prior to the event - 50% of the estimated food cost will be payable.
- Less than 2 weeks prior to the event - 100% of the estimated food cost of the will be payable.

16. Postponement of any event is subject to the terms of cancellation. However where the Club has not incurred costs or loss of income and the room is re-sold then no charge will be made. If the cancellation is between 6 weeks and 12 weeks prior to the event and the room can not be re-sold then the full room hire charge will be made. Negotiation on the rearrangement of the booking can be made at the discretion of the Club.

17. All cancellations must be notified to the Club in writing by the organiser. The date of cancellation will be determined as the date that written confirmation is received by the Club.

#### **CANCELLATION BY US**

18. We may cancel your booking at any time with immediate effect, and without any liability to you, if circumstances or events outside our reasonable control prevent, delay or substantially affect our ability to fulfil our responsibilities within the agreement. Should the Club for reasons beyond its control, need to make any amendments to your booking, we reserve the right of your agents to offer an alternative choice of services or facilities, for which the Club will incur no liability or charges.

19. Circumstances or events outside our control include (without limitations):

Acts of God, Fire, Power Failures, Structural or Emergency Damage, Building Work, Refusals to Grant Licenses, Pandemics, Strikes, Lock-out or Industrial Action (whether involving our employees or a third party), the need to use the club for a National Emergency, and our belief that the Club would not be fit for use at the time of the event, or any act of omission of yours, or your agents.

20. We may also cancel the Contract if, in the opinion of the Club, any of the following situations occur:-

- a) You have broken any of the terms of the Contract including the Venue terms and conditions.
- b) You have failed to supply cleared funds for any payments due at the times stipulated in the Contract.
- c) Circumstances occurred by holding the event gives rise to a risk of damage to the Club or its reputation.

21. If we cancel your booking in any of these circumstances, we will as far as is practical, give notice in writing to bring the Contract to an end immediately and we will refund any deposit paid by you unless the cancellation is related to acts as indicated in points 16,17 and 21 above. This shall be without prejudice to any claim (by either party) which may have already arisen under the Contract.

22. The Club reserves the right to cancel or change your booking if you, are in arrears of more than 30 days on outstanding previous payments to the Club, or if the Club becomes aware of any alteration in your financial situation.

## **CHARGES**

23. The charge for hire of the venue as stated on the contract may be subject to change under the Club's pricing policy.

24. A deposit equivalent to the room hire cost will be required in order to confirm the event, with full pre-payment required 2 weeks before the event. Any extras added on the day will be invoiced post event. All payments should be made in Pounds Sterling. Deposits must be made by credit card, full pre-payment can be made by credit card or BACs.

25. Where VAT is chargeable, it will be charged at the prevalent rate on the date of the event.

26. You will pay the costs of installation of any special equipment or fitting which may be required for the purpose of the event, and the cost of any additional staff required in connection with the operation thereof, the need for such installation having been agreed with the Club in advance.

27. If, at your request, we buy goods or services from a third party, we will charge you for all costs incurred by us, and will add a 20% handling charge. If you cancel for any reason, you must pay those costs and any handling charge in addition to any cancellation charges. Any damage to Club property made by a third party would be chargeable to the organiser or member.

28. Under the terms of the Contract, you agree to pay the full cost for restitution for any damage to any Equipment, Fixtures, Fittings, Building, Persons or the Reputation of the Club or any costs incurred, however caused by you, your guests, invitees or any other persons present on your behalf, attending or working in the Club.

29. A 10% service charge will be added to all final invoices.

29. A corkage charge will be made per bottle for any alcoholic (per 750ml bottle) or non-alcoholic drinks provided by the organiser

## **SETTLEMENT**

30. After the event (or upon it being cancelled), we will invoice you for any additional amount due, (including any damages incurred). You must pay this amount within 30 days of the invoice date. The invoice must be settled by credit card.

31. You, your guests or any third party must not bring into the Club any food, alcohol or any other refreshments unless by prior agreement.

32. Final numbers for catering must be advised to the Club in writing not less than 3 working days prior to the event. The final numbers charged will be the actual number supplied at the event, and

not less than the final number that had been advised 3 working days prior to the event. If any additional meals are provided on the day, they will be charged accordingly.

33. The Club's licensee or nominated representative reserve the right, at any time or for any reason, to close down or to withdraw the supply of alcohol and associated beverages.

### **CLUB RULES**

34. The Club rules can be found on the Club website: <https://www.rafclub.org.uk/dress-code-club-rules>. It is the responsibility of the organiser to advise guests of any relevant information in advance of the event.

### **GENERAL CONDUCT**

35. The organiser must ensure that all attendees of the function conduct themselves in an orderly manner without causing offence or nuisance in accordance with the directives and requirements of the Club management and in full compliance with the Club's Rules and Bye-Laws.

36. The organiser should not share any material online, or whilst at the Club in relation to the event which could harm the reputation of the Club.

37. Use of the Members' facilities (including bars) is not permitted without prior approval.

### **CHILDREN**

38. Children of all ages are welcome at the Royal Air Force Club. Children are the responsibility of the parent/guardian and must be under adult supervision at all times.

### **PETS**

39. No animals are permitted in the Club except for guide dogs.

### **ACCESSIBILITY**

40. The accessible entrance into the Club is accessible from 6 Old Park Lane, W1K 6QR.

The Conference & Events team must be informed of any guests using this entrance in advance of the function. Please note, the lift to the lower ground floor is only suitable for collapsible wheelchair users as it is too narrow for electronic wheelchairs. All other lifts in the building can accommodate all wheelchairs.

The accessible toilets are located on the ground floor and lower ground floor of the Club.

Signed by: .....

Printed name:.....

Date.....

