

Herm Island Private Functions Contract - Terms & Conditions

The White House Hotel / The Ship Inn / Mermaid Tavern / Shell Beach Café

- 1. The client agrees to the following payment terms and conditions
 - a. The quoted fee (not including extras on the day), is due on confirmation of booking. This is non refundable should the booking be cancelled by the client, or there is a reduction in guest numbers, and cannot be reallocated towards extra services.
 - b. Additional charges incurred, must be settled on the day, or within 24 hours after the event by prior agreement.
 - c. The agreed numbers are as stated up to five days prior to the function date and will be confirmed by email.
 - d. All prices are inclusive of any taxes
- 2. Final details including special requirements, dietary requirements, and day & evening guest numbers must be received SEVEN DAYS prior to the client's function.
- 3. Choice menu functions require a table plan and place cards with guests' choices on the reverse, which must be submitted 5 days before the function date.
- 4. Please note we cannot 100% guarantee that menu items are totally allergen free.
- 5. Due to our remote location wines must be ordered 14 DAYS in advance to allow for importation and delivery.
- 6. Herm Island beaches can be hired for private use for functions, drinks receptions, photographs, or BBQ's.
- 7. Children must be always accompanied by a responsible adult.
- 8. Access and use of The White House Hotel bar (Monk's Bar), lounges and swimming pool is only permitted for hotel guests.

- 9. All guests who are not staying on island must depart on the last boat. Any guests who miss this boat without prior booked accommodation in Herm will incur an emergency ferry charter fee of £500 payable at the time.
- 10. Herm Island Ltd shall not be liable for any items or perishable goods at any time.
- 11. The function will not proceed unless all payments are made as per the contract.
- 12. Herm Island Ltd strongly recommend that cancellation insurance is taken out as soon as the deposit is paid.
- 13. The client agrees to the following cancellation terms and conditions:
 - a. Notice of cancellation must be given in writing or by email
 - b. In the event of cancellation, all payments received are non-refundable.
 - c. If Herm Island Ltd is responsible for the cancellation of the function due to unforeseen circumstances that affect the delivery of its services, then all deposits paid are fully refundable. Such refunds do not apply where the cancellation is due to the client not making contracted payments, adverse weather conditions, ferry, or flight disruptions.
 - d. Herm Island Ltd reserves the right to cancel any function booking that appears likely to affect the reputation of Herm or associated businesses.
- 14. Any change of date must be confirmed in writing ONE MONTH prior to the original date booked. Deposits will be transferred to the new date. A £50 administration fee is chargeable for each change of date. Date changes after one calendar month of the original booked date will be considered a cancellation and terms will apply as per clause 13 above.
- 15. Herm Island Ltd reserves the right to refund a deposit in circumstances when a booking is made through a third party or under false pretences
- 16. Herm Island Ltd shall not be liable for any delay or failure in providing its services due to any force majeure or cause beyond its control, including fire, flood, industrial action, adverse weather conditions or similar. If you are unable to make these dates due to a global pandemic, Herm Island will transfer the booking, subject to availability and within one year of your original arrival date. The tariff may be adjusted if new dates are in a different season. There will be no further

transfer or refund in the case of any standard travel disruption. We advise you take out suitable travel insurance.

- 17. The client is liable and must reimburse the full costs of repairing any damage caused to Herm Island property, contents, grounds or island by or due to the neglect of any of its guests or sub-contractors. The client warrants to be liable for all costs incurred by Herm Island Ltd in defending any legal or enforcement action that results from the actions of the clients' guests.
- 18. Herm Island Ltd reserves the right to eject any persons who are considered to adversely affect its business, cause disturbance to neighbouring properties, affect the safety of staff or other guests, participate in any illegal or anti-social activity prior to, during or after the function.
- 19. Herm Island special constables reserve the right to search any person if they have reason to suspect that the person is carrying an item that is unlawful to possess.
- 20. The terms of this contract shall be subject to Guernsey Law. This contract and these terms and conditions constitute the entire agreement between the parties and supersede any earlier understandings or agreements, whether written or oral.

Client Signature	Print Client Name	Date
Signature	Name The White House Hotel The Mermaid Tavern The Ship Inn Shell Beach Café	Date