



## **Herm Island Private Functions Contract - Terms & Conditions**

### **The White House Hotel / The Ship Inn / Mermaid Tavern / Herm Beach Cafés**

You may not transfer any of your rights or obligations under this contract to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under the contract to another organisation, but this will not affect your rights under these terms.

#### **You, the Client, agree to the following terms and conditions:**

##### 1. Payment Terms:

- a. A deposit of 25% of 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. Full balance of the quoted fee (not including extras on the day), is due four weeks prior to the event date. 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.
  - c. The company reserves the right to request a preauthorisation charge on the Client's company credit card for incidental expenses incurred during the event such as bar tabs or damages. This amount will be confirmed by prior agreement and will vary according to the event. The preauthorisation charge will be released within seven days following the event, subject to the Client having met all costs for which they are liable under this contract.
  - d. Additional charges incurred, must be settled on the day, or within 24 hours after the event by prior agreement.
  - e. The final agreed numbers are as stated 10 working days prior to the function date and will be confirmed by the client by email. As per 1(b) there will be no reduction in charges if numbers have decreased from the agreed quantity when the full balance was paid. Any increase in the number of attendees will incur appropriate charges.
  - f. All prices are inclusive of any taxes.
2. Final details including special requirements, dietary requirements, must be received 10 working days prior to the function/event.

3. Where a Client's guests are required to make menu choices the client must forward, by email, a table plan and place cards with guests' choices on the reverse, which must be submitted 10 working days prior to the function/event.
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. It is not Herm's policy to permit corkage or outside catering and all food and beverage must be provided by the venue.
7. Where your function/event requires overnight accommodation chargebacks to the rooms will not be permitted unless a preauthorisation on a company credit card is taken. Any food & beverage charged back to rooms will need to be paid on check-out. Accommodation reservations will be subject to our standard terms & conditions.
8. Unless agreed as part of the event, exclusivity is not guaranteed. A charge may be made for exclusive use of the function/event area. Herm Island beaches (Hotel, Shell Belvoir) can be hired for functions, drinks receptions, photographs, or BBQ's, but will remain open to the public.
9. Drone photography may only be carried out with permission from Herm Island Ltd and following official safe operating requirements and guidance from Guernsey Ports. [Please see here](#)
10. Children must be always accompanied by a responsible adult.
11. Access and use of The White House Hotel bar (Monk's Bar), lounges, swimming pool and gardens is only permitted for hotel guests.
12. 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.
13. Herm Island Ltd shall not be liable for any items or perishable goods at any time.
14. The function will not proceed unless all payments are made as per the contract.
15. Herm Island Ltd strongly recommend that cancellation insurance, to cover all possibilities including weather related disruption, is taken out as soon as the deposit is paid.

16. 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.
17. 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.
18. Herm Island Ltd reserves the right to refund a deposit in circumstances when a booking is made through a third party or under false pretenses.
19. 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.
20. 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 Client and / or the Client's guests.
21. 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.
22. 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.

23. Complaint process: Should you feel that any aspect of your private function was not to the standard agreed please email **events@herm.com**

24. The terms of this contract shall be subject to Guernsey law, except if the party contracting with Herm is resident in the UK, in which case the contract will be subject to UK law.

25. 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 <b>The White House Hotel</b> <b>The Mermaid Tavern</b> <b>The Ship Inn</b> <b>Herm Beach Cafés</b>	Date