

Private & Semi-Private Bookings T&C's



## WHITE RESTAURANT PRIVATE & SEMI-PRIVATE BOOKINGS T&C'S

The Terms and Conditions (the "Terms") set out below apply to your booking and form part of the contract between you and White Restaurant Limited (the "Restaurant").

## 01 Confirmation of booking

**1.1** Bookings will only be regarded as confirmed upon the Restaurant's receipt of; signed Terms, a deposit (if applicable).

**1.2** Any changes to booking details must be made in writing and will be of no effect unless acknowledged in writing by the Restaurant.

**1.3** In the event that the Terms are signed in the name of a company, partnership, agency, firm, club, or similar society, the person signing represents to the Restaurant that they have full authority to sign the Terms. In the event that they are not so authorised, they will be personally liable for the complete performance of the contract with the Restaurant.

### 02 Minimum spends, deposit, and bill settlement

**2.1** The minimum spend for this booking is agreed at the time of booking. This amount includes VAT at the prevailing rate but excludes discretionary service charges. You shall be required to pay a deposit immediately following the signature of the Terms to secure the booking.

**2.3** The Restaurant requires the deposit and any further payments that may be agreed between you and the Restaurant at the time the booking is made to be cleared funds to confirm the booking.

**2.4** Your bill must be settled in full on the date of the booking. At this time your deposit will be deducted from your final bill. No account facilities are available, therefore should you not pay any or all of the final bill on the date of the booking, the Restaurant reserves the right to charge the outstanding amount payable by the person who made the booking, any or all of the bill for the booking remains outstanding, interest will be payable on all sums due, calculated on a day to day base rate of 2% per calendar month from the due date of payment until the actual date of payment.(applies to members only )

**2.5** Any queries or complaints concerning the bill must be submitted in writing within 5 business days of the date stated on the bill.

# 03 Non-payment of deposit

If you fail to pay the required deposit in cleared funds, the Restaurant may, without any liability to you, cancel the booking and charge you for any costs incurred by it in connection with the booking.

# 04 Cancellation by you

**4.1** All cancellations made by you must be in writing to the Restaurant and will be of no effect unless acknowledged in writing by the Restaurant.

**4.2** The Restaurant will refund deposits where notification has been received 10 days prior or more, before the reservation.

**4.3** The Restaurant will charge the full amount of the agreed minimum spend where notification has been received within 5 days prior to the booking.

### 05 Cancellation by the Restaurant

**5.1** The Restaurant may cancel a booking without any liability being incurred whatsoever if:

(i) the Restaurant is closed down due to events and circumstances beyond the control of the Restaurant, such as fire, mechanical or electrical breakdown, staff dispute or by order of a public authority;

(ii) there are Force Majeure circumstances (as set out at clause 14 of these Terms); (iii) you become insolvent or enter into liquidation/receiver-ship;

(iv) you are in breach of any of the Terms; and/or

(v) you fail to pay the deposit when required under these Terms or funds have not cleared. 6 Credit/Debit Card

A credit/debit card is required to secure the booking, and in accordance with clause 2.3 of the Terms, the Restaurant reserves the right to charge this credit/debit card if you fail to pay any or all of the final bill on the date of the booking.

# 07 Final numbers

**7.1** Final numbers for any booking must be confirmed in writing at least 7 days prior to the date of the booking.

**7.2** The Restaurant reserves the right to charge for the full number of people booked if it has not been provided with notice of a reduction in numbers at least 3 business days prior to the date of the booking, as set out at clause 7.1 of the Terms. The amount charged under this clause will be based on the price of the menu selected and the number of persons canceled.

**7.3** The Restaurant will make every reasonable endeavor to accommodate any increase in numbers and will charge accordingly for providing this service but cannot be held responsible for failure to provide such accommodation or service.

### 08 Menu

**8.1** The Restaurant requires that you choose the same menu for all members of your party, but will accommodate any dietary requirements in addition to this.

**8.2** Any dietary requirements must be notified to the Restaurant at the time you select your menu.

**8.3** Your choice of menu and wines must be submitted at least 7 days prior to the booking. Occasionally certain dishes and wines become unavailable at short notice due to difficulties of supply. In this event, the Restaurant will contact you immediately to propose an alternative.

### 09 Prices

**9.1** Prices include VAT at the prevailing rate but exclude a discretionary service charges. All prices are current at the time of going to print and include VAT or other government taxes where appropriate.

**9.2** The Restaurant reserves the right to amend prices to take into account any changes in the rate of VAT or other taxes.

## 10 Allergies and intolerances

Any guest allergies and intolerances should be clearly notified to the Restaurant in accordance with clause 8 of the Terms. A member of the team must also be made aware of these before placing any order for additional food or beverages. Guests with severe allergies or intolerances should be aware that although all due care is taken, there is a risk of allergen ingredients still being present. Please note, any bespoke orders requested cannot be guaranteed as entirely allergen free and will be consumed at the guest's own risk.

# 11 Guest conduct

**11.1** You shall be responsible for the orderly conduct of the function and shall ensure that nothing shall be done which will constitute a breach of the law or in any way cause nuisance or be an infringement of or render a possible forfeiture or endorsement of any licenses for the sale of wine, beer, spirits or for music and dancing or exhibition. In particular, you shall ensure there is no illegal use of narcotics, betting, or gaming.

**11.2** The Restaurant reserves the right, in its absolute discretion, to refuse entry to or eject guests if at any time, in the view of the Restaurant, their behavior is unsuitable.

### 12 Dress code

**12.1** Dress code is smart casual, no sportswear, tracksuits, jogging bottoms of any style or brand. No caps or hats and no flip flops. Crisp trainers are permitted

**12.2** The Restaurant reserves the right, in its absolute discretion, to refuse entry to you or any of your guests should you or they be inappropriately dressed.

#### 13 Your property

The Restaurant is not liable for you or your guests' property even if such property is lost or damaged whilst on the Restaurant's premises.

#### 14 Force majeure

Failure to perform any term or condition of the Terms as a result of conditions beyond either parties' control including, but not limited to, war, strikes, riots, fires, floods, acts of God, governmental restrictions, and power failures, shall not be deemed a breach of the Terms.

#### 15 Restaurant logos and intellectual property

**15.1** You shall not use the Restaurant's logo or other intellectual property rights without the Restaurant's prior written consent.

**15.2** Where consent is given by the Restaurant your right to use any logo or intellectual property rights shall be limited to the event or meal and any promotional materials you may create in connection with it will have to be first approved by the Restaurant. Any unapproved materials using any logos or intellectual property rights of the Restaurant must be immediately destroyed.

#### 16 Third-party suppliers

**16.1** If you wish to employ a photographer, toastmaster, band, musician, or any other person to attend the Restaurant in connection with the booking you must notify us and obtain our consent to do so.

**16.2** If the Restaurant consents to your employment of any such third party, it will be your responsibility to ensure that White is fully informed of all arrangements. Furthermore, you must ensure that the third party provides adequate insurance and observes all health and safety requirements.

# 17 Limitation of Liability

**17.1** Nothing in these Terms shall limit either yours, your guests or the Restaurant's liability for death or personal injury resulting from its negligence, for fraud, for fraudulent misstatement, or for fraudulent misrepresentation.

**17.2** You and your guests agree to be responsible for and shall compensate the Restaurant against all damages occasioned to the Restaurant or its fixtures and fittings caused by any act, default, or negligence of you or your s or guests.

# 18 Confidentiality

18.1 Both you and the Restaurant agree;

(i) to keep confidential,

(ii) not use for its own purposes,

(iii) not without the prior written consent of the other party, disclose to any third party, any information of a confidential nature (which, for the avoidance of doubt, shall include the Terms and the chosen menu) belonging or relating to the other party which is disclosed to it by the other party unless such information is or becomes public knowledge (other than by breach of this provision).

# 19 Decorations

No items may be attached to ceilings, walls or floors. No bubbles, glitter, rice, birdseed or confetti to be thrown, used, or dispersed. Candles may be used, but the flame must be completely enclosed in glass. DJ smoke is not allowed. Petals must be real, no synthetics .

Please ask our Event Coordinator for any special requests. We have a standard we wish to maintain and will not be compromised.

**19.1** We have an in-house decorator; clients will be required to share their mood board and theme with, as well as budget allocations. If feasible we will carry it out respectively 19.2 Occasions where the client's budget is lower or want to use their own vendor, we will charge consultation fee, where our event coordinator ensures we maintain our standard at all times.

#### 20 Full Venue Hire

The venue hire for White will be charged at \$5000 USD. This will include access to the Sunken Garden at white also. If the client prefers to pay in cedis, the rate will be checked at the time of payment, and the Bank of Ghana cedi rate will be applicable.

Members will enjoy a discount of 10% of the venue hire fee and may also be eligible for a discount on their final bill.

Full venue Hire will require patrons to use our set menu if the guest list exceeds 10 persons.

The full venue hire will also come with a simple table setting, if patrons require a more comprehensive setup, this can also be arranged. (please refer to clause 19).

### 21 General

These Terms and any non-contractual obligations arising out of or in connection with them shall be governed by the laws of Ghana.

