



ORDER CONFIRMATION:

Client Details

Contact:

Company:

Address:

Telephone:

Fax:

Mobile:

Email:

ClinkClink Details

Contact:

Company:

Address:

Telephone:

Fax:

Mobile:

Email:

Lara Lindsay

ClinkClink limited

Unit 14, Montpelier Central
Station Road
Bristol
BS6 5EE

0117 924 0033

0117 924 0035

07791 14 9419

lara@clinkclink.co.uk

Event Details

Event Date: December 2011

ClinkClink Job Reference Number: SC11

Client Purchase Order Number: _____

please complete

Total Number of Guests: _____

please complete

Exclusive Party Night or Mixed Party Night:

Exclusive | Mixed

please circle

Private Dining (limited to 50 guests) CHECK AVAILABILITY: YES | NO

please circle

Optional Drinks Vouchers:

YES | NO

if Yes, no. of books: _____

Payment Terms:

10% deposit paid upon confirmation

Full balance to be paid no later than 30 days before event date

Cost (excluding VAT at current rate):

£ _____

please complete

I have read and completed the above details and would like to confirm the aforementioned event. I acknowledge that I have read and received a copy of the Terms and Conditions and agree to abide by them.

Print Name: _____

Position: _____

Signature: _____

Date: _____



Please return completed form to: lara@clinkclink.co.uk
(alternatively Fax: 0117 924 0035).

An invoice will be sent on receipt of your completed order confirmation.



TERMS & CONDITIONS:

In these Terms and Conditions "ClinkClink" means ClinkClink Limited and "the client" means the person named as the client in the quotation.

1. Unless otherwise agreed in writing by a Director of ClinkClink, all orders are accepted by ClinkClink subject to the following Terms and Conditions.
2. No binding contract shall be formed until ClinkClink has received a signed 'ClinkClink Order Confirmation form' from the client.
3. All binding contracts entered into between ClinkClink and the client shall be governed by English law and be under the exclusive jurisdiction of the courts in England and Wales.
4. All ClinkClink quotations are subject to availability on receipt of the client order. All prices quoted are in pounds sterling unless otherwise stated, and are based on tariffs, costs and exchange rates current and appropriate at the time of publication. If any of these vary the cost of the function may increase or decrease accordingly. Any such increase/decrease must be paid by or refunded to the client. However no variations shall be applied where their combined effect would result in an increase/decrease of less than 10% of the cost of the function. During the period of twenty days prior to the function, the price quoted shall not be increased by ClinkClink.
5. ClinkClink shall be under no obligation to perform the contract unless the client has paid the deposit in accordance with Condition Number 8 below.
6. Should the final numbers for a function fall by 25% or more after the acceptance of the quotation, ClinkClink reserve the right to re-quote.
7. All prices quoted are subject to the additions of VAT at the rate prevailing on the date of the function. The client shall remit to ClinkClink a deposit pre-payment up to the value of 10% of the anticipated final price of the function upon confirmation. Full balance is then payable no later than 30 days prior to the date of the event.
8. Failure to pay the deposit may be treated as cancellation by the client.
9. The invoice for any last minute services will be issued after the function and shall be paid within 14 days from the date of the invoice.
10. All accounts unpaid after the respective final date for payment shall carry interest on the amounts outstanding of 5% per month above base rate of National Westminster Bank Plc from time to time in force.
11. ClinkClink reserve the right to suspend or cancel the performance of the contract if payment dates are not adhered to by the client.
12. In the event of cancellation by the client (including deemed cancellation under Condition Number 8 above) ClinkClink reserve the right to charge a cancellation fee on the following basis:
13. The client may only cancel an order by notice in writing to ClinkClink's office at Unit 14, Montpelier Central, Station Road, Bristol, BS6 5EE, United Kingdom
14. ClinkClink will charge for the minimum number of guests specified either in writing or verbally in the client order.
15. If the cancellation is within 4 working weeks of the function, the cancellation fee shall be the total value of the quotation.
16. If the cancellation is within 8 working weeks of the function, the cancellation fee shall be 50% of the total value of the quotation.
17. If the cancellation is within 12 working weeks of the function, the cancellation fee shall be 25% of the total value of the quotation.
18. Additional Cancellation Terms: Any cancellation fees charged to ClinkClink in respect of sub-contracted bookings e.g. tentage, musicians, performers, lighting, sound systems etc, made on behalf of the client in connection with the function shall be payable by the client.
19. ClinkClink requires the client to join in the acceptance of the terms and conditions imposed by any sub-contractor or venue booked on the client's behalf. ClinkClink shall make all reasonable endeavours to draw the client's attention to a sub-contractor's terms and conditions before entering into a contract with the sub-contractor.
20. In the event that a function is cancelled, all charges shall be based on the quotation and its terms.
21. The client shall indemnify ClinkClink against any claims made against it as a result of negligence or willful default by the client or his guests.
22. ClinkClink reserves the right to make a charge for any loss or breakage of equipment, furniture, fixtures and fittings which it reasonably regards as being exceptional.
23. In the event that the client is acting as an agent for a Principal, ClinkClink requires written confirmation from the Principal that the agent is empowered to contract with ClinkClink on the Principal's behalf.
24. Alterations by ClinkClink: ClinkClink cannot be held responsible for delays or failure to complete the contract owing to exceptional circumstances known as a "force majeure". If ClinkClink, as a consequence of a "force majeure", is obliged to curtail, alter, extend or cancel a function the client shall not be at liberty to maintain a claim for compensation or otherwise for any loss arising as a consequence of the said curtailment, alteration, extension or cancellation of the function.
25. If prior to the function date there is a cancellation, alteration, change or curtailment relating to a function, which results in a change, which significantly alters the function, ClinkClink shall not be liable in damages to the client.
26. Where ClinkClink makes an alteration in the function as contemplated, no compensation shall be payable where the alteration is for the reasons outside the direct control of ClinkClink.
27. In these terms & conditions the term "force majeure" means an Act of God, natural disasters, adverse weather conditions, fire or other destruction of any vessel, craft, property or vehicle to be used in connection with the function, riots, acts of war, terrorism, civil commotion, exercise of legislative, municipal, military, or other authority, strikes, industrial action, requisition of equipment, mechanical breakdown, insolvency or default of any carrier or service connected with the function, fraud perpetrated against ClinkClink or any other reason beyond the control of ClinkClink.
28. If the client wishes to make a complaint in relation to the function they must:
29. Immediately inform a ClinkClink representative at the location where the function is held and the complaint arises. The client shall, if ClinkClink requires, complete a form setting out the detail of the complaint. If the client fails to comply with such requirements, ClinkClink shall be entitled to recover the cost from the client of any additional expense incurred by carrying out investigation of a complaint, which is found to be unjustified.
30. The client shall be obliged to notify ClinkClink in writing of any complaint no later than 14 days after termination of the function.