



## Terms & Conditions

Version: 5.5 (last updated: 18<sup>th</sup> August 2020)

These Terms and Conditions apply when you, the Guest, make Enquiries and Bookings with us, in person at one of our venues, via telephone, email, website, App or social channels. These terms and conditions apply to all our trading companies, which are:

Revolution Bars Limited (company number 08838980)

Revolution Bars (Number Two) Limited (company number 12376188)

Revolucion de Cuba Limited (company number 08838595)

The registered office for all these companies is 21 Old Street, Ashton-Under-Lyne, Tameside, OL6 6LA.

### **Definitions of Terms:**

**Balance:** The balance of the agreed Total Price for the Event after deducting any deposit or other monies already paid towards the Total Price

**Booking:** A confirmed reservation at one of our Venues for the provision of an Event for which a deposit has been paid or payment card details have been given, and a Booking Confirmation Email provided

**Booking Confirmation Email:** The email we send you to confirm your Booking or Event setting-out the Event date, time, venue location, package booked and all other Event requirements, and which shows a Booking Reference Number

**Booking Management Platform:** The website on which you are able to make a booking directly or review and make changes to elements of your Booking. Links to our website are given below:

Revolution: <https://book.revolution-bars.co.uk/login/>

Revolucion de Cuba: <https://book.revoluciondecuba.com/login>

**Booking Reference Number:** The unique code assigned to your Enquiry or Booking

**Cancellation Fee:** The fee charged if the Event is cancelled after the Cancellation Window Deadline

**Cancellation Window Deadline:** The date up to which you may cancel the Event without a cancellation fee applying. See Section A Clause 9

**Confirmed Booking:** A booking for an Event for which you have received a Booking Confirmation Email

**Deposit:** the payment made following your Enquiry to secure your Booking. Deposits are explained in Section A Clauses 3 and 4

**Enquiry:** An enquiry for a reservation at one of our Venues for the provision of an Event

**Event:** A confirmed reservation for a party, a Masterclass, a room, an area, booth or table in one of our venues

**Event Booking:** The booking for the Event

**Event Date:** The date your Event will take place as per your Booking Confirmation Email.

**Event Beyond Our Reasonable Control:** As set out in Section A Clause 9.c.ii and Clause 12

**Guests:** Anyone else in the Group attending the Event who is not Lead Booker.

**Lead Booker:** The customer who places the original Enquiry or Booking and who is the primary point of contact for the Event.

**Minimum Spend:** The amount you are required to spend on a Pre-Order Package to enable you to book space in one of our venues.

**No Show:** When you and your guests do not attend your Event. See Section A Clause 10 for implications of No Show

**Package:** Any combination of products and/or services.

**Payment Pending:** Payment prior to an Event when a Booking has a pre-booked Package or minimum spend requirement.

**Pre-Order:** Products, food, drink or services selected prior to your Event. See Section A Clause 5

**Pre-Order Email:** The email requesting that you and your Guests submit your Pre-Order information and notifying you of the deadline for that information.

**Provisional Booking:** The booking we hold for you pending your payment of the outstanding balance, deposit or providing your payment card details, and prior to us sending a Booking Confirmation Email

**Short Notice Booking:** Any Booking or Event for which a Cancellation Window Deadline cannot be applied because of the proximity to the Event Date. See Section A Clause 6

**Site/Venue:** The Revolution, Revolucion de Cuba bar, Eventos De Cuba or online masterclass where your Event will be held, as listed on our websites:

Revolution: [www.revolution-bars.co.uk](http://www.revolution-bars.co.uk)

Revolucion de Cuba: [www.revoluciondecuba.com](http://www.revoluciondecuba.com)

**Total Price:** The total amount payable for the Event

## **SECTION A:**

### **1. Making an Enquiry or Booking:**

- a. By successfully booking the provision of services and products at any one of our Venues by any means, you agree to accept these Terms and Conditions.
- b. When you make an Enquiry or agree a Provisional Booking, we will allocate a unique Booking Reference Number that enables us to track your Enquiry or Provisional Booking.
- c. Your Enquiry or Provisional Booking only becomes a Confirmed Booking when we have accepted the required deposit or full payment, or you have provided payment card details for which we have undertaken a successful pre-authorisation check. We will then send you a Booking Confirmation Email containing the Booking Reference Number, at which point a contract exists between us. This email states clearly that it is a Booking Confirmation Email. Your Booking and the provision of our products and services is subject to these Terms and Conditions.
- d. It is your responsibility to ensure the details shown on the Booking Confirmation Email are correct.
- e. Your Enquiry or Booking will only be accepted if the person making it is 18 or over at the time of the Event and can show a valid Passport or Drivers Licence on the Event date as proof.

### **2. Guests**

- a. If any Guest attending your Event is under the age of 18 on the date of the Event, you must contact the Venue in advance to inform them of this.
- b. If the Lead Booker or Guest cannot prove they are aged 18 or over upon arrival at the Venue, or if Venue has not been contacted and informed prior to the Event date that persons in the party are under the age of 18, we reserve the right to cancel your booking.

### **3. Deposits:**

- a. A Deposit will be charged to the payment card details provided on submission of your Enquiry. The value of the Deposit will vary depending upon the Event type, any package of products, and the Venue. More information can be found in Section B.
- b. If you are not asked for a Deposit at the time of making your Enquiry you will nevertheless be asked to submit your payment card details to secure your Booking.
- c. Deposits are non-refundable unless an Event Beyond Our Reasonable Control occurs (see Section 12).
- d. Deposits may be refunded solely at the discretion of the manager of the Venue hosting your Event.
- e. No Shows or Cancellation Charges may be waived solely at the discretion of the manager of the Venue hosting your Event.

### **4. Loss of deposit**

- a. Any Deposit may become non-refundable in the following circumstances:
  - i. if you fail to pay us when required to do so in accordance with these Terms and Conditions
  - ii. If you do not provide us with the information necessary for us to provide our goods and services to you, such as the number of Guests at your Event
  - iii. if the Lead Booker or any of your Guests are unable to prove they are over the age of 18 upon arrival at our Venue, or if the Venue has not been contacted and informed prior to the Event date that attendees will be under the age of 18
  - iv. if you fail to provide us with your Pre-Order, or if you fail to pay the Balance, by the advised deadlines
  - v. If you cancel your Booking after the Cancellation Window Deadline
  - vi. If you and your Guests fail to attend an Event at the Venue as per your Booking Confirmation Email and you are recorded as a No Show.
- b. Deposit refunds are solely at the discretion of the manager of the Venue hosting your Event.

### **5. Pre-Orders**

- a. We will send you a Pre-Order Email giving information on a selection of products and services from which you are required to Pre-Order.
- b. You must submit your Pre-Order either by email or through our website by the deadline stated in our Pre-Order Email.
- c. If you fail to provide us with your Pre-Order by the deadline referred to in 5 b., we reserve the right to cancel your Booking and terminate the contract with immediate effect. Refund of your Deposit will be solely at the discretion of the manager of the Venue hosting your Event.

#### **6. Short Notice Bookings**

- a. Must pay either the Total Price or required Deposit and/or Balance to confirm the Booking, and
- b. Must provide Pre-Orders at the time of Booking.
- c. Short Notice Bookings will only be accepted if the above conditions are satisfied and at the discretion of the manager of the Venue hosting the Event.

#### **7. Making changes to your booking**

- a. You can make changes to your Booking up to the end of the Cancellation Window Deadline, excluding a change of Venue.
- b. You can do this:
  - i. At any time via our Booking Management Platform  
Revolution: <https://book.revolution-bars.co.uk/login>  
Revolucion de Cuba: <https://book.revoluciondecuba.com/login>
  - ii. Contacting us via email, telephone or social channels
- c. We will let you know if the change is possible either via our Booking Management Platform, or via telephone, email or social channels.
- d. All changes to your Booking are subject to availability
- e. You must attend your Event at the Venue confirmed in your Booking. You will not be able to transfer your Event to any of our other Venues. Failure to attend the Venue booked for your Event will result in your Booking being treated as a No Show (see Clause 10).

#### **8. Changes we may have to make to your Booking or Event**

- a. We will contact you as far in advance as we can to advise any changes we need to make to your Event.
- b. Reasons for changes may include:
  - i. New, or changes in, laws or regulations that require us to amend our operating procedures
  - ii. Updated food or drinks menus, and your original menu selections are no longer available
  - iii. The products you have pre-ordered are unavailable or out of stock with our suppliers. We will always do our best to find suitable alternatives for you
- c. If you want to change your Package, then we will inform you of any price changes that may have arisen since your Booking Confirmation. We will honour prices of Packages included in your Booking Confirmation, but if you are looking to change your selections or add to your Package, your additions or changes will be subject to the latest pricing.

#### **9. Cancellations**

- a. You may cancel your Booking and terminate the contract with immediate effect up to the Cancellation Window Deadline stated in Section B by providing us with written notice by email or through our website.
- b. Deposits may be refunded solely at the discretion of the manager of the Venue hosting your Event.
- c. We may cancel your Enquiry or Booking and terminate the contract:
  - i. with immediate effect and without notice to you if you fail to pay us when required to do so
  - ii. with immediate effect, but with reasonable written notice where possible, if an Event Beyond Our Reasonable Control means we are unable to provide you with the products and services to fulfil your Event. In the event of such a cancellation, all payments you have made, including the Deposit and any subsequent payments towards the Balance will be refunded
  - iii. with immediate effect if you do not, within a reasonable period of our request, provide us with the information necessary for us to provide our products and services to you, such as the number of Guests at your Event

- iv. if the Lead Booker or any Guest attending the Event cannot prove that they are over the age of 18 upon arrival at the Venue, or if the Venue has not been informed prior to the Event date that Guests attending the Event are under the age of 18
- v. with immediate effect if you fail to provide us with your Pre-Orders by the deadline advised in the Pre-Order email

#### **10. No Shows**

- a. If you and your Guests fail to attend the Event as stated on the Booking Confirmation Email, we will record the failure to attend as a No Show on our system and the contract will terminate with immediate effect.
- b. If you are recorded as a No Show, any monies you have paid will be forfeited or a charge of £10 inclusive of VAT per person who does not attend the Event will be charged to the payment card secured at the time of booking.
- c. No Show charges and/or Deposit forfeits may be waived solely at the discretion of the manager of the Venue hosting your Event.

#### **11. Refunds**

- a. We will refund any amount that might be due in accordance with these Terms and Conditions.
- b. We can only process refunds using the original method of payment. If you paid by card online, then refunds take 3-5 working days to process.

#### **12. Events Beyond Our Reasonable Control:**

- a. Sometimes things happen that are completely out of our control and in the following circumstances we may need to move your booking to a different area in the venue, move to another of our sites in the same city if possible, postpone or cancel your event.
  - i. Acts of God, i.e. Flood, drought, earthquake, natural disaster
  - ii. Terrorist attack, civil war, riots, war, armed conflict
  - iii. Epidemic or Pandemic
  - iv. Any new law or any action taken by the UK government or a public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent
  - v. Collapse of building, fire, explosion or any accident damaging our building, a neighbouring building, or a building in the vicinity, as a result of which our venue premises are deemed unsafe
  - vi. Issues with suppliers that means we are unable to supply the products we agreed to supply
  - vii. Power cut or the failure of any of our utility services
- b. If any of the above apply and we need to make changes to your Booking, we will contact you as soon as possible. We can offer you a full refund or we can postpone your Booking for up to 18 months after the original date of your Event. If your booking is postponed, we will change its status to postponed and confirm that by email.

#### **14. Price**

- a. The price of the Package will be that indicated on the Booking page on our website when you placed your Enquiry and in the Booking Confirmation Email.
- b. Sometimes your Pre-Order Package will be subject to a Minimum Spend in order to secure a particular space or a particular booking date.

#### **15. Our responsibility for loss or damage suffered by you**

- a. Foreseeable loss only; if we fail to comply with these Terms and Conditions, we are only responsible for loss or damage you suffer that would have been reasonably foreseeable as a result of our failure or any failure on our part to use reasonable care and skill. We are not responsible for any loss or damage that was not reasonably foreseeable. Loss or damage is reasonably foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the Enquiry or Booking process.
- b. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our

employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to the products.

**SECTION B:**

<b>Event Type</b>	<b>20% Deposit or Payment card details are required</b>	<b>Pre-Orders Required</b>	<b>Cancellation Window Deadline: (before Event)</b>
Table for restaurant	20% Deposit OR Your payment card details will be taken to secure the booking and £10 per person will be charged to this card if you cancel after the Cancellation Window Deadline or you are recorded as a No Show	24 hours prior to Event, if applicable	24 hours
Table for drinks	20% Deposit OR Your payment card details will be taken to secure the booking and £10 per person will be charged to this card if you cancel after the Cancellation Window Deadline or you are recorded as a No Show	24 hours prior to Event, if applicable	24 hours

<b>Event Type</b>	<b>20% Deposit or Payment card details are required</b>	<b>Balance Payment</b>	<b>Pre-orders</b>	<b>Cancellation Window Deadline: (before Event)</b>
Bottomless Brunch	20% Deposit OR Your payment card details will be taken to secure the booking and £10 per person will be charged to this card if you cancel after the Cancellation Window Deadline or you are recorded as a No Show	3 days	3 days	3 days
Premium Booth booking	20% Deposit OR Your payment card details will be taken to secure the booking and £10 per person will be charged to this card if you cancel after the Cancellation Window Deadline or you are recorded as a No Show	3 days	3 days	3 days

<b>Event Type</b>	<b>20% Deposit</b>	<b>Balance Payment</b>	<b>Pre-Orders</b>	<b>Cancellation Window Deadline: (before Event)</b>
Masterclass, Christmas, Corporate and bookings of over 13 guests*	48 hours after Enquiry	21 days prior to Event	14 days prior to Event	21 days
*excludes Bottomless Brunch				