

TERMS AND CONDITIONS

Please read all these Terms and Conditions.

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these Terms and Conditions to make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything, just phone us on 07442991459.

Application

1. These Terms and Conditions will apply to the purchase of the goods by you (the **Customer** or **you**). We are Tentacle Hospitality Ltd whose trading name is Atlantis Dartford a company registered in England and Wales under number 16105077 whose registered office is at Atlantis Dartford, 74-76 High Street, Dartford, DA1 1DE with email address managers@atlantisdartford.uk; telephone number 07442991459; (the **Supplier** or **us** or **we**).
2. These are the terms on which we sell all Goods to you. By ordering any of the Goods, you agree to be bound by these Terms and Conditions. By ordering any of the Services, you agree to be bound by these Terms and Conditions. You can only purchase the Goods from the Website if you are eligible to enter into a contract and are at least 18 years old.
3. By booking any events to agree to all terms and conditions.

Interpretation

4. **Consumer** means an individual acting for purposes which are wholly or mainly outside their trade, business, craft or profession.
5. **Contract** means the legally binding agreement between you and us for the supply of the Goods;
6. **Delivery Location** means the Supplier's premises or other location where the Goods are to be supplied, as set out in the Order.
7. **Durable Medium** means paper or email, or any other medium that allows information to be addressed personally to the recipient, enables the recipient to store the information in a way accessible for future reference for a period that is long enough for the purposes of the information, and allows the unchanged reproduction of the information stored;
8. **Goods** means the goods advertised on the Website that we supply to you of the number and description as set out in the Order, and of all events.
9. **Order** means the Customer's order for the Goods from the Supplier as submitted following the step by step process set out on the Website;
10. **Privacy Policy** means the terms which set out how we will deal with confidential and personal information received from you via the Website;
11. **Website** means our website www.atlantisdartford.uk on which the Goods are advertised.

Goods

12. The description of the Goods is as set out in the Website, catalogues, brochures or other form of advertisement. Any description is for illustrative purposes only and there may be small discrepancies in the size and colour of the Goods supplied.
13. In the case of any Goods made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate.
14. All Goods are subject to availability.

15. We can make changes to the Goods which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.
16. The Goods include but not limited to musical events, food and drinks and birthday parties.

Personal Information

17. We retain and use all information strictly under the Privacy Policy.
18. We may contact you by using e-mail or other electronic communication methods and by pre-paid post and you expressly agree to this.

Basis of Sale

19. The description of the Goods in our website does not constitute a contractual offer to sell the Goods. When an Order has been submitted on the Website, telephone or social media, we can reject it for any reason, although we will try to tell you the reason without delay.
20. The Order process is set out on the Website which comprises contacting us to discuss your needs. Each step allows you to check and amend any errors before submitting the Order. It is your responsibility to check that you have used the ordering process correctly.
21. By placing an Order you agree to all terms and conditions we have set out to you.
22. Any quotation is valid for a maximum period of 3 days from its date, unless we expressly withdraw it at an earlier time.
23. No variation of the Contract, whether about description of the Goods, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.
24. We intend that these Terms and Conditions apply only to a Contract entered into by you as a Consumer. If this is not the case, you must tell us, so that we can provide you with a different contract with terms which are more appropriate for you and which might, in some respects, be better for you, eg by giving you rights as a business.

Price and Payment

25. The price of the Goods and any additional delivery or other charges may be agreed in writing or verbally.
26. Prices and charges include VAT at the rate applicable at the time of the Order.
27. You must pay by wire transfer to the account details provided by Tentacle Hospitality Ltd. Failure to do so will be construed as non payment, regardless of whether the payment has been made into a Tentacle Hospitality Ltd Bank Account.
28. For parties involving the service of food by Tentacle Hospitality Ltd, All prices are set per head. You agree to pay per head for the number of guests you have invited to your event, regardless of whether they all ate or not. The guest numbers are counted by Tentacle Hospitality Door Staff at all times and you agree to the final figures we provide.
29. Separate charges apply for catering and self-catering events. For catering events, payment must be received in full for the number of guests who have attended, per head, at the agreed amount. For self-catering events, we will not provide any food whatsoever, and the charge begins at £1000 per hour for the venue.

Food for Parties

30. You are expressly forbidden from bringing food into the venue unless a self-catering agreement has been made with us.

31. In the event that you bring food into our premises, you will still be responsible for paying for ALL the guests that have attended your function, per head.
32. We bin every leftover at the end of the event, without exception.

Risk and Title

33. Risk of damage to, or loss of, any property belonging to us, in the course of your event, shall be passed on to you.
34. You must pay for our services in full upon receipt of an invoice or verbal quote. In the event that steps are taken to recover our payment from you, you will become liable for our debt collection and legal costs.
35. We may apply to make you bankrupt, following a failure to make the required payment to us.

Withdrawal, Returns and Cancellation

36. You can withdraw the Order by telling us before payment is made, if you simply wish to change your mind and without giving us a reason, and without incurring any liability.
37. This is a **distance contract** (as defined below) which has the cancellation rights (**Cancellation Rights**) set out below. These Cancellation Rights, however, do not apply, to a contract for the following goods (with no others) in the following circumstances:
- a. goods that are made to your specifications or are clearly personalised, such as party buffet food;
 - b. goods which are liable to deteriorate or expire rapidly.
 - c. retail alcoholic drinks.
38. Also, the Cancellation Rights for a Contract cease to be available in the following circumstances:
- a. in the case of a contract for the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons, if they become unsealed after delivery;
 - b. in the case of any sales contract, if the goods become mixed inseparably (according to their nature) with other items after delivery.

Right to Cancel

39. Subject as stated in these Terms and Conditions, you can cancel non-food contracts within 14 days without giving any reason.
40. To exercise the right to cancel, you must inform us of your decision to cancel this Contract by a clear statement setting out your decision (eg a letter sent by post or email). You can use the attached model cancellation form, but it is not obligatory.
41. You can also electronically fill in and submit the model cancellation form or any other clear statement of the Customer's decision to cancel the Contract on our website www.atlantisdartford.uk. If you use this option, we will communicate to you an acknowledgement of receipt of such a cancellation in a Durable Medium (eg by email) without delay.
42. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of Cancellation in the Cancellation Period

43. Except as set out below, if you cancel this Contract, we will reimburse to you all payments received from you, including the costs of delivery (except for goods personalised for you, such as buffet party food and special alcohols like expensive wines and champagne).

Deduction for Goods Supplied

44. We may make a deduction from the reimbursement for loss in value of any Goods supplied, if the loss is the result of unnecessary handling by you (ie handling the Goods beyond what is necessary to

establish the nature, characteristics and functioning of the Goods: eg it goes beyond the sort of handling that might be reasonably allowed in a shop). This is because you are liable for that loss and, if that deduction is not made, you must pay us the amount of that loss.

Timing of Reimbursement

45. If we have not offered to collect the Goods, we will make the reimbursement without undue delay, and not later than:
- 14 days after the day we receive back from you any Goods supplied, or
 - (if earlier) 14 days after the day you provide evidence that you have sent back the Goods.
46. If we have offered to collect the Goods or if no Goods were supplied, we will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this Contract.
47. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

Successors and Our Sub-Contractors

48. Either party can transfer the benefit of this Contract to someone else, and will remain liable to the other for its obligations under the Contract. The Supplier will be liable for the acts of any sub-contractors who it chooses to help perform its duties.

Circumstances Beyond the Control of Either Party

49. In the event of any failure by a party because of something beyond its reasonable control:
- the party will advise the other party as soon as reasonably practicable; and
 - the party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the Customer's above rights relating to delivery and any right to cancel, below.

Privacy

50. Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation with regard to your personal information.
51. For the purposes of these Terms and Conditions:
- 'Data Protection Laws' means any applicable law relating to the processing of Personal Data, including, but not limited to the GDPR.
 - 'GDPR' means the UK General Data Protection Regulation.
 - 'Data Controller', 'Personal Data' and 'Processing' shall have the same meaning as in the GDPR.
52. We are a Data Controller of the Personal Data we Process in providing Goods to you.
53. Where you supply Personal Data to us so we can provide Goods to you, and we Process that Personal Data in the course of providing the Goods to you, we will comply with our obligations imposed by the Data Protection Laws:
- before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected;
 - we will only Process Personal Data for the purposes identified;
 - we will respect your rights in relation to your Personal Data; and
 - we will implement technical and organisational measures to ensure your Personal Data is secure.
54. For any enquiries or complaints regarding data privacy, you can e-mail: managers@atlantisdartford.uk.

Excluding Liability

55. The Supplier does not exclude liability for: (i) any fraudulent act or omission; or (ii) for death or personal injury caused by negligence or breach of the Supplier's other legal obligations. Subject to this, the Supplier is not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the Contract was made, or (ii) loss (eg loss of profit) to the Customer's business, trade, craft or profession which would not be suffered by a Consumer - because the Supplier believes the Customer is not buying the Goods wholly or mainly for its business, trade, craft or profession.

Governing Law, Jurisdiction and Complaints

56. The Contract (including any non-contractual matters) is governed by the law of England and Wales.

57. Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.

58. We try to avoid any dispute, so we deal with complaints in the following way: If a dispute occurs, we will aim to respond with an appropriate solution within 3 days..

Attribution

59. These Terms and Conditions were created using a document from Rocket Lawyer.

Model Cancellation Form

To Tentacle Hospitality Ltd Atlantis Dartford 74-76 High Street Dartford DA1 1DE Email
address: managers@atlantisdartford.uk Telephone number: 07442991459

I/We[*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*] [for the supply of the following service [*], Ordered on [*/received on [*] (date received) Name of consumer(s): Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper)

Date