



Terms & Conditions

These Terms and Conditions apply when you, the Guest, make Enquiries and Bookings with us, in person at Quay Street Diner, via telephone, email, website or booking channels.

Our registered office is 2 Quay Street, Bristol, BS1 2JL.

Making an Enquiry or Booking:

By successfully booking the provision of services and products at Quay Street Diner by any means, you agree to accept these Terms and Conditions.

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.

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 (for the wave room and events such as Christmas only). Card details are not currently required to make a regular booking. 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.

It is your responsibility to ensure the details shown on the Booking Confirmation Email are correct.

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.

Guests

If any Guest attending your Event is under the age of 18 on the date of the Event, you must contact Quay Street Diner in advance to inform them of this.

If the Lead Booker or Guest cannot prove they are aged 18 or over upon arrival, or if Quay Street Diner have 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. Deposit refunds in this case are solely at the discretion of the manager.

Deposits- Wave Room & Events (such as Christmas)

A Deposit link will be sent to you via email with regards to either the wave room or a Christmas booking. The value of the Deposit will vary depending upon the Event type and any package of products.

Deposits are non-refundable unless an Event Beyond Our Reasonable Control occurs (see Section 12).

Deposits may be refunded solely at the discretion of the manager.

No Shows or Cancellation Charges may be waived solely at the discretion of the manager.

Loss of deposit - Wave Room & Events (such as Christmas)

Any Deposit may become non-refundable in the following circumstances:

- if you fail to pay us when required to do so in accordance with these Terms and Conditions
- 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
- 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
- if you fail to provide us with your Pre-Order, or if you fail to pay the Balance, by the advised deadlines
- If you cancel your Booking after the Cancellation Window Deadline
- If you and your Guests fail to attend an Event at Quay Street Diner as per your Booking Confirmation Email and you are recorded as a No Show.

Deposit refunds are solely at the discretion of the manager.

Behaviour towards staff is deemed to be abusive in any manner. Final decision is solely at the discretion of the manager.

Any cleaning is required above and beyond the usual table service, for example use of confetti or guests being sick on the premises.

Any damage is made to the property or the belongings of Quay Street Diner by you the 'guest' or any of your party.

(Christmas Bookings) - If a member of your party does not show up and Quay Street Diner is not informed within 48 hours, the 'per person' deposit (as shown below) will not be refunded.

Pre-Orders - Wave Room & Events (such as Christmas)

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.

You must submit your Pre-Order either by email by the deadline stated in our Pre-Order Email or discussions with the manager.

If you fail to provide us with your Pre-Order by the deadline, 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.

Short Notice Bookings - Wave Room & Events (such as Christmas)

Must pay either the Total Price or required Deposit and/or Balance to confirm the Booking, and

Must provide Pre-Orders at the time of Booking.

Short Notice Bookings will only be accepted if the above conditions are satisfied and at the discretion of the manager.

Making changes to your booking

You can make changes to your Booking up to the end of the Cancellation Window Deadline.

You can do this by Contacting us via email or telephone

We will let you know if the change is possible either via telephone or email.

All changes to your Booking are subject to availability

You must attend your Event at Quay Street Diner confirmed in your Booking. Failure to attend your Event will result in your Booking being treated as a No Show.

Changes we may have to make

We will contact you as far in advance as we can to advise any changes we need to make to your Event.

Reasons for changes may include:

- New, or changes in, laws or regulations that require us to amend our operating procedures
- Updated food or drinks menus, and your original menu selections are no longer available
- 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

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.

Cancellations

You may cancel your Booking and terminate the contract with immediate effect up to the Cancellation Window. You must give notice by email, telephone or through any 3rd party booking systems we may use.

Deposits may be refunded solely at the discretion of the manager.

We may cancel your Enquiry or Booking and terminate the contract:

- with immediate effect and without notice to you if you fail to pay us when required to do so
- 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
- 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
- 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
- with immediate effect if you fail to provide us with your Pre-Orders by the deadline advised in the Pre-Order email

No Shows (including Christmas parties)

If you and your Guests fail to attend a pre-booked 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.

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.

No Show charges and/or Deposit forfeits may be waived solely at the discretion of the manager.

Refunds

We will refund any amount that might be due in accordance with these Terms and Conditions.

We can only process refunds using the original method of payment via our deposit link system. Refunds take 3-5 working days to process.

Events Beyond Our Reasonable Control:

Sometimes things happen that are completely out of our control and in the following circumstances we may need to move, postpone or cancel your event.

- Acts of God, i.e. Flood, drought, earthquake, natural disaster

- Terrorist attack, civil war, riots, war, armed conflict
 - Epidemic or Pandemic
 - 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
 - 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
 - Issues with suppliers that means we are unable to supply the products we agreed to supply
 - Power cut or the failure of any of our utility services
- 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.

Our responsibility for loss or damage suffered by you

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.

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.

Booking Type	Deposit, minimum spend or fee required	Pre-Orders required	Cancellation window
Table for restaurant	n/a	n/a	n/a
Bottomless Brunch	n/a	n/a	n/a
Wave Room (meetings)	£150 per day (weekday room hire only) Room hire fee to be paid 7 days prior to the booking.	Food pre-orders from 'all day' or brunch menu must be provided with 48 hours notice. Drink orders on the day and / or confirmed by email prior to the date.	3 days
Wave Room (parties)	Minimum spend applies... 0-10 people £200 10-20 people £250 20-30 people £300 50% deposit to be paid no later than 7 days prior to booking. Non-refundable if deemed a no-show and cancelled after cancellation window	Food pre-orders from 'all day' or brunch menu must be provided with 48 hours notice. Drinks orders on the day or drinks packages confirmed 48 hours in advance.	3 days
Christmas (wave room)	£10pp deposit. (Minimum spend applies as above). £10pp deposit to be paid no later than 7 days prior to booking. Non-refundable for any no shows if cancelled or changed after cancellation window.	Food pre-orders from Christmas set menu must be provided 48 hours in advance. Drinks packages orders (if required) to be provided 48 hours in advance.	3 days
Christmas (restaurant)	£10pp deposit to be paid no later than 48 hours prior to booking. Non-refundable for any no-shows if cancelled or changed after cancellation window.	Food pre-orders from Christmas set menu must be provided 48 hours in advance. Drinks packages orders (if required) to be provided 48 hours in advance.	48 hours

