

Boaters Enclosure by Eventmasters

Terms and Conditions

In addition to the General Event Terms and Conditions the following apply:

All bookings made via Ticketsellers. By purchasing from Ticketsellers you will be asked to accept their terms and conditions at the time of booking.

Please note the Standard Parking terms and conditions apply to any vehicles brought into the Venue.

DEFINITIONS AND INTERPRETATIONS

1 In these Conditions these words have the following meanings:-

"The Company" Eventmasters Limited

"The Contract" any contract under which the Company provides Services to the Client

"The Client" the individual, firm, company or other party with whom the Company contracts

"The Event" the event or occasion to which the booking relates and in connection with which the Company is to provide the Services

"Services" the whole or any part of the services which the Company is to supply in accordance with these conditions

"The Specified Rate" 4% above Lloyds Bank base lending rate from time to time

"Supply" includes (but is not limited to) any supply under a contract for sale or for the provision of services

2 CONTRACT TERMS

2.1 The Contract will only come into existence once the Company has received and accepted the Client's order in writing. Until acceptance the Company will not be under any obligation to the Client.

2.2 Unless otherwise agreed in writing by the Company these Conditions will override any terms or conditions stipulated in or referred to by the Client in its order or pre-contract negotiations

2.3 Any description or specification contained in the Company's catalogues, samples, price lists or other advertising material is intended merely to present a general picture of the Services and will not form a representation or be part of the Contract

2.4 Where the Company has not acknowledged the Client's order in writing, these Conditions will apply to the Contract provided the Client has had prior notice of them

2.5 The Company reserves the right to correct any clerical or typographical errors made by its employees at any time

2.6 The Company reserves the right to make an appropriate charge for secure postage and packaging

2.7 The making of a booking with us, however confirmed, shall be deemed as acceptance by the client of the terms and conditions

3 PRICES

3.1 All prices quoted are inclusive of VAT and any other duties, taxes or charges payable in respect of the Services.

4 PAYMENT

When booking an event the Client is required to pay in full online via Ticketsellers. Tickets will be issued by Wildfork directly. Booking and credit card fees are included in the price on the Ticketsellers website.

5 CANCELLATION

5.3 The Company may cancel the Contract for any reason provided it gives at least 4 weeks prior written notice to the Client.

5.2, and 7 the Company will refund any monies paid by the Client but will not be under any other liability whatsoever. For the avoidance of doubt this clause will not apply where the Event is cancelled, the date or venue of the Event changed or the Company cancels the contract due to circumstances beyond its reasonable control.

5.4 Cancellation by the Client will only be accepted at the discretion of the Company if in writing and signed by a director. The Company will be entitled to retain on demand the booking fee and. In addition, any costs or expenses incurred by the Company up to the date of cancellation and all loss or damage resulting from the cancellation in excess of the amount of the reservation fee and the deposit will be paid by the Client.

6 LIABILITY

6.1 The Company will not be liable for any loss or damage whatsoever if:-

6.1.1 the Event is cancelled

6.1.2 scheduled participants in the Event fail to attend

6.1.3 the time, date or venue of the Event is changed

6.1.4 the Company is unable to provide the Services due to circumstances beyond its reasonable control

6.2 Where the Company contracts with third parties in order to provide tickets or facilities for the Client it is expressly agreed that the Company acts as agent for the Client. The Company will not have any liability in respect of any direct or consequential loss or damage arising out of or in connection with the provision of goods or services by such third parties.

6.3 Any liability of the Company to the Client arising out of any breach of the Contract and/or the Company's negligence will be limited to 10% of the total Contract price. The Company shall have no further or other liability in respect of any direct or consequential loss or damage sustained by the Client. This clause is without prejudice to any liability of the Company for death or personal injury arising out of the Company or its servants or agents negligence or wilful default.

6.4 No term, condition, warranty or representation (whether express or implied by statute law custom or usage) as to the nature or quality of the Services or the conformity with any description is given by the Company or forms part of any Contract between the Company and the client. If any legislation makes unlawful to exclude or purport to exclude any term from the Contract, this Clause will not apply to that term. This provision will apply unless otherwise stated in these Conditions or unless otherwise agreed in writing by the Company.

6.5 The Client shall indemnify the Company against all costs, expenses, actions claims and demands whatsoever made by any person arising from any action omission or representation by the Client or breach of these conditions.

7 VARIATION OF ARRANGEMENTS

7.1 Where the Event is cancelled or the date or the venue of the Event is changed the Company will use its reasonable endeavours to offer the Client an alternative event date or venue (as the case may be) ("the Alternative"). If the Client accepts the alternative, the Company will be entitled to vary the total price to be charged. Any monies already paid by the Client will be taken into account against the new price. If the Client rejects the alternative the Company will be entitled to treat the Contract as cancelled by the Client and clause 5.4 will apply

7.2 The Company will not be under any liability to the Client if it is unable to offer an alternative. The Company will be entitled to claim any costs or expenses already incurred in connection with the Client's existing booking but will refund any other monies paid by the Client

8 ASSIGNMENT

The Client shall not be entitled to assign or part with the benefit of this contract but shall only use the Services for its own benefit and for its invitees who shall not under any circumstances be charged by the Client for attending the Event.

9 GENERAL

9.1 These Conditions and the Contract are governed by English Law. All parties to the contract agree to submit to the non-exclusive jurisdiction of the Courts of England and Wales

9.2 The headings in these Conditions are inserted for convenience only. They are not to affect their interpretation or construction. The parties will submit to the jurisdiction of the English Court

9.3 If any provision of these Conditions becomes illegal or void for any reason, the validity of the remaining provisions shall not be affected

9.4 Failure by the Company to enforce strict compliance with these Conditions by the Client will not constitute a waiver of the Company's rights under any of the Conditions

9.5 Your tickets and event information will be dispatched as soon as possible before the event providing full payment has been received

9.6 All accounts for services and goods provided at any event which are not covered by an inclusive package are due for payment within 14 days of receipt of invoice. Interest may be charged on outstanding accounts

9.7 Eventmasters give no Warranty (whether expressed or implied under statute or otherwise) as to the fitness, quality, suitability or otherwise of the event for which the hospitality is sold and all conditions (whether expressed or implied) as to its fitness, quality, suitability or otherwise (whether under Statute or otherwise) are excluded

9.8 Eventmasters has no control over the running of the Event and all details and descriptions in relation thereto are for guide purposes only

9.9 Eventmasters has no responsibility for any property or personal effects left at the Event

9.10 If Hospitality Packages are to be posted to the customer rather than collected by the customer at Eventmasters, then risk in the goods shall pass to the customer upon the items being posted to the address given by the customer. Eventmasters shall not be liable for any loss, damage or cost arising by non-delivery and reserves the right to levy an additional charge for issuing replacement tickets and documents for those lost whether in the post or otherwise.

9.11 Tickets are included and provided in all packages at face value. However, where necessary a sourcing fee may also be included in the package price. In some cases, for security reasons, the actual match or concert ticket will be issued on the day.

9.12 No food or drink may be brought into the enclosure at any time.