



Hospitality Booking – Terms and Conditions 2023

1. Definitions and Interpretations

In these conditions these words have the following meaning:

“The Company”	Henley Festival Limited.
“The Contract”	Any contract under which the company provides hospitality packages to the client.
“The Client”	The individual firm, company or other party with whom the Company contracts.
“The Event”	The day or days of the Henley Festival in connection with which the Company is providing Hospitality Packages to the Client.
“Holding Fee”	The amount of 25% of the total invoice by way of deposit taken to secure the booking. The Holding Fee is non-refundable.
“Hospitality Packages”	The Hospitality Packages and any other related services at The Event supplied by the Company to the Client in accordance with the Contract.
“Supply”	Includes any supply of Hospitality Packages and other services under the terms of the Contract between the Company and the Client.
“Ticket Terms and Conditions of Sale”	The terms and conditions of sale issued by the Company in respect of the tickets gaining entry to the Event and the performance at Event which the Contract remains “subject to”.

2. Contract Terms

2.1 Subject to Clause 2.6 the Contract will come into existence once the Company has received the full payment paid by the Client and accepted the Client Booking Form. The Company will not be under any obligation to the Client until the Contract comes into existence.

2.2 The Contract and the Client is also subject to the Ticket Terms and Conditions of Sale and unless otherwise agreed in writing by the Company these conditions will override any terms or conditions stipulated in or referred

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to by the Client in its order and Booking Form or in any pre-Contract negotiations or post Contract correspondence or exchanges.

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

2.4 The Company reserves the right to correct any clerical or typographical errors made by its employees, agents, subcontractors or suppliers at any time and such error will not form part of the Contract.

2.5 The submission of a completed and signed Booking Form by the Client shall be deemed as acceptance of these Terms and Conditions.

2.6 The Company reserves the right to terminate at its discretion the Contract and retain the deposit by serving 7 days' notice if the remaining amount due under the Contract and the issued invoice is not paid within 30 days of the date of the Contract and the invoice.

3 Prices

3.1 All prices quoted are exclusive of VAT and any other duties, taxes or charges.

4 Payment

4.1 The Company will invoice the Client for the full amount at the time their booking is accepted. The Client will pay 25% of the total amount to secure the booking (the "Holding Fee"). The Holding Fee is non-refundable.

4.2 Time for the remainder of the payment will be 30 days from the date of the Invoice and tickets will not be issued, nor a contract come into existence until payment in full is received.

4.3 The Client will not be entitled to withhold payment of any invoices by reason of any alleged right of set off or any claim or dispute with the Company.

5. Privacy

5.1 By purchasing Tickets and accepting these Terms, you acknowledge that your personal data will be processed by us in accordance with the Company Privacy Policy. You also acknowledge that your personal data will be processed by our Official Partners to arrange for your Tickets to be dispatched, provide you with any goods or services that you may have ordered, and send you such information as may be helpful for you to have in order to attend the Event.

5.2 Company Privacy Policy summary (for Company Shows & Events)

a) When you purchase a Company Show or event ticket, the Company and where applicable its ticketing partner

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use your personal data to provide the goods or service you have purchased and our legal basis for this processing is the purchase contract you have entered into with us.

b) We collect and use the following information about you:

Name, Address and postcode, Email address, Telephone numbers, Bank and/or credit card details, Membership number (if applicable)

c) We also create information about you that becomes your personal data such as; visits to Company Shows and events to obtain potential indicators of your Show or event interests. We will retain only your name, address, email address, phone number and your show ticket purchases for up to two years if you are not a Company member.

Where you have bought Show or event tickets from us, the Company may rely on our legitimate interest to communicate with you about other Company Shows or events or offers that you may be interested in, this may be via postal or email communication.

You can unsubscribe to emails from us by clicking on 'unsubscribe' in our email. You can also decide how to hear from us at any time by going to our website or contacting our team on 01491843400 or by emailing info@henley-festival.co.uk

You can also object to the way we process your data or exercise your rights under Data Protection by contacting the HFT Data Protection Officer at – dataofficer@henley-festival.co.uk.

6 Cancellation

6.1 In addition to Clause 2.6 the Company may cancel the contract for any other reason.

6.2 The Client may not cancel this Contract and Hospitality Packages are not refundable.

7 Liability

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

- a) the Event is cancelled
- b) scheduled participants and/or performers in the Event are changed
- c) the time, date or venue of the Event is changed
- d) the Company is unable to provide the Hospitality Packages due to circumstances beyond its reasonable control.

7.2 Where the Company contracts with third parties in order to provide some or part of the Hospitality Packages 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 some or part of the Hospitality Packages by such third parties.

7.3 The Company will have no liability at all in respect of the Hospitality Packages which are the subject of the Contract to any individual firm, company or other person other than the Client.

7.4 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 the price of the Hospitality Packages. The Company shall have no further or other

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liability in respect of 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 negligence and wilful default of the Company, its services, employees, agents or subcontractors.

7.5 The Client shall indemnify the Company against all costs, expenses, actions, claims and demands made or alleged by any person, firm, company or other party resulting from any action, omission or representation by the Client or any breach of their conditions by the Client.

8 Variation of Arrangements

8.1 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 acceptable alternative Event date, event or venue as the case may be.

8.2 Subject to Clause 8.1 Hospitality Packages are not refundable where the Event is cancelled or rescheduled

9 Assignment

9.1 The Client shall not be entitled to assign, transfer or part with the benefit of the contract in the Hospitality Packages supplied under the contract without the consent of the Company which if not forthcoming shall only use the Hospitality Packages for its own benefit and for its invitees who shall not under any circumstances have been charged by the Client or paid by the Client for attending the event.

10 General

10.1 These conditions in the Contract are governed by English Law and fall party to the Contract agreeing to submit to the non-exclusive jurisdiction of the Courts of England and Wales.

10.2 The headings in these conditions are inserted for convenience only, they are not to affect their interpretational construction. The Parties will submit to the jurisdiction of the English Courts.

10.3 If any provision of these conditions becomes illegal or void for any reason the validity of the remaining provisions shall not be affected.

10.4 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.

10.5 Your Hospitality Packages and Event information will be dispatched as soon as possible before the Event providing full payment has been received.

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10.6 All accounts or services provided at the Event which are not covered by the Hospitality Package are due for payment at the time.

10.7 The Company has no responsibility for any property or personal effects left at the Event.

10.8 If Hospitality Packages are to be posted to the Client rather than collected by the Client, then risk in the Hospitality Packages shall pass to the Client upon the items being posted to the address given by the Client. The Company shall not be liable for any loss, damage or cost arising by non-delivery and reserve the right to let in an additional charge for issuing replacement Hospitality Packages for those lost whether in the post or otherwise.

10.9 Challenge 25 – Anyone who appears under the age of 25 must produce ID or a proof of age card to receive an Adult Wristband. If they are unable to produce ID, an Under 18 wristband will be issued. If you hold an Adult ticket but cannot satisfy proof of age, you will receive an Under 18 wristband and replacement ticket. Both types of wristband grant entry to the Festival.

Suitable forms of ID that are acceptable include:

Passport or photo card driving licence issued in any EU country (provisional driving licenses are also acceptable).

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