

Terms and Conditions – Fawley River Club 2016

These Terms and Conditions are issued by Fawley Court Estates Ltd, a company incorporated in England with registration number 07294530 and having its registered office at Third Floor, 95 The Promenade, Cheltenham, Gloucestershire GL50 1HH. . It is your responsibility to familiarise yourself with these conditions and acceptance of these will result in a legally binding contract between you and Fawley Court Estates Ltd. By purchasing a ticket or entering Fawley Court Estate you are accepting these Terms and Conditions.

Reference:

“Event” refers to Henley Regatta at Fawley Court.

“You” refers to the holder of the Ticket and “Your” shall be read accordingly.

“Management”, “we”, “our” and “us” refers to Fawley Court Estates Ltd

“Terms and Conditions” refers to these terms and conditions posted on www.fawleycourt.com

“Venue” and “premises” refer to Fawley Court Estate, Henley on Thames

“Ticket” refers to any ticket and/ or hospitality package for the ticket holder to attend an Event at Fawley Court Estate.

Conditions relating to purchase of tickets

- I. All ticket purchases are non-refundable under any circumstances other than the cancellation of the event or the event being moved to an alternative date which prohibits the ticket holder from attending. In this instance the full value of the ticket less any booking fees, transaction fees, postage/credit card charges will be refunded.
- II. The Rules and Regulations of the venue and Promoter must be adhered to.
- III. Although we will do our best to keep you informed of any cancellation, it is the ticket holders' responsibility to establish whether an event has been cancelled and the date and time of any rearranged event.
- IV. There is no obligation to refund monies or exchange tickets should the Promoter subsequently offer any discount or promotion that makes tickets available at a price lower than that previously paid by any customer.
- V. Unless otherwise agreed by us, Tickets are not transferable. If not purchased from an authorised outlet, tickets may be declared void and will not guarantee entry to the venue.
- VI. If tickets that are dispatched by Special Delivery are returned to us as "addressee unknown", we reserve the right to cancel the order.
- VII. We reserve the right to cancel any tickets we believe to have been purchased fraudulently.

General Conditions

- 1.0 We reserve the right to refuse access to, or remove from site any attendee we consider to be causing offence to others. In this instance the booking will be cancelled without refund.
- 2.0 We insist that all our attendees ensure that their behaviour does not impair the enjoyment of others. Equally anyone behaving in a manner deemed unsociable or potentially dangerous will be ejected from the venue without refund. Any incident which is deemed to be breaking the law will result in prosecution.
- 3.0 If you are involved with abusive, threatening, drunken or other anti-social behaviour at the event, or are carrying offensive weapons or illegal or prohibited substances you may be refused admission to or ejected from the venue without compensation or refund. Any individual who has previously been removed from the site should not purchase a Ticket for any event as entry will be refused.
- 4.0 Failure to adhere to the Terms and Conditions will result in the booking being cancelled and the offender being either refused access or removed from the premises.
- 5.0 A speed limit of 10mph is in force in all areas of Fawley Court Estate and anyone breaching this limit will be removed from the estate. Any driving behavior on the estate which is deemed to be dangerous will result in immediate removal. Driving under the influence of alcohol will be reported to the police and you will be removed from site.
- 6.0 All vehicles and property are left entirely at the owner's own risk. No liability will be held for any damage or theft that may occur.
- 7.0 If we fail in any material way to comply with or are negligent in the performance of our obligations under this Agreement, we are responsible for loss or damage you suffer that is a foreseeable result of such failure or negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it is contemplated by you and us at the time we entered into this Agreement. We are not liable to you for any consequential loss (including without limitation) financial loss such as loss of profit, or otherwise, which you may incur for whatever reason, as a consequence of our failure to comply with the terms of this Agreement or our negligence.

We do not in any way exclude or limit our liability for:

- (a) death or personal injury caused by our negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
 - (d) any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); or
 - (e) defective products under the Consumer Protection Act 1987.
- 8.0 No food or drink is permitted to be brought on to the premises.
 - 9.0 With the exception of special assistance dogs, no animals shall be brought on to the premises.
 - 10.0 No trading whatsoever shall take place at the venue, should anyone be found doing so they will have their goods confiscated and they will be removed from the Venue.

- 11.0 The racing is organized by Henley Royal Regatta and is not controlled by Fawley Court Estates Ltd.
- 12.0 You, your vehicle and/or possessions may be subject to random searches before entering the Fawley Court Estate. If you are found to be in possession of illegal substances, you may be liable to prosecution. Any individual with items which are deemed illegal or unsuitable may be refused entry or ejected from the Fawley Court Estate. These items include, but are not limited to, illegal or intoxicating substances, fireworks, flares, sparklers, smoke or gas devices, smoke canisters, portable laser equipment, air horns, spray cans or any item that can be considered a weapon. Any person in possession of such articles will be refused entry or removed from the premises.
- 13.0 Please respect our neighbours and the local residents when travelling to and from the venue. We ask that noise is kept to a minimum after 11pm.
- 14.0 Fawley Court Estates Ltd operate a zero tolerance policy with regards to violence or abuse (verbal, on email or physical) towards any member of its staff at any time. Anybody displaying an such behaviour will be refused entry or removed from the venue. If deemed appropriate any incidents will be reported to the police.
- 15.0 Events Outside Our Control – We shall not be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control including without limitation strikes or other industrial action by third parties, civil commotion, terrorist attack, war, fire, explosion, natural disaster, failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport). If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract, we will contact you as soon as reasonably possible to notify you and our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for as long as the Event Outside Our Control lasts.
- 16.0 The copyright and any other intellectual property rights in any film, or other form of moving picture originated at Fawley Court Estate during Henley Royal Regatta shall not be used by you for any form of public advertisement or display or for any other purposes (except for the non commercial use/private enjoyment of the person making the film) without obtaining the prior written consent of the owner of those intellectual property rights;
- 17.0 Fawley Court Estates Ltd reserves the right at its absolute discretion not to allow professional still or moving picture camera equipment to be taken into or used respectively at or within the Venue and the remainder of the Premises, and, that still pictures, photographs, moving picture images and/or still pictures which are derived from moving picture images originated or recorded within the Premises shall only be used for the private enjoyment of the person filming or recording such still pictures, photographs or moving picture images and not for any commercial purpose;
- 18.0 By attending Fawley Court Estate, and agreeing to the terms and conditions as laid out you will be deemed to have:
- 18.1 consented to the use by Fawley Court Estates Ltd (and by any third party approved by us) for the purposes of or in connection with any publication, exhibition or broadcast (including any advertising or promotional literature, campaign or material)

in any media worldwide and approved by us, of any still or moving image taken at the Venue, where such image includes any image of the you; and

- 18.2 Waived your personality rights and/or privacy rights to the extent necessary to permit such use.
- 19.0 We will use our discretion in deciding when to enforce these Conditions. The nature and complexity of event operations means that we are unlikely to enforce these Conditions in every instance in which there is a breach. However, notwithstanding this we nonetheless reserve the right to enforce (without limitation whether by taking practical steps and/or bringing legal proceedings) in every instance where we deem it appropriate. No failure or delay to enforce, or decision by us not to enforce, should be construed as a waiver of our right to do so.
- 20.0 Each of the paragraphs of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 20.0 [Privacy Policy – To follow]
- 21.0 This agreement does not create any right enforceable by any person who is not a party to it under the Contracts (Rights of Third Parties) Act 1999 (the "Act") but does not affect any right or remedy that a third party has which exists or is available apart from that Act.

These Terms and Conditions shall be governed by and construed in all respects in accordance with English law and you agree to submit to the exclusive jurisdiction of the English courts.