

## 1. Definitions

These terms and conditions form the agreement between the Customer and OC Sport (the owner and organiser of the Extreme Sailing Series™) for the provision of a Hospitality Package(s).

Any terms defined in these terms and conditions shall have the meanings attributed to them below. References to the masculine shall include the feminine, neuter and vice versa.

1. **“Act”**: An Extreme Sailing Series™ event. In 2017 there are 8 Acts scheduled throughout the year.
2. **“Customer”**: The purchaser of a hospitality package(s) for the Extreme Sailing Series™;
3. **“Extreme Club”**: Any Extreme Sailing Series™ VIP area;
4. **“Event Date”**: The date of the Extreme Sailing Series™ Act or part of an Extreme Sailing Series™ Act for which the Customer’s booking applies to.
5. **“Guest”**: The final ticket bearer of the Customer’s booking.
6. **“Hospitality Package”**: Any Extreme Club admission ticket, food and drinks package, sailing experience and any combination thereof, as determined in the sales documentation provided by OC Sport;
7. **“Ticket”**: Any ticket or pass that entitles the bearer to a Hospitality Package.

## 2. Booking Confirmation

**2.1** Prior to the confirmation of any booking, the Customer must indicate their acceptance of these terms and conditions. The Customer hereby accepts these terms and conditions by submission of payment information and clicking the “Process secure payment” button on the payment information page in the online ticket buying process found at [www.extremesailingseries.com](http://www.extremesailingseries.com).

**2.2** The Customer acknowledges that all Hospitality Packages are subject to availability and that completion of the online booking process is not a guarantee of a booking of a Hospitality Package until confirmation has been received from OC Sport.

**2.3** When the Customer places a booking it shall be considered provisional until the Customer receives an email from OC Sport containing the details of his or her booking and a confirmation of that booking (**“Booking Confirmation”**).

**2.4** A booking shall only be considered confirmed upon issue of the Booking Confirmation.

**2.5** Full payment of the total package price is required to secure the Customer’s booking and is, subject to Clause 4, non-refundable.

## 3. Payment Terms

**3.1** The balance of the total Hospitality Package price (including any VAT due) (**“Total Price”**) must be paid before the Customer or the Guest(s) enters the Extreme Club on the Event Date.

**3.2** If payment of the package is not made in full in accordance with Clause 3.1 above, OC Sport reserves the right to cancel the booking and retain all (or, at its absolute discretion, part) of the payment unless OC Sport sells out of tickets for the Event Date and resells the unpaid Hospitality Package, in which case OC Sport shall refund to the Customer the Total Price less 10%.

**3.4** OC Sport reserves the right not to release documents or Tickets unless payment has been received in full.

**3.5** All prices are exclusive of VAT (unless otherwise stated).

#### **4. Cancellation by the Customer**

The Customer must notify OC Sport in writing if he wishes to cancel his booking of the Hospitality Package and the Customer shall compensate OC Sport for any direct damage or loss suffered by it as a result of the cancellation. OC Sport reserves the right to charge the following cancellation fees:

##### **Cancellation Notice Fee**

Cancellation more than twelve (12) weeks before the Act Date -	40% of the Total Price
Cancellation less than twelve (12) weeks before the Act Date -	100% of the Total Price

#### **5. Tickets and Post-sale**

5.1 Hospitality Packages may only be purchased from OC Sport directly or through its authorised agents.

5.2 Hospitality Packages must not be re-sold or transferred and must not, under any circumstances, be auctioned, offered for sale or re-sale in any manner whatsoever or used in contravention of these terms and conditions, unless otherwise agreed in writing by OC Sport.

5.3 Hospitality Packages are personal to the Customer and may only be used by the individuals identified and named as Guests for such a Hospitality Package.

5.4 The Hospitality Packages may not be used in any manner that would constitute a breach of applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010. If OC Sport reasonably suspects such use, OC Sport reserves the right to declare the Hospitality Package(s) null and void and OC Sport shall be entitled to refuse entry to the Customer and/or Guests.

5.5 In the event that a Customer's Ticket has been stolen or lost, OC Sport will issue a duplicate providing that the Customer issues a written statement of the request to OC Sport. If stolen, it is imperative that the theft is reported to the Police in order that a crime number can be allocated. This number is to be quoted on the Customer's written statement for a duplicate Ticket.

5.6 Subject to payment of the Total Price having been received by OC Sport, OC Sport shall send to the Customer at least two (2) weeks prior to the Event Date a Ticket for each Guest, in accordance with the details as notified by the Customer

5.7 The Customer shall be responsible for distributing the Tickets to their Guests. No person will be admitted to the Extreme Club without a valid Ticket. No liability is accepted by OC Sport in the event that a Guest is denied entry to the Extreme Club as a result of the Customer's or any Guest's failure to comply with this Agreement.

5.8 The Customer shall be responsible for the acts and omissions of himself and his Guests while attending the Extreme Club and shall ensure that his Guests comply with these terms and conditions at all times.

5.9 The Customer agrees to provide OC Sport with a dietary requirements list, including details of any food allergies, the name and contact number of the Customer's nominated "Host", the names of the Customer's Guests, and any other relevant information at least two (2) weeks prior to the Act Date.

5.10 OC Sport will pass on details of any dietary requirements to its caterer. However, OC Sport does not guarantee that any of the food or drink products served at the Extreme Club are free from nuts, wheat, lactose or any other allergens.

5.11 Privately booked areas and other entertainment facilities are not transferable and are subject to conditions laid down by OC Sport.

5.12 Under no circumstances are Customers or Guests permitted to bring their own food or drink into the Extreme Club.

5.13 Customers and Guests are expected to maintain an acceptable standard of dress while they are in the Extreme Club, and admittance may be refused to anyone dressed inappropriately.

## **6. Cancellation on the Day and Alternative Arrangements**

6.1 The Customer acknowledges that, due to variable weather conditions, safety considerations or any other material consideration of the organisers, OC Sport cannot guarantee:

1. the availability of sailing experiences, including Guest Sailor/Racer slots, on the Event Date;
2. the length of the racing; or
3. the quantity of races completed in a single day.

6.2 The Customer acknowledges that:

1. the commencement and/or duration of any sailing on the Event Date is dependent upon the weather and other factors that are outside the control of OC Sport; but
2. the hospitality facilities at the Extreme Club are not dependent upon the weather on the Event Date and, subject to Clause 6.3, will be available for use irrespective of whether a race or races are interrupted, suspended or cancelled.

6.3 The Customer agrees that OC Sport will not be liable to provide a refund for any cancellation or suspension of a sailing experience. The hospitality element of the Hospitality Package shall continue to be available to the Customer and the Guests for the day on which the Hospitality Package has been ordered and no refund shall be given in respect of it. In the event that OC Sport makes any material change to the Hospitality Package or cancels the Hospitality Package for any reason, OC Sport will use its reasonable endeavours to ensure that alternative arrangements are offered which are of at least equal or a superior standard. The Customer acknowledges that OC Sport may not be able to provide an alternative to a sailing experience on every occasion.

6.5 OC Sport shall not be liable for any failure to perform its obligations of this Agreement, including the cancellation of any Hospitality Packages or racing, arising from or attributable to acts, events, omissions or accidents which are beyond the reasonable control of OC Sport including, without limitation, any inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supplies, war, military operations, riot, crowd disorder, strike, lock-outs or other industrial action, terrorist action, civil commotion and any legislation, regulation, ruling or omission (including failure to grant any necessary permission) of any relevant government, court, competent national authority or Governing Body.

## **7. Liability**

7.1 OC Sport shall not be liable to the Customer in contract, tort (including negligence) or otherwise arising out of or in connection with this Agreement for:

1. any loss of revenues, loss of profits, loss of business or anticipated savings, loss of goodwill and/or reputation or loss arising out of business interruption (whether such losses are direct or indirect) or
2. any indirect or consequential loss or damage.

7.2 Subject to Clause 7.3, OC Sport shall not be liable for:

1. any injury whatsoever to the Customer or his Guests, nor for any loss or damage to or theft of their property howsoever such injury, loss or damage may be caused; or
2. any damage, loss, delay or expense incurred by the Customer owing to any event listed in Clause 6.5. In such an event, OC Sport shall use its reasonable endeavours to make alternative arrangements; including replacing tickers or passes for alternative days at the scheduled Act.

7.3 The Customer shall be responsible and reimburse OC Sport for any loss, damage, costs and expenses (including, without limitation, loss of profits) that the Customer or his Guests cause, whether within the Extreme Club or elsewhere. In the event that the Customer causes such damage or loss, OC Sport shall be entitled to invoice the Customer and the Customer shall pay such an invoice immediately.

7.4 Nothing within this Agreement shall limit or exclude either party's liability for death or personal injury caused by its negligence or for any loss, damage, costs and expenses caused by an act of fraud or which may not lawfully be excluded.

## **8. General**

8.1 These terms and conditions shall be incorporated into the Agreement between OC Sport and the Customer.

8.2 The Customer shall not assign, transfer or sell the Hospitality Package(s) or Ticket(s) to any third party, unless otherwise agreed in writing by OC Sport.

8.3 This Agreement (and any documents referred to in these Terms and Conditions) sets out the entire agreement and understanding between the parties in respect of the subject matter of this Agreement. The Customer acknowledges that he has entered into this Agreement in reliance only upon the representations, warranties and promises specifically contained or incorporated in this Agreement and, save as expressly set out in this Agreement, OC Sport shall have no liability in respect of any representation, warranty or promise made prior to the date of this Agreement unless such representation, warranty or promise was made fraudulently.

8.4 Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, be left at, or sent by pre-paid first class post, or electronic communication to OC Sport, details of which are given in the Booking Confirmation.

8.5 No purported variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties.

8.6 No failure or delay by OC Sport to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that (or any other) remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

8.7 No term of this Agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

8.8 This Agreement shall be governed by the laws of England and Wales and each of the parties irrevocably submits to the exclusive jurisdiction of the Courts of England and Wales. As a consumer, the Customer will benefit from any mandatory provisions of the law of the country in which he or she is a resident. Nothing in these terms and conditions, including this Clause 8.8, affects the Customer's rights as a consumer to rely on such mandatory provisions of local law.

8.9 Any Hospitality Package acquired in breach of these terms and conditions shall be null and void. OC Sport shall be entitled to confiscate or invalidate any Hospitality Package or Tickets, which are offered for sale or acquired in contravention of these terms and conditions.

8.10 These terms and conditions for the sale of Hospitality Packages at the Extreme Sailing Series™ constitute the terms under which Hospitality Packages are allocated to the Customer and all Guests. Any person who fails to comply with these terms and conditions shall be refused admittance to or ejected from the Extreme Club and may be denied the ability to purchase tickets for future events with the Extreme Sailing Series™.