

**HALCYON EVENTS
Terms & Conditions**

1. Interpretation

- 1.1 In these terms and conditions, the following words shall have the following meanings:
“Conditions” means the standard terms and conditions of sale set out in this document;
“Contract” means a legally binding contract made in accordance with these Conditions;
“Event” means the event to which the Hospitality Package relates;
“Hospitality Package” means the hospitality package to be sold to you by Halcyon;
“Halcyon” or “We” means Halcyon Events Limited (company number 06767069) whose registered office is at 2nd Floor, UK House, 82 Heath Road, Twickenham, Middlesex, TW1 4BW;
“Tickets” means the tickets, vouchers, passes or badges relating to the Hospitality Package;
“You” or “Client” means the purchaser of the Hospitality Package.
- 1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time. The headings in these Conditions are for convenience only and should not effect their interpretation. Where the context dictates in these Conditions, the singular shall include the plural and vice versa and one gender shall include the other gender.

2. Booking Terms and Conditions and Basis of Sale

- 2.1 The Conditions and the booking form comprise the Contract between you and Halcyon.
- 2.2 When you sign the booking form you are agreeing to the Conditions.
- 2.3 When you submit your booking form for a Hospitality Package, you appoint us to act as your agent to arrange accommodation and other services in relation to the Hospitality Package.
- 2.4 The receipt by Halcyon of an e-mail booking confirmation, postal/faxed booking confirmation or receipt of a deposit from you (whichever is the sooner) shall constitute acceptance of the booking by you and shall create a Contract subject to these Conditions.
- 2.5 These Conditions shall apply to the Contract to the exclusion of any other terms and conditions (including any terms and conditions which you purport to apply under any purchase order, booking form, confirmation of order, specification or other document).
- 2.6 One person should make the booking on behalf of the entire group (where applicable) in respect of any Hospitality Package. That person must be at least 18 years of age when they book the tour. This person must have the agreement of the entire group, to make the booking with us and Halcyon shall be under no obligation to verify or confirm such authority.
- 2.7 The booking individual shall be responsible for making sure all payments due for your Hospitality Package, are paid in full and at the appropriate time.
- 2.8 The booking individual must complete and sign a booking form, indicating the entire group travelling on the Hospitality Package.
- 2.9 A completed booking form and any applicable deposit must be submitted in accordance with the payment conditions set out herein.

3. Confirmation

An invoice confirming booking details shall be issued to the booking individual following receipt of your booking confirmation. Please check your invoice and all other documents thoroughly. As soon as you receive them, you must advise Halcyon without delay, if any details appear incorrect - it may not be possible to make amendments at a later date.

4. Variation

- 4.1 Whilst every reasonable effect will be made to ensure that the Hospitality Package is in accordance with the details as set out in any promotional material, Halcyon reserves in its absolute discretion to make changes to the Hospitality Package which do not in the opinion of Halcyon affect the quality of the Hospitality Package.
- 4.2 In the event it is necessary for Halcyon to make any material change to the Hospitality Package (other than due under the force majeure conditions set out below and/or the acts or omissions by you), Halcyon will use reasonable endeavours to offer you the option of an alternative Hospitality Package of comparable standard or, where such alternative Hospitality Package is not available or is unacceptable to you, will repay to you any deposit and any additional price already paid by you.

5. Disability or other medical conditions

- 5.1 If you or any member of your party, suffers from a medical condition or disability, which may affect their Hospitality Package arrangements, full details of the disability or medical condition must be disclosed to Halcyon.
- 5.2 If in the opinion of Halcyon a particular Hospitality Package is not suitable for the disability/medical condition, then Halcyon reserves the right to refuse a booking at our discretion.
- 5.3 In the event of the disability/medical condition not being disclosed to Halcyon before/at the time of booking, then we further reserve the right to cancel the booking at any stage and the cancellation charges set out in these Conditions will apply.
- 5.4 We welcome travellers with disabilities on many of our Hospitality Packages but regret that in some cases we are unable to do so, due to the travel arrangements and/or the hotels, which are featured. The suitability of any Hospitality Package will depend on the nature of a disability and in some cases whether an able-bodied companion accompanies the disabled person.
- 5.5 In order to ensure the comfort, safety and enjoyment of your Hospitality Package we ask all such intending travellers to provide details of any disability and any special requirements before booking, so that we can advise whether a particular Hospitality Package is suitable and, where appropriate, instruct our representatives accordingly.
- 6. Payment**
- 6.1 Halcyon will be under no duty to provide any services to you until the initial payment has been received in cleared funds.
- 6.2 The balance of the Hospitality Package price (if any) shall be payable within 60 days before the departure date for travel booked as part of the Hospitality Package or the Event date whichever is the sooner.
- 6.3 Halcyon shall be entitled to cancel the booking in the event that the balance has not been received in full, by 60 days before the departure date in which event, a cancellation charge of 100% of the Hospitality Package price will become due and you shall not be entitled to a refund.
- 6.4 Halcyon reserves the right to cancel any booking without any further notice, which is overdue in terms of any outstanding payment and all monies received to the date of such a cancellation shall be set off against any cancellation charge payable by you.
- 6.5 Halcyon reserves the right to levy a [£50] administration charge for each amendment made to the original booking at your request. All payments made to Halcyon by way of credit card shall be subject to a [3%] service charge.
- 7. Cancellation**
- 7.1 Should you cancel your Hospitality Package for any reason, such cancellation must be made in writing and by the booking individual for the entire group.
- 7.2 The cancellation date for the purposes of this Contract and these Conditions shall be the day of receipt of your notice to cancel at Halcyon's offices.
- 7.3 Halcyon shall not be obliged to provide any refunds where a Hospitality Package has been cancelled by a Client, and you acknowledge that refunds will not be paid and all monies received shall be applied to and against any and all suppliers and third party costs and expenses as well as costs and expenses of Halcyon in respect of your Hospitality Package.
- 7.4 Should the Event organizing body cancel an event for any reason whatsoever Halcyon shall not be liable for any losses incurred by you as a result of such cancellation.
- 7.5 Only refunds levied by the respective suppliers will be passed onto the Client.
- 7.6 In circumstances other than as set out in the force majeure conditions below or by your failure to comply with any of the Conditions it may be necessary for Halcyon to cancel a booking in respect of any Hospitality Package. In such circumstances Halcyon will notify you of the cancellation as soon as reasonably practicable. Halcyon will use reasonable endeavours to offer a similar Hospitality Package, if one is available, but if that is not acceptable to you, Halcyon will refund all monies paid.
- 8. Limitation of Liability**
- 8.1 Notwithstanding anything to the contrary contained in any promotional or other material or these Conditions, Halcyon shall not be liable to you for any indirect or consequential loss or damage (including without limitation, loss of revenue, loss of profits or loss of anticipated savings) arising out of or in connection with the performance of or any breach of the Contract or any representation, statement or tortious act or omission (including negligence) arising under or in connection

- with the Contract and the maximum aggregate liability of Halcyon to you for any and all claims made against Halcyon shall not exceed the total price paid for the Hospitality Package by you to Halcyon in respect of the Contract.
- 8.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 8.3 Nothing in these Conditions shall operate to exclude liability for death or personal injury resulting from the negligence of Halcyon or any damage or liability incurred by you as a result of fraudulent misrepresentation by Halcyon.
- 8.4 Halcyon accepts no responsibility for personal possessions brought into any venue or to any Event by you or your guests.
- 9. Insurance**
It is strongly advised that you take adequate insurance cover in respect of your Hospitality Package (including without limitation), in the event of cancellation due to illness, accident or injury. Halcyon shall not be responsible or liable to you or any other person if any passenger fails to take or has inadequate insurance cover.
- 10. Force Majeure**
10.1 Halcyon shall not be liable to you or be deemed to be in breach of the Contract or these Conditions by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Contract or to these Conditions if the delay or failure is due to any act beyond Halcyon's reasonable control, including but not limited to; an Act of God, explosion, flood, tempest, fire or accident; war of threat, terrorist activity or threat of terrorism, sabotage, insurrection, civil disturbance or requisition, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental or local authority, import or export regulations or embargoes, strikes, lockouts or other industrial actions or trade disputes, power failure or postponement or cancellation of the Event.
- 10.2 Halcyon shall not be liable for any claims or if any additional expenses incurred through delays, accidents, or disruption of planned itineraries beyond the control of Halcyon (e.g. wars, strikes, weather, act of God, etc), and such expenses (e.g. hotels, meals, telephone calls, flight tickets etc.) are to be borne by the Client.
- 11. Brochure / Website Accuracy**
Whilst all efforts have been made to produce accurate information in its website and brochures Halcyon accept no liability for any losses resulting from incorrect information. The information in the brochures, circular, leaflets, videos and other advertisements issued by Halcyon or its agents is given in good faith and unless specifically stated shall not form part of any contract between the Client and Halcyon. No agent, servant, representative or Client of Halcyon shall have any right to alter or vary or waive any of these Conditions.
- 12. Indemnity**
12.1 You, the Client, shall indemnify in full and hold harmless Halcyon from and against all claims, costs, damages, liabilities, expenses (including but not limited to legal expenses) demands and judgements awarded against or incurred or paid by Halcyon as a result of or in connection with any and all acts or omissions of you, your guests, employees, agents or subcontractors including but not limited to acts or omissions at the Event and damage caused to the venue by you or its guests.
- 12.2 You are responsible for all your guests and passengers and shall procure that all guests comply with these Conditions (where relevant) and with any rules, regulations and directions stated by Halcyon, the Event organisers and/or any venue owner including, without limitation, any and all conditions of sale to the Tickets.
- 13. Passports, Visas & Vaccinations**
The responsibility for the provision of current and valid passports, visas, vaccinations and inoculations and the like, where required, is that of the Client alone and Halcyon shall not be responsible or liable for any consequence of any nature arising from the Client failing to ensure that he/she has complied with all such requirements.
- 14. Client Obligations**
14.1 You shall not resell or otherwise transfer any part of the Hospitality Package and shall not use any or part of a Hospitality Package (including for the avoidance of doubt, any Tickets) as prizes in competitions, sweepstakes, raffles, draws or other commercial, promotional or charitable purposes without Halcyon's prior written consent.
- 14.2 You shall be responsible for ensuring the good and orderly behaviour of your guests whilst at any venue or Event and shall ensure that any person behaving in any unruly or abusive manner shall leave the venue or Event if requested to do so by Halcyon and/or any authorised staff of the Event organiser or venue.
- 15. Documents and Tickets**
15.1 Documents and Tickets shall only be issued and title to the Tickets and any other documents in respect of your Hospitality Package shall only pass following receipt of full and final payment of your Hospitality Package price.
- 15.2 Following receipt in full of the price for the relevant Hospitality Package, Halcyon shall attempt, but not be obliged to despatch Tickets and documents no later than two weeks prior to departure for your Hospitality Package.
- 15.3 Delivery charges will be for the Client's account and must be settled before departure.
- 15.4 In the event of cancellation of a Hospitality Package (for whatever reason) you agree to immediately return any or all Tickets received.
- 16. Break-aways and Claims**
16.1 Refunds will not be made for any missed Hospitality Package services, unused sightseeing trips or meals. Whilst it is possible to breakaway from the planned Hospitality Package itineraries, it is understood that such break-aways will be for the passenger's account and there will be no refunds under any circumstances for unused services.
- 16.2 For claims to be considered by Halcyon in respect of any Hospitality Package, they must be received in writing within 14 days of the termination of the Hospitality Package and be accompanied by supporting documentation and/or a statement from the ground operator verifying the nature and quantum of the claim. Any adjustment considered will be based on the actual cost of the services involved and the nature of the claim or fault. Halcyon shall not be liable in respect of any claim where notice of the claim is not received within 14 days of the termination of your Hospitality Package.
- 17. General**
17.1 The Contract is personal to you and you shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Contract. Halcyon shall be entitled to assign or sub-contract any of its rights, benefits and interests in or under the Contract to third parties.
- 17.2 Notices shall be deemed to be served on delivery when delivered by hand, on receipt of a printout confirming due transmission when transmitted by electronic mail or facsimile, or 5 days after mailing if sent by mail, provided the postage is properly paid and such notice is correctly addressed to the respective party at the address made known by each party prior to entering into the Contract. If a party changes its address for notification purposes, then it shall give the other party written notice of the new address and the date on which it shall become effective.
- 17.3 You acknowledge and agree on yours and each member of your group's behalf that your details including name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of Halcyon in connection with the Hospitality Package.
- 17.4 An entity which is not expressly a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract or these Conditions.
- 17.5 If any provision of these Conditions or the Contract is found by any competent authority or a court of law to be invalid or unenforceable for any reason, the invalidity or unenforceability of that provision will not affect the validity or enforceability of the remainder of these Conditions and the Contract shall continue in full force and effect.
- 17.6 Halcyon will use the data supplied by you in order to inform you of future Events and offers.
- 17.7 These Conditions and the Contract shall be governed by and construed in accordance with the laws of England, and the Customer agrees to submit to the exclusive jurisdiction of the English courts.