

Seriously Cool Events Terms and Conditions

The parties referred to in these Terms and Conditions shall be as follows:

- (a) Seriously Cool Events ('The Company' – Supplier of services)
- (b) The acceptor of the said services ('The Contracting Party')
- (c) The receiver of the said services ('The Client')
- (d) Persons acting as Servants or Agents for The Company ('The Servant or Agent')
- (e) Event or occasion to which the booking relates and in connection with the company is to provide the services ('The Event')
- (f) Yachting Security Deposits. The security deposit is a refundable sum, held by the management company and paid by the contracting party prior to the yacht charter, to cover losses and damages that may occur during the yachting event.

In entering into an agreement with The Company for the supply of services referenced in the Event Contract, the Contracting Party and each and every Guest of the Contracting Party agree to be bound by all the conditioned exceptions and provisions herein contained.

1. The Contract Price

The Contracting Party agrees to pay a booking deposit of 50% of total invoice value at the time of booking and the remaining 50% balance at least six weeks prior to the event. Events booked within the six week period before the date of the event will be invoiced 100% in full, to be paid in full on signature of contracts. Hospitality events are invoiced for 100% of the total event fee at the time of contract. Charges for extras incurred during the event will be invoiced after the event and are due for payment no later than thirty days from the invoice date. Additional charges must be approved in advance prior to the event and must be signed for. Unless otherwise agreed in writing by the Company the Company's quotations are provisional and may be altered at any time. All prices quoted are exclusive of VAT and any other duties, taxes or charges payable in respect of the services. The client will pay these in addition. The Company reserves the right to adjust the total prize of the Event and in particular to take account of Foreign Currency, Exchange Rates, fuel surcharges and travel operator surcharges. Payment of any increase will be made by the Client within seven days of invoice.

2. Confirmation

The Company will only accept a booking upon receipt of written or emailed confirmation and once this is received a contract will be deemed to have been made. Until the booking deposit is paid and the contract signed and returned, The Company shall be free to offer the date in question to other parties. Until acceptance the company is under no obligation to the client. Any description or specification contained in the Company's advertising material is intended to present a general picture of the services and will not form any representation or be part of the contract. The Company reserves the right to correct any clerical or typographical errors made by its employees at any time. The making of a booking with us, however confirmed is deemed as acceptance by the client of the terms and conditions.

3. Cancellation

If for any reason The Contracting Party cancels the booking Seriously Cool Events shall be entitled to keep the deposit. If the contracting party cancels the booking 28 days or less prior to the event date, the contracting party shall also pay to Seriously Cool Events a cancellation fee equal to:
Within 60 days: 100% over 60 days: 75 % of the event price less any monies paid.

Seriously Cool Events may cancel the booking at any time upon repayment to the contracting party of all sums already paid.

The liability of Seriously Cool Events to the contracting party shall at no time be greater than the amount of the contracted fee. Should The Contracting Party cancel the event and an event replacement is put into place with Seriously Cool Events the Contracting Party will not incur a cancellation fee. If the Contracting Party cancels the event and a replacement is not booked with Seriously Cool Events the cancellation terms apply in full. Cancellation by the Client will only be accepted at the discretion of the Company if in writing and signed by the Director.

Cancellation will incur if the Client fails to make any payment when it is due.

4. Reduction in Numbers

Should the contracting party reduce the number of guests, that he has contracted on behalf of, thirty days or more prior to the event date, The Contracting Party shall be liable to pay a cancellation charge of 85% of the full price attributable to each such guest. If guest numbers reduce within fourteen days of the event date The Contracting Party shall be liable to pay 100% of the price attributable to each guest. In the event that The Contracting Party reduces the number of guests below a certain threshold, to be set by The Company, The Company reserves the right to re-price the event in its entirety. If the contract is for a fixed rate price based on the quoted maximum number and guest numbers drop prior to or on the day of the event the fixed rate price remains the same. For fixed rate contracts if additional guests attend The Company will send The Contracting Party an additional invoice.

5. Post Event Extras Invoices

Invoices for extras shall be payable no later than thirty days following the date in which the invoice is dated. . A 5 % administration charge will occur for all post event invoices, unless agreed in writing by the company beforehand. Accounting facilities with the Company must be set up and agreed prior to your event date by the Client and in agreeance with the Company.

6. Late Payment

If payment is not made within the terms set out above, Seriously Cool Events reserve the right to charge interest at 2% above the base rate per week on overdue fees or cancel the event. If the event is cancelled due to payment not being made in full the client will become liable for such cancellation charges set out in clause 3.

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7. The Company's Authority

The Contracting Party and each and every guest agree to abide and comply with any request or order made by or on The Company's behalf on all grounds of safety and that The Company's opinion is final and will be abided by howsoever expressed. If in the opinion of The Company, its Servants or Agents, The Contracting Party or guest is behaving dangerously or is acting in a manner which would or may, In the opinion of The Company, its Servants or Agents, lead to a disruption of the services at the contracted event, The Contracting Party or guest will, at the request or order of The Company, its Servants or Agents leave the event for the rest of the day contracted for, without The Company, its Servants or Agents, encountering any liability. For sailing and water based events all clients will be required to wear a lifejacket whilst on board boats. All clients will be required to wear a lifejacket whilst on board Ribs. All clients will be required to wear a lifejacket if your skipper has requested. For all sailing events the skippers word is final.

For land based events many of the activities provided by The Company may be physically strenuous. The Client undertakes to ensure that all participants are healthy and capable of undertaking the activities and The Company cannot be responsible for illness or injury due to the health of the participant. If you are unsure please contact your Doctor for advice.

8. Liability

The Company shall be sole liable for the acts, omissions and /or negligence of its employees and its products and shall, at its own expense, maintain a public and employers liability insurance policy with established insurer with an indemnity limit for one (1) occurrence of not less than £5,000,000 (five Million pounds) and shall furnish the Contracting Party upon request at any reasonable time with proof of the existence and the extent of cover. Such cover must be extent during the course of the Agreement.

Subject to the aforementioned the Contracting Party accept liability to pay in full for any damage or loss to boats, vehicles, property, waterproof clothing, or other equipment supplied by The Company, arising out of an act or omission of The Contracting Party. The Contracting Party agree to limit any claims against The Company to the risks and amounts insured against by The Company and agree to observe the terms and conditions thereof. A synopsis of the insurance policy is available to all Contracting Party's The Contracting Party and each and every guest at their cost may increase the limit of their insurance cover by prior arrangement with The Company and its insurers. The Company and its Servants or Agents accept no responsibility in respect of any damage whatsoever to any property of The Contracting Party except where such damage is caused by the negligence of The Company, its Servants or Agents.

8.1 For Yacht, Rib and Power Boat events a damage security deposit will be held by the management company in reduction of extinction of the following:

- Any liability by the contracting party, howsoever the same may arise
- The cost of repairing or damage to the yacht, her equipment, or furnishings which occurs during the event, and which is for any reason not recoverable under the owners insurance, however the same shall occur. The cost of repairing is to cover both loss or damage notified to the managing agent, or that which becomes apparent after the event but is attributable to the event.
- Any liability arising from damage caused to third party property.

8.2 Subject, as foresaid, the security deposit or any balance remaining shall be returned to the contracting party within 14 days after the re delivery of the yacht, or in the event of dispute, upon the determination of such dispute.

8.3 The Company will not be liable for any loss or damage whatsoever if the time, date or venue of the Event is changed.

8.4 The Company will not be liable for any loss or damage whatsoever 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.

8.5 No refund can be made in the case of a cancellation or postponement of an event such as sporting fixtures, pop concerts or other recreational activities.

8.6 The Company does not accept liability in respect of loss or damage to the clients baggage or personal belongings.

9. Indemnities

The Contracting Party agree to save The Company its Servants or Agents, harmless from and to indemnify The Company, its Servants or Agents against all actions claims, costs, expenses and demands in respect of death or injury to The Contracting Party, arising out of or in connection with attendance at the contracted event in circumstances where The Company is not at fault. Should The Company cause any losses or damages to The Client arising out of the attendance where The Company is at fault, The Company will reimburse the Client for losses suffered. The total aggregate liabilities of the Company including indemnities shall be limited to £5,000,000.

10. Force Majeure

The Company, its Servants or Agents accept no responsibility for matters outside The Company's control causing the contracted event to be cancelled or altered from the advertised or contracted for programme. The Contracting Party agrees that The Company may change the event contracted for without reduction in price in the instance of weather conditions rendering the original event impractical or dangerous or acts of God, strikes, lock out, Act of Government of Authority, acts of terrorism, blockade, invasion, war, sabotage, storm, collision, fog, or any other occurrence whether similar or dissimilar wholly beyond the control of either party.

11. Exemption

It is hereby expressly agreed that each and every Servant or Agent of The Company (including every independent contractor employed by The Company) shall take the benefit of every exemption and limitation here and contained and every exemption from liability, defence and immunity of whatsoever nature applicable to the Company or to which The Company is entitled shall also be available and shall extend to protect every such Servant or Agent of The Company. The Company is or shall be deemed to be acting as Agent or Trustee on Behalf of and for the benefit of all persons who are or might be its Servants or Agents from time to time (including independent contractors as aforesaid) and all such persons shall to this extent be or be deemed to be parties to the contract evidenced by this agreement.

12. Invalidity

If any term of this agreement is deemed to be void or unenforceable whether in whole or in part, the validity and enforceability of the remainder of this agreement including any part of such term which is not held to be invalid shall not be prejudiced or effected and shall continue to apply subject to such amendment.

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13. Additions, Alterations and Assignment

Any additions or Alterations of the Terms and Conditions of this agreement shall be null and void unless agreed upon in writing by The Parties. 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.

14. Safety

The Company will ensure to the Contracting Party and each and every Guest of the Contracting Party, and every servant or agent of the Company, that the event complies with all applicable safety and other regulations.

15. Postage

If Hospitality package tickets are to be posted to the customer rather than collected by the customer at Seriously Cool Events, then risk in the goods shall pass to the customer / The Client upon the items being posted to the address given by the customer / The Client. Seriously Cool Events 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.

16. Hospitality Tickets

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, match or hospitality tickets will be issued on the day. Seriously Cool Events 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 condition as to its fitness, suitability or otherwise are excluded.

17. Brochure Descriptions

The Company has taken every care to ensure that the descriptions of the events are accurate, however, errors do sometimes occur and occasionally amenities may be modified or withdrawn. The Company accepts no responsibility for any errors or modifications beyond its control.

18. Complaints and Disputes

In the event of dissatisfaction or complaints, the Client should first notify the Company in writing within one week of the event. Disputes which cannot be settled amicably will be determined by the Wiltshire court, whom the parties by this agreement give jurisdiction notwithstanding either their respective geographical locations or the amount in dispute exceeds the county court statutory limit from time to time in force.

LAW

This Agreement shall be construed and governed in accordance with English Law and the parties agree to submit to the jurisdiction of the English Courts. Any contract resulting in the proposal submitted by The Company will incorporate these terms and conditions.

IDENTIFICATION

The Company shall not without the Contracting Party's prior written consent: (a) disclose to any third party the contents and/or the facts of this Agreement; or (b) engage in any advertising, promotion or publicity related to this Agreement; or (c) make public use of Contracting Party's trade name, trademark, service mark, insignia, symbol, logo, or other designation of the contracting party or its affiliates.