

HDK Events Ltd – Terms and Conditions

These terms and conditions shall apply to all bookings made with HDK Events Limited, a company registered in England and Wales under number 10616610, whose registered address is Vantage House Euxton Lane, Euxton, Chorley, Lancashire, England, PR7 6TB hereinafter known as “the Company”.

Please read these terms and conditions carefully before booking your event, you should understand that by booking an event with us you agree to be bound by these terms and conditions.

By booking an event with us, you warrant that (a) you are legally capable of entering into binding contracts; and (b) you are at least 18 years old; and (c) you are resident in the UK.

In the event of conflict between these Terms and Conditions and any other terms and conditions (of the Client or otherwise), the former shall prevail unless expressly otherwise agreed by us in writing.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Accommodation” means the accommodation supplied to you as part of the Event;

“the Agreement” means the agreement entered into by the Client and the Company incorporating these Terms and Conditions which shall govern the Event;

“Client” means you, any individual who makes a booking with the Company;

“Confidential Information” means, in relation to either Party, information which is disclosed to that Party by the other Party in accordance or connection with the Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);

“Confirmation” means the notification made by the Company that the booking has been accepted. This notification is subject to these Terms and Conditions;

“Event” means the event the subject of the Agreement;

“Services” means the Event management services to be provided by the Company;

“Total Price” means the total sums payable for the Event.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 “writing”, and “written” includes emails, Whatsapp and similar communications;

1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;

1.2.4 a Schedule is a schedule to these Terms and Conditions;

1.2.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule; and

1.2.6 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.

1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

1.4 Words imparting the singular number shall include the plural and vice versa.

1.5 References to any gender shall include the other gender.

1.6 References to persons shall include corporations.

2. Booking

2.1 These Terms and Conditions govern the sale of all Events by us and will form the basis of the Contract between you and us.

2.2 The Event can be provisionally booked over the telephone or by email.

2.3 Your booking constitutes an offer to us. All bookings are subject to acceptance by us and we will confirm such acceptance to you by sending you an email to advise that the booking has been successfully confirmed. The contract between us will only be formed when we send you the booking confirmation.

2.4 You shall be asked to make a deposit at the time of making your booking as notified by us. This deposit shall be non-refundable. Bookings shall not be deemed confirmed until we receive payment of any deposit in full.

2.5 It shall be your responsibility to disclose anything that may be relevant to your or any Participant's ability to take part in the Event at the time of booking. This may include, but is not limited to, disability access or dietary requirements and allergies, or any criminal convictions as are appropriate to the Event and Services.

2.6 If you fail to disclose any relevant information and we are informed after your booking, we reserve the right to charge for any additional fees we may incur as a result, or in some cases, we may need to cancel your Event.

3. The Services

3.1 The deposit required to book the Event shall be notified to you at the time of booking. Deposits are taken at the time of the booking, and are non-refundable.

3.2 Unless otherwise stated on the booking confirmation, we shall not be responsible for any of your travel arrangements to or from your Event destination, as specified on your booking.

3.3 We reserve the right to refuse entry, or remove from the Event, without any right to a refund, any person who, in our sole opinion, is exhibiting offensive, violent or unsafe behaviour.

4. Your Responsibilities

4.1 You shall be responsible for ensuring you bring any medical aids or medications as required, we will not be able to source such unless otherwise agreed.

4.2 You must designate a group leader, who agrees on behalf of all persons detailed on the booking that they:

4.2.1 Have read these terms and conditions, have the authority to do and agree to be bound by them;

4.2.2 Consent to the use of personal data in accordance with our Privacy Policy, and are authorised to disclose their personal details to us, including where applicable special categories of data;

4.2.3 are over the age of 18 years of age, and where placing an order for services with age restrictions declares that all members of the party are of the appropriate age to purchase and participate in those services; and

4.2.4 Accept financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

4.3 If the client is no longer acting as the group leader, you must notify us immediately in writing of their replacement.

4.4 You must provide us with a group size so we can plan accordingly. If this changes, you must notify us at least 8 weeks before the event date for Accommodation, and 4 weeks for activities. If you fail to do this, we will assume the group size is the same as on the booking confirmation.

4.5 If group size changes, additional deposits and interim payments may be chargeable.

5. Price and Payment

5.1 The price of the Event will be as stated on our website correct at the date of your booking, except in the cases of obvious error, or such other price as may be agreed in writing by us. We are under no obligation to provide the Event at the incorrect (lower) price, even after we have sent you a booking confirmation, if the price error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing.

5.2 If the price increases during the period between your acceptance of the Quotation and the date of your Event, we will inform you of the increase and of any difference in the Total Price. Where the Total Price increase is more than 8% of the original, you shall be able to cancel the contract in accordance with clause 8.

5.3 The balance of the Accommodation booking shall be paid to the Company no later than 8 weeks before your check-in date.

5.4 The balance for the services booking shall be paid to the Company no later than 4 weeks before the event.

5.5 If the booking is made within 12 weeks prior to the first day of the Event, the Total Price may be payable in full at the time of booking.

5.6 All payments should be made to the Company in pounds sterling by card (except American Express) or BACS.

5.7 No itineraries or other final details with respect to the Event will be forwarded to the Client until payment has been received by the Company in full.

5.8 In the event of late payment of the final balance, we reserve the right to charge a daily penalty fee of 4% of the total outstanding balance from the date of the next working day after the final balance is due for payment. In all cases, you will be notified of such charges where applicable, and this fee will be clearly stated on your final balance invoice.

5.9 In the event of late payment, we also reserve the right to cancel the Event with no refund of the deposit paid, and invoice you for full outstanding payment of the final balance plus the associated penalty fees stated above.

5.10 We reserve the right to take a damage deposit from you to recover any costs which may be incurred subject to clauses 6.2 and 6.3. This may be taken as pre-authorisation on a credit card or by actual monies taken and held on your behalf which shall be returned should a claim under clauses 6.2 and 6.3 not be required.

6. Accommodation: this clause applies where we are providing accommodation as part of your Event:

6.1 Check in and check out times shall be notified to you a reasonable period before your Event. We may be able to arrange for late and/or early check in or out with prior notice, however we cannot guarantee this, and should you not vacate the premises we will be entitled to charge you for an additional night's Accommodation at the standard applicable rate.

6.2 You must conduct yourself in a reasonable and responsible manner at all times when at the Accommodation and must not act in any way which may disturb other guests or neighbours. If you do not, we may ask you to vacate the Accommodation and in that case, you must immediately pay us all sums due. we may take pre-authorisation by the card.

6.3 You may not smoke in the Accommodation. If you do not comply with this clause 6.3, we may charge you for any and all costs we incur for cleaning the Accommodation (including, but not limited to, fixtures, fittings and soft furnishings) and restoring it to a smoke-free environment.

6.4 Any child under the age of 16 may only stay in the Accommodation if accompanied by an adult.

6.5 We will charge you for any and all damage caused by you to the Accommodation, any equipment, property and the surrounding areas during your stay.

6.6 All of the above rules will also apply to members of your party and your guests, and you shall be responsible for any breach of the above rules by any of them.

7. Activities: this clause applies where we are providing activities and excursions as part of your Event:

7.1 Your Event shall be exclusive of all food and drink unless otherwise agreed. Should meals be arranged, specific dietary requirements can be catered for, by prior arrangement only.

7.2 We shall provide excursions and activities as agreed within your booking. It shall be your responsibility to ensure that you are on time for these at the agreed destinations with appropriate clothing and equipment as required.

7.3 Should we be responsible for arranging travel for you, pick up times shall be told to you in advance, it is your responsibility to ensure you are at the departure points on time, and ready to depart both outward and on return. Travel shall not be delayed and you shall miss an excursion or activity if you are not able to leave on time.

7.4 All materials and equipment for activities shall be supplied to you unless otherwise agreed, however it is advised that you wear suitable clothing which may include older clothes which may be damaged. You must pay due care and attention when

completing activities and follow all instruction given by any staff or instructors.

8. Cancellation

8.1 If the Client wishes to cancel the Event, they may do so at any time by giving written notice to the Company. However please note:

8.1.1 If the cancellation occurs 8 weeks before the event, you are liable for the full deposit.

8.1.2 If the cancellation occurs less than 8 weeks before the event date, the Client shall be liable for 100% of the full contract price.

8.1.3 any additional costs reasonably incurred by the Company in cancelling any arrangements connected with the Event shall be paid by the Client on demand, including any compensation required to other Clients where the cancellation affects their Event for any reason.

8.2 If, due to circumstances beyond our control, we have to make any change in the arrangements relating to your Event, we shall notify you as soon as possible. We shall endeavour to keep such changes to a minimum and shall seek to offer you arrangements as close to the original, or better, as reasonably possible in the circumstances. If we have to make a significant change for any reason, we shall offer you the alternative or an option to cancel with all sums refunded and no termination costs.

8.3 We reserve the right to cancel the Event at least 20 days prior to the start of the Event where we have not reached the minimum number of participants.

9. Data Protection

9.1 We respect and value your privacy and also the security of your data. Information that you give to us when contacting us will be used only for the provision of the Services.

9.2 Notwithstanding the above, we reserve the right to take and with your permission use photographs and videos from the Event, and testimonials given by you, in marketing literature and on our website.

9.3 Your data is stored securely in accordance with the General Data Protection Regulations. All such data stored electronically is password protected and encrypted.

9.4 We will not share any of your information with any other agency, company or business for any other purpose than providing our services at any time, unless required to do so by law.

10. Complaints: We always welcome feedback from our customers and, while we always use all reasonable endeavours to ensure that your experience as a customer of ours is a positive one, we nevertheless want to hear from you if you have any cause for complaint. Please make any complaint to us in writing by email at hello@hdkevents.co.uk.

11. Insurance: we shall ensure that we have sufficient public liability, insolvency, tour operators liability and other applicable insurances to provide the Event. It is your responsibility to hold sufficient medical and Event insurance cover for your travels.

12. No Waiver: No failure or delay by either Party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

13. Set-Off: Neither Party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under the Agreement or any other agreement at any time.

14. Sub-Contracting

14.1 We shall be entitled to perform any of the obligations undertaken through any other member of our group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of the Agreement, be deemed to be an act or omission of ours.

15. Relationship of the Parties: Nothing in the Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Agreement.

16. Limitation of Liability

16.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when our contract with you is created. We will not be responsible for any loss or damage that is not foreseeable.

16.2 Whilst we provide suitable security measures for the Accommodation and any car parking areas at the site, we do not guarantee that other guests or members of the general public will not steal or damage your vehicle or property and/or engage in criminal activity, and accordingly, when you park or leave your property at the Accommodation, you accept the risk of theft or damage of or to your vehicle and property if it is caused by any person other than our staff or contractors.

16.3 We provide all Services only for your personal and private use/purposes. We make no warranty or representation that the Services or equipment or materials that we provide are fit for commercial, business, industrial, trade or professional purposes of any kind. We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.

16.4 Nothing in these Terms and Conditions is intended to or will exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.

16.5 Further, if you are a Consumer as defined by the Consumer Rights Act 2015, or a consumer for the purposes of any other consumer protection legislation, nothing in these Terms and Conditions is intended to or will exclude, limit, prejudice, or otherwise affect any of our duties or obligations to you, or your rights or remedies, or our liability to you, under:

16.5.1 the Consumer Rights Act 2015;

16.5.2 the Regulations;

16.5.3 the Consumer Protection Act 1987; or

16.5.4 any other consumer protection legislation;

as that legislation is amended from time to time.

For more details of your legal rights, please refer to your local Citizens Advice Bureau or Trading Standards Office.

17. Communications: Applicable laws require that some of the information or communications the Company sends to the Client should be in writing. When using our website, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirements that such communication be in writing. This condition does not affect your statutory rights.

18. Notices: Notices shall be deemed to have been duly received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three working days after the date of posting of any letter. In proving the

service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed to the address you provided to us, stamped and placed in the post and; in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

19. Events outside our control (Force Majeure): Neither party will be liable for any failure or delay in performing their obligations under the Contract where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

20. Data Protection

20.1 Both parties agree to comply with all applicable data protection legislation in force including, but not limited to, the Data Protection Act 2018, the UK General Data Protection Regulation, and any subsequent amendments to them.

20.2 For further information on our processing of personal data, please refer to our privacy policy, available on our website.

20.3 You warrant and agree that if you pass us the personal data of any third party (including, but not limited to, all attendees and speakers), you have obtained the express permission of such parties to pass their data to us as a third party. We will only collect, use and hold such data to perform our obligations under the Contract.

20.4 We may take and use photographs and videos from the Project in marketing literature, on social media and on our website. Please let us know if you do not consent to this. Any photographs and videos we take will belong to us.

21. Literature and Representations: Any marketing literature including but not limited to our website is presented in good faith as a guide to represent the services offered and does not form a part of the Contract. None of our employees or agents are authorised to make any representation concerning the Services unless confirmed by us in writing. In entering into the Contract, you acknowledge that you do not rely on and waive any claim for breach of any such representations, which are not so confirmed.

22. Entire Agreement

22.1 The Agreement contains the entire agreement between the Parties with respect to its subject matter. We intend to rely upon these Terms and Conditions and any document expressly referred to in them in relation to the subject matter of this Agreement. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask us for any variations from these Terms and Conditions to be confirmed in writing, electronic or otherwise.

22.2 Each Party acknowledges that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

23. Our right to vary these terms and conditions: We have the right to revise and amend these Terms and Conditions from time to time to reflect changes in market conditions affecting our business, changes in payment methods and changes in relevant laws and regulatory requirements.

24. Severance: In the event that one or more of the provisions of the Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Agreement. The remainder of the Agreement shall be valid and enforceable.

25. Law and Jurisdiction: This Contract shall in all respects be subject to and construed in accordance with English Law. Any dispute between the parties to this Contract shall be referred to the exclusive jurisdiction of the English Courts.