

Pure Henley Catering Limited
Food and/or Beverage Package and/or Hospitality Package Terms and Conditions of Booking

1. Definitions and Interpretations

In these conditions these words have the following meaning:

“The Company”	Pure Henley Catering Limited. Company Registration No. 08154190 141-143 St Albans Road, Watford, WD17 1RA
“The Contract”	Any contract under which the company provides Food and/or Beverage Packages or Hospitality Packages to the Client.
“The Client”	The individual firm, company or other party with whom the Company contracts.
“The Event”	The day or days of the Henley Festival in connection with which the Company is providing Food and/or Beverage Packages or Hospitality Packages to the Client.
“Package(s)”	The Food and/or Beverage or the Hospitality Packages and any other related services at The Event supplied by the Company to the Client in accordance with the Contract.
“Supply”	Includes any supply of Food and/or Beverage or Hospitality Packages and other services under the terms of the Contract between the Company and the Client.
“Ticket Terms and Conditions of Sale”	The terms and conditions of sale issued by the Company in respect of the tickets gaining entry to the Event and the performance at Event which the Contract is subject to https://uk.patronbase.com/_HenleyFestival/Pages/Terms?layout=mini&_ga=1.225916050.901807899.1355756927 .

2 Contract Terms

- 2.1 The Contract will only come into existence once the Company has received full payment for the purchase of the Package. The Company will not be under any obligation to the Client until the Contract comes into existence.
- 2.2 The Contract and the Client is also subject to the Ticket Terms and Conditions of Sale and unless otherwise agreed in writing by the Company, these conditions will override any terms or conditions stipulated in or referred to by the Client in its order or in any pre Contract negotiations or post Contract correspondence or exchanges.
- 2.3 Any description or specification contained in the Company’s brochures, catalogues, price lists or other advertising materials is intended merely to present a general picture of the Packages and will not form a representation or be part of the Contract.
- 2.4 The Company reserves the right to correct any clerical or typographical errors made by its employees, agents, subcontractors or suppliers at any time and such error will not form part of the Contract.
- 2.5 The submission of a Booking Form or payment by the Client shall be deemed as acceptance of these Terms and Conditions.

3 Prices

- 3.1 All prices quoted in respect of Food and/or Beverage Packages are inclusive of VAT and any other duties, taxes or charges.
- 3.2 All prices quoted in respect of Hospitality Packages are exclusive of VAT and any other duties, taxes or charges.

4 Payment

- 4.1 The full amount for the payment of the Package is required at the time of booking. The Contract will not come into existence and ticket will not be issued until payment in full is received.
- 4.2 The Client will not be entitled to withhold payment of any invoices, by reason of, any alleged right of set off or any claim or dispute with the Company.

5 Cancellation

- 5.1 The Company may cancel the contract for any reason provided it gives at least 2 weeks prior written notice to the Client. Subject to Clause 7, the Company will refund any monies paid by the Client but will not be under any liability whatsoever. For the avoidance of doubt this clause will not apply where the Event is cancelled, the date or venue of the Event is changed or the Company cancels the Contract due to circumstances beyond its reasonable control.
- 5.2 The Client may not cancel this Contract and Packages are not subject to Clause 7 refundable.

6 Liability

- 6.1 The Company will not be liable for any loss or damage whatsoever if:
 - a) the Event is cancelled
 - b) scheduled participants and/or performers in the Event are changed

- c) the time, date or venue of the Event is changed
- d) the Company is unable to provide the Hospitality Packages due to circumstances beyond its reasonable control.
- 6.2 Where the Company contracts with third parties in order to provide some or part of the Hospitality Packages, 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 some or part of the Packages by such third parties.
- 6.3 The Company will have no liability at all in respect of the Packages which are the subject of the Contract to any individual firm, company or other person other than the Client.
- 6.4 Any liability of the Company to the Client arising out of any breach of the Contract and/or the Company's negligence will be limited to the price of the Package purchased. The Company shall have no further or other liability in respect of direct or consequential loss or damage sustained by the Client. This clause is without prejudice to any liability of the Company for death or personal injury arising out of the negligence and wilful default of the Company, its services, employees, agents or subcontractors.
- 6.5 The Client shall indemnify the Company against all costs, expenses, actions, claims and demands made or alleged by any person, firm, company or other party resulting from any action, omission or representation by the Client or any breach of their conditions by the Client.

7 Variation of Arrangements

- 7.1 Where the Event is cancelled or the Venue of the Event is changed or rescheduled, the Company will use reasonable endeavours to offer the Client an appropriate and acceptable Event date, Event or Venue as the case may be. For this purpose, this "acceptable and appropriate" is a change, which in the opinion of Pure Henley Catering Limited, is reasonable in all circumstances.
- 7.2 Subject to Clause 7.1 Packages are not refundable. Where there is a material change to the programme of the Event Packages will be refunded if in the opinion of Pure Henley Catering Limited, the change is material and makes the Event or Venue materially different to the Event or Venue each time which the Client could reasonably expect.
- 7.3 Refunds will only be made to the Client and will only be made by the same method used to purchase the Packages. When this was the case of cash, the Client would be required to collect and sign for any refunded or reimbursed cash from the office of Henley Festival which the Client generally could reasonably expect.

8 Assignment

- 8.1 The Client shall not be entitled to assign, transfer or part with the benefit of the Contract in the Packages supplied under the contract, but shall only use the Packages for its own benefit and for its invitees who shall not under any circumstances have been charged by the Client or paid by the Client for attending the Event, other than the reimbursement by the invitees to the Client for the original face value of the Package.

9 General

- 9.1 These conditions in the Contract are governed by English Law and fall party to the Contract agreeing to submit to the non exclusive jurisdiction of the Courts of England and Wales.
- 9.2 The headings in these conditions are inserted for convenience only, they are not to affect their interpretational construction. The Parties will submit to the jurisdiction of the English Courts.
- 9.3 If any provision of these conditions becomes illegal or void for any reason, the validity of the remaining provisions shall not be affected.
- 9.4 Failure by the Company to enforce strict compliance with these conditions by the Client will not constitute a waiver of the Company's rights under any of the conditions.
- 9.5 Your Packages and Event information will be available to download from www.henleyfestivalcatering.co.uk as soon as possible before the Event providing full payment has been received.
- 9.6 All accounts or services provided at the Event which are not covered by the Package are due for payment at the time of booking.
- 9.7 The Company has no responsibility for any property or personal effects left at the Event.
- 9.8 The Packages are confirmed by email and confirmation is downloadable from the Clients online account provided by the Company at www.henleyfestivalcatering.co.uk If Packages are to be posted to the Client rather than downloaded by the Client then risk in the Packages shall pass to the Client upon the items being posted to the address given by the Client. The Company shall not be liable for any loss, damage or cost arising by non delivery and reserve the right to let in additional charge for issuing.