



## **TABLE APPLICATIONS WORLD SUPERYACHT AWARDS 2016 GALA EVENING**

### **TERMS AND CONDITIONS**

**Your attention is specifically draw to the exclusions and limitations of our liability contained in condition 7.**

#### **1. Interpretation**

These terms and conditions are agreed between you, the delegate ("you") and Boat International Media Limited, a company incorporated and registered in England and Wales with company number 02650007 having its registered office at First Floor, 41 - 47 Hartfield Road, Wimbledon, London SW19 3RQ ("we", "us" or "our") in relation to your purchase of a table at the World Superyacht Awards (the "Event") taking place on 14 May, 2016.

Headings in these terms are for convenience only and shall not affect their interpretation.

#### **2. Booking**

We reserve the right at our absolute discretion to decline any bookings that we receive, at any time, without giving a reason.

Acceptance of any booking is subject to availability.

We will send you a written notification to confirm whether your booking has been accepted or declined. If your booking is declined, the full amount of the fee paid by you will be refunded.

Your registration and payment is an offer by you to reserve a table at the Event. A binding contract will only be made between you and us when we send you the written notification accepting your booking.

#### **3. Payment**

The total fee, as set out in the online booking form, is payable at the time of booking and you agree to the credit card supplied being charged for the total fee.

We will send you an email on receipt of payment to confirm receipt of your payment and reservation. Such email will not constitute our acceptance of your booking in accordance with condition 2 above.

#### **4. Cancellation**

Please notify us in writing to our registered office if you are subsequently unable to attend. If you have already received your ticket for the Event, please return this with your notification at your own cost. You will receive written confirmation of your cancellation.

If you cancel your table within 30 days of the Event, you will not receive any refund. If you cancel more than 30 days and up to 60 days before the date of the Event, we will refund 25% of the fee paid. If you cancel more than 60 days and up to 90 days before the date of the Event, we will refund 50 % of the fee paid. If you cancel more than 90 days before the date of the Event, we will refund 90% of the fee paid.

Cancellation charges cover the costs of catering and of administering your cancellation.

If you are unable to attend, your table booking is transferable at our absolute discretion. Where you intend to transfer your place, you must notify us in writing of the name, position and company of the person intending to take your place as soon as possible.

## **5. Third Party Rights**

Only ticket holders have access to the Event. You will be sent a ticket which must be shown upon request. A person who is not a party to these terms shall not have any rights under or in connection with the Event.

## **6. Variations**

We reserve the right to change the date or venue at any time, without notice.

## **7. Exclusions and Limitations on Liability**

All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these terms and conditions.

To the fullest extent permitted by law (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise), we, our employees and all companies in our group shall not be liable for:

- any direct loss or damage to your property;
- indirect or consequential loss (which terms include, without limitation, pure economic loss, loss of profits, loss of business, loss of bargain, depletion of goodwill and like loss) howsoever caused arising out of or in connection with any breach by us or any company in our group of any express terms and conditions; or
- any inconvenience or loss caused to any party as a result of cancellation or termination under these terms.

Nothing in these terms and conditions limits or excludes our liability or that of any company in our group:

- for death or personal injury resulting from negligence; or
- for any damage or liability incurred by you as a result of fraud or fraudulent misrepresentation by us or our associated companies.

The total liability of us, and that of any company in our group, in contract, tort (including negligence or breach of statutory duty) shall be limited to the total price paid by you for your place at the Event.

[We, our employees and the companies in our group shall have no liability to you in respect of any breach, default, damage or loss which you may incur, suffer or sustain as a result of any act or omission by any third party supplier in respect of any goods and / or services provided or due to be provided to you in connection with the Event (including, without limitation, providers of accommodation and transport).]

We shall have no liability to you under these terms if we are prevented from, or delayed in performing, our obligations under these terms or from carrying on our business including changing venue by acts, events, omissions or accidents beyond our reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving our workforce or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, hurricane (suspected or threatened) act of terrorism or default of suppliers or subcontractors. We shall endeavour to reschedule the Event if possible.

## **8. Media Rights**

Attendees of the event grant the Organizing Authority and the Sponsors the unrestricted right and permission to use any photographs and video footage taken during the event in which their image may be captured. Photographs and video footage may published or broadcast in any media whatsoever (including but not limited to Press and TV advertisements or Internet), for either editorial or advertising purposes or to be used in press information. Yacht owner's name and any biographical material of themselves shall not be published, nor shall a yacht owner's name be associated with their vessel without obtaining permission from said owner. If permission is not granted, the yacht owner shall be referred to as "the owner of Yacht Name."

## **9. Governing Law and Jurisdiction**

These terms and any dispute or claim arising out of or in connection with them or their subject matter, shall be governed by, and construed in accordance with the laws of England.

The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these terms or their subject matter.

## **10. Severance**

If any provision of these terms (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the terms, and the validity and enforceability of the other provisions of the terms shall not be affected.

If a provision of these terms (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

## **11. Entire Agreement**

These terms constitute the whole agreement between the parties and supersede all previous agreements between the parties relating to its subject matter.

Each party acknowledges that, in entering into these terms, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract).

Nothing in these terms shall limit or exclude any liability for fraud.

## **12. Acceptance of Terms and Conditions**

By ticking the box, you acknowledge that you have carefully read, understand and accept these terms and conditions and agree to be bound by their contents.