



WELLINGTON GALA DINNER TERMS & CONDITIONS

1. DEFINITIONS

- 1.1. In these Wellington Gala Dinner Terms & Conditions, the following words and phrases shall have the following meanings:

Booking Form: the event booking form submitted by You.

Confirmation: the letter or email sent by Lions Rugby Travel to You accepting and confirming a booking following receipt of the Booking Form.

Consumer: a private individual defined as a 'consumer' in accordance with the relevant UK consumer protection legislation.

Contract: these Wellington Gala Dinner Terms & Conditions and the Confirmation.

Event: the event at which You have requested packages as set out on the Booking Form and confirmed in the Confirmation.

Guest: each person who ultimately receives the benefit of the Package and/or attends the Event.

Celebrities: the persons advertised by Lions Rugby Travel as speaking or in attendance at the Event.

Lions Rugby Travel: Mike Burton Travel Limited trading as Lions Rugby Travel (02616655) a company registered in England & Wales with its registered office at Carter Court, 8 Day Way, Quedgeley, Gloucester GL2 2DE.

Package: entry into the Event to be provided to You and Your Guests as set out in the Confirmation.

Tickets: tickets and/or passes to the Event.

Total Cost: the total cost of the booking as set out on the Booking Form.

Venue: the venue at which the Event is taking place as set out in the Confirmation.

You: the company or person booking a Package as set out on the Booking Form.

- 1.2. Any reference to a party's employees includes its agents and sub-contractors.

2. WHO YOUR CONTRACT IS WITH

- 2.1. You are purchasing a Package from Lions Rugby Travel. You will be entering into this Contract with Lions Rugby Travel.

3. APPLICATION OF THE LEADING THE LIONS DINNER SERIES TERMS & CONDITIONS

- 3.1. These terms and conditions shall apply to and be incorporated in this Contract; apply to all dealings relating to Packages between Lions Rugby Travel and You and prevail over any inconsistent terms or conditions contained in or referred to in Your purchasing conditions or implied by law, trade custom, practice or course of dealing.
- 3.2. No addition to, variation of, or attempted exclusion of any term of this Contract shall be binding on Lions Rugby Travel unless authorised in writing by a Lions Rugby Travel director.

4. HOW TO MAKE YOUR BOOKING

Online: You must complete the online booking steps on the Lions Rugby Travel website to submit your Booking Form.

5. CONTRACTUAL TERMS

- 5.1. We will consider your Booking Form and confirm to you in writing if we accept it. Each order for a Package by You shall be deemed to be an offer by You subject to this Contract. You shall ensure that the Booking Form is complete and accurate.
- 5.2. All Packages are subject to availability and a binding contract shall not come into existence unless and until Lions Rugby Travel issues a Confirmation to You.
- 5.3. No Contract may be cancelled by You, except with the agreement in writing of Lions Rugby Travel. The parties acknowledge that these cancellation provisions are reasonable given the nature and timing of the Event.
- 5.4. Lions Rugby Travel's employees and agents are not authorised to make any contractually binding representations concerning the Packages. In entering into this Contract, You acknowledge that You do not rely on, and waive any claim for breach of, any such representations which have not been confirmed in writing by an authorised officer of Lions Rugby Travel.

6. SUPPLY OF PACKAGE

- 6.1. Lions Rugby Travel will supply the Packages to You on the Event date as set out in the Confirmation but shall not be responsible if the Event is cancelled, delayed, postponed or abandoned for reasons outside of its control.
- 6.2. If the Event is rescheduled, Lions Rugby Travel will use reasonable endeavours to arrange for the relevant Packages to be provided at the rescheduled Event. Your Contract will remain valid and will not entitle You to cancel this Contract, unless You are a Consumer in which case You will be offered a refund of the Total Cost only if You and Your Guests cannot attend the Event on the rescheduled date.
- 6.3. If the Event is cancelled by Lions Rugby Travel You may cancel this Contract and shall be entitled to claim a refund of the Total Cost less Lions Rugby Travel's reasonable

administration costs and any costs that Lions Rugby Travel is unable to recover from its suppliers, unless You are a Consumer in which case You shall be entitled to a full refund of the Total Cost less any credit card charges.

- 6.4. Lions Rugby Travel will inform You as soon as reasonably practicable of material changes to a Package but such changes shall not entitle You to cancel or terminate this Contract.
- 6.5. Lions Rugby Travel reserves the right to change the Celebrities, the Venue, the Event timings, Package contents and Event date for any reason and at any time but will provide You with notice of such change as soon as reasonably practicable. If You are a Consumer and the change to the Venue or the Event date means that You and Your Guests will not be able to attend the Event You will have the option to transfer their booking to another event (if available) or to receive a refund of the Total Cost.
- 6.6. Lions Rugby Travel warrants to You that all services supplied under this Contract will be carried out with reasonable care and skill by personnel whose qualifications and experience will be appropriate for the tasks to which they are allocated.
- 6.7. Lions Rugby Travel reserves the right to refuse a Guest entry to the Venue or to remove a Guest from the Venue if Lions Rugby Travel deems their behaviour to be inappropriate.

7. YOUR OBLIGATIONS

You will:

- 7.1. ensure the proper conduct of Your Guests and employees at the Event and in the Venue;
- 7.2. ensure that Your employees and Guests are aware of and comply with the Venue operator's rules and regulations;
- 7.3. be responsible for the safe keeping of the Tickets following delivery (tickets cannot be replaced or re-issued for any reason);
- 7.4. not use the Packages or any part of them as part of a prize competition or for any other marketing or promotional activity connected with the Event or the Lions tour; and
- 7.5. purchase the Package for use by Yourself and Your Guests and will not resell, exchange or transfer the Packages to any third party (including the Tickets).

8. THE EVENT

You acknowledge and will make Your Guests and employees aware that:

- 8.1. there is no parking or smoking at the Venue;
- 8.2. orders for Packages other than for a complete table of 10 will mean that Guests are seated on shared and not private tables;
- 8.3. the ability to interact with Celebrities at the Event is beyond Lions Rugby Travel's control and subject to availability and timings;
- 8.4. if complimentary drinks have been confirmed in Your Confirmation this will be a reasonable amount of house wine and beer;
- 8.5. normal auction rules will apply during any charity auction and bids are irrevocable;
- 8.6. by attending the Event You consent (and shall procure that each Guest consents) to their voice, image and likeness being recorded and used free of charge by or on behalf of Lions Rugby Travel and/or British & Irish Lions DAC; and
- 8.7. children under 18 years of age will be denied access to the Venue and/or asked to leave the Venue in accordance with the applicable laws relating to children and licensed premises.

9. PAYMENT

- 9.1. You will pay the Total Cost within 7 days of an invoice being issued and in every case prior to the Event. If You have chosen to pay by debit/credit card, instructions for payment by debit/credit card at <https://tours.lionsrugby.com/payment> will be in Your Confirmation or on Your invoice.
- 9.2. All payments must be made in pounds sterling. All bank and card charges are Your responsibility. All prices are exclusive of taxes or charges which shall be payable by You. No Tickets for or entry into the Event shall be provided until payment of the Total Cost has been received by Lions Rugby Travel in full and cleared funds.
- 9.3. Payment by credit card is subject to payment by You of a charge equal to 1.5% of the Total Cost.
- 9.4. If You fail to make payment in full on the due date then, without prejudice to any other right or remedy available to Lions Rugby Travel, Lions Rugby Travel may cancel this Contract and resell the Packages to a third party without liability to You.

10. LIMITATION OF LIABILITY

- 10.1. The following provisions set out the entire liability of Lions Rugby Travel (including any liability for the acts or omissions of its employees) to You in respect of any breach of this Contract and any representation, statement or tortious act or omission (including negligence) arising out of or in connection with this Contract.
- 10.2. Unless You are a Consumer, in which case none of the statutory rights are excluded, all warranties, conditions and other terms implied by statute or common law are excluded from this Contract to the fullest extent permitted by law.



- 10.3. Nothing in these conditions excludes or limits the liability of Lions Rugby Travel for death or personal injury caused by Lions Rugby Travel's negligence or fraud or fraudulent misrepresentation.
- 10.4. Subject to condition 10.3:
- 10.4.1. Lions Rugby Travel shall not be liable for any loss of profits, loss of business, loss of enjoyment, loss of opportunity, depletion of goodwill or similar losses or for any special, indirect or consequential loss, costs, damages, charges or expenses howsoever arising; and
- 10.4.2. Lions Rugby Travel's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to the amount of the Total Cost.

11. INDEMNITY

You will indemnify, and keep indemnified, Lions Rugby Travel and British & Irish Lions DAC against all direct and indirect actions, proceedings, liabilities, damages, losses, claims and costs, expenses, demands and proceedings whatsoever arising whether in contract, tort or otherwise, arising out of or in connection with a breach of its obligations in conditions 7 and 8.

12. PERSONAL DATA

You acknowledge and agree that the personal data provided by You on the Booking Form are collected by Lions Rugby Travel and will be entered into a database owned by Lions Rugby Travel. You hereby consent to such personal data being used for the purposes of the organisation and running of the Event and (where You have selected on the Booking Form) for marketing and selling similar events in the future. Lions Rugby Travel shall be permitted to transfer such personal data to third parties, including, if appropriate, British & Irish Lions DAC, and their respective agents, for the purposes set out above. Furthermore, provided You have specifically granted your consent in the Booking Form, such personal data can be used in order to provide You with information on products, services, commercial activities and events of British & Irish Lions DAC and/or other companies (as applicable).

13. MISCELLANEOUS

- 13.1. The words 'Lions', 'Lions Rugby Travel', 'British & Irish Lions', as well as the Lions Crest device are trademarks of British & Irish Lions DAC. Nothing in these terms operates to transfer or licence any right in those trademarks and You and Your Guests will not use these trademarks.
- 13.2. Each party shall keep in strict confidence any confidential information (as understood generally by a normal business person) disclosed by one party to the other.
- 13.3. Lions Rugby Travel shall not be liable to You for any breach of its obligations under this Contract if such breach is due to an act, event, omission or accident beyond its reasonable control (Force Majeure Event).
- 13.4. A waiver of any right under this Contract is only effective if it is in writing and signed by or on behalf of the waiving party, and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.
- 13.5. This Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 13.6. Subject to condition 10.3, each party acknowledges that, in entering into this Contract, it has not relied on, and shall have no right or remedy (other than for breach of contract) in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement.
- 13.7. You shall not, without the prior written consent of Lions Rugby Travel, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Contract. Lions Rugby Travel may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Contract.
- 13.8. This Contract is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, anyone else except where British & Irish Lions DAC have a benefit under this Contract.
- 13.9. Any notice required to be given pursuant to this Contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the address of the party as set out on the Booking Form or such other address as may be notified by one party to the other.
- 13.10. This Contract and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction.