



# Royal Lymington Yacht Club

Patron: HRH The Princess Royal KG KT GCVO GCStJ, QSO CD

## Events Terms and Conditions

### 1 About these Terms

These terms and conditions (“Terms”) explain the terms and conditions applicable to event booking requests made by you with the Royal Lymington Yacht Club, Registered in England under Company Number: 05435040 and having its principal business address at Royal Lymington Yacht Club, Bath Road, Lymington, SO41 3SE (‘we’ and ‘our’).

These terms and conditions apply to Royal Lymington Yacht Club Events (including virtual events), Sailing Regattas, Training courses and Corporate Venue Hire. Different cancellation policies may apply to different types of Events, so please read these terms carefully.

Making a booking request for an Event constitutes your acceptance of these Terms and your agreement to comply with them. Please read these Terms carefully before you complete an event booking request. These terms tell you how event bookings can be made, changed and cancelled, and other important information. Where you are making a booking on our website, these Terms should be read in conjunction with our website Terms of Use and Cookies and Privacy Statement. Your attention is particularly drawn to the provisions of Clause 11 (Limitation of Liability). We reserve the right to amend these Terms from time to time.

If you think there is a mistake in these terms or require any changes, please contact us to discuss. Our contact details are:

Email: [events@rlymyc.org.uk](mailto:events@rlymyc.org.uk)

Telephone: **01590 672677**

Web: [www.rlymyc.org.uk](http://www.rlymyc.org.uk)

If we need to contact you about your booking request we will do so using the contact details submitted by you during the booking process.

### 2 Type of Events we Offer

In these terms and conditions:

“RLymYC Events” mean conferences, courses, workshops, dinners, ticketed social events, sailing regattas and webinars which are available to RLymYC members, non-members and stakeholders.

“Event” means the event that you are making a booking request for at the time of acceptance of these terms and conditions.

### 3 Your Booking

Submitting an event booking through our online event booking system does not guarantee you a place at any of our Events. We will issue an automated email confirmation of your booking request. Your place at the Event is not guaranteed until (a) payment of the Event Fee (if applicable) is received or (b) you receive an email from us confirming your place is booked. Payment of the Event Fee must be made at least seven (7) days before the Event.

If we cannot accept your booking, we will let you know by email and refund any payment made.

It is your responsibility to ensure that the information you provide to us during the booking process is complete and accurate.

We reserve the right to give booking preference to those people who meet any attendance criteria for the Event. If applicable, these criteria will be on our website on the page for the Event.

### 4 Non-Attendance Fees

We reserve the right to request payment of a Non-Attendance Fee. The amount, if any, will be listed in the Event registration details. Where insufficient notice of cancellation is given, or none at all (see Summary of cancellation Policy), an invoice will be sent by email after the missed Event to complete payment.

When RLymYC accepts your Event booking, it is incurring costs associated with your booking. If you:

- (a) fail to attend the Event which your booking has been accepted for, or
- (b) cancel the Event with less than 7 days notice in writing to RLymYC;

**RLymYC may charge you a Non-Attendance Fee** as liquidated damages. The Non-Attendance Fee represents a genuine pre-estimate of RLymYC’ S costs and losses associated with allocating you a place at an Event .

If your attendance at an Event is not recorded, the Non-Attendance Fee invoice will be sent by email within 5 days of the Event. If you are due to pay a Non-Attendance Fee you may contact [events@rlymyc.org.uk](mailto:events@rlymyc.org.uk) if you wish to make payment by any other method.

### 5 Payment of the Event Fee (where applicable)

The Fee for the Event will be shown on our website on the page for the Event.

Payment of the Fee should be made by electronic payment on our website at the time of making the booking request. If you experience difficulties with making payment, please contact our events team to arrange an alternative method of payment.

Payment of the Fee must be made at least seven (4) working days before the Event to guarantee you a place at the Event. If payment of the Fee is not received at least four (4) working days before the Event, we reserve the right to reject your booking and offer your place to another guest.

Your receipt of our invoice and/or confirmation completes our contract with you. Non-payment of invoices are subject to debt collection activity.

## 6 Deposit (where applicable)

We reserve the right to collect a deposit at the time of your RLymYC Event booking. The amount of deposit required, if any, will be listed in the Event registration details. This deposit will be released back onto the form of payment used within seven (7) days of your attending the event.

If you do not attend the event or cancel outside the cancellation window, your deposit will not be refunded since RLymYC will have incurred costs and losses associated with allocating you a place at the event. Please see the 'Cancellation by You' section below for full details.

## 7 The Event

We will use reasonable endeavours to describe event content in the event descriptions on our website accurately, but these are intended only to give an approximate idea of the Event.

We reserve the right to amend the programme of the Event or to cancel the event and any booking.

The RLymYC does not have control over any electronic links shared during an Event and does not accept any liability for the content being viewed.

It is your responsibility to comply with all instructions given at the Event and to comply with all applicable laws, including health and safety laws, fire regulations and any codes of conduct for wi-fi access.

If attendance at the Event makes you privy to any information which is marked, or might reasonably be understood to be, confidential, you shall not use such information for any other purpose other than participation in the Event.

Special dietary requirements must be notified to us in writing, either during the booking process or by contacting us by email before the Event.

## 8 Data Protection

Our [Member' Privacy Statement](#) and [Web Privacy Policy](#) set out the terms on which we process any personal data we collect from you, or that you provide to us. By making a booking for the Event, you consent to such processing by us and you warrant that all data provided by you is accurate. We may authorise a third party to process such data for the purposes of delivering the Event on terms which are substantially similar to those set out in these Terms. This includes our event booking platform provider, DigiWedge, and our payment processing provider, GlobalPay. We will only ever give your personal data to other third parties where the law either requires us or allows us to do so, or where you have given consent under this clause 8.

By making a booking for the Event you consent to the personal data (as defined in the Data Protection Act 2018 as amended) submitted through our booking system being used:

- For all necessary purposes for the administration of the Event including registration, delegate badges and catering;
- To contact you about the Event; and
- To provide delegate lists in hard copy and electronic form to other attendees at the Event including delegates, speakers and third-party sponsors or funders of the Event.

- To share your details with any other organisation involved in co-running the event or where your membership of such organisation is relevant to your eligibility for the event.

By attending the Event, you agree that we may use, reproduce and/or publish in any way whatsoever (without any payment being due to you) any photographs and/or video/audio that may pertain to you (including your image, likeness and/or your voice) and that we may licence others to do the same. You agree that such material may be used in our publications, public affairs releases, broadcast material and on our website, or for other related purposes. This agreement will continue until you notify us in writing that permission is withdrawn.

Where you are attending a Webinar, RLymYC may record that Webinar and publish that Webinar on our website for other users to watch. Where you elect to participate in that Webinar, you will be informed prior to participate that you are being recorded. By consenting to participate, you also agree that RLymYC may use, reproduce and/or publish in any way whatsoever (without any payment being due to you) any photographs and/or video/audio that may pertain to you (including your image, likeness and/or your voice) and that we may licence others to do the same. You agree that such material may be used in our publications, public affairs releases, broadcast material and on our website, or for other related purposes. This agreement will continue until you notify us in writing that permission is withdrawn.

## 9 Cancellation by You

This cancellation policy applies to all Event bookings once you have received confirmation of receipt of your order including, for example, a confirmation email or an invoice. Please note that when you submit an Event booking application for an event on a specified date and time that you are not entitled to a 'cooling off period' under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

**Cancellation of RLymYC Events (including Webinars) that are not advertised as 'Non-Refundable'.** If you find you are not able to attend the Event after booking a place, please notify us in writing as soon as possible, via email. If a member is able to attend in your place *and* you notify us in writing, we are pleased to accept the substitution at no extra charge subject to such colleague submitting a new booking request for the Event including accepting these booking Terms and Conditions. Substitution is permitted if notified in writing up to 24hrs prior to the Event.

### If you have paid an Event Fee

- If we receive your written notification of cancellation up to thirty (30) days before the Event, we will refund the Fee, less a 15% administration fee.
- If we receive your written notification of cancellation less than thirty (30) days but up to fourteen (14) days before the Event, we will refund 75% of the Fee (inclusive of the 15% administration fee).
- No refund will be available if we receive your written notification of cancellation less than fourteen (14) days prior to the Event or if you do not notify us of cancellation but fail to attend the Event.

### If you have paid a Ticket Fee

- If we receive your notification of cancellation up to four (4) working days before the Event, we will refund the complete Fee. (Please note that for the New Year's Eve Party no refunds will be payable after the stated date on the event advertising).
- No refund will be available if we receive your notification of cancellation less than four (4) working days prior to the Event or if you do not notify us of cancellation but fail to attend the Event.

If you have not paid an Event Fee, and (a) we receive your written notification of cancellation less than four (4) working days prior to the Event or (b) you do not notify us of cancellation but fail to attend the Event, RLymYC may charge you a Non-Attendance Fee to reflect our wasted costs associated with your booking and the fact we may not be able to allocate your space to another Guest.

## Summary of Cancellation Policy for Refundable Events

Notice of Cancellation	Refund of Fee	Refund of Deposit	Non-Attendance Fee applied
Over 30 days before event	Fee minus 15%	Eligible	No
Between 4 and 30 days before event	75% of Fee	Not eligible	No
Less than 4 days before event	No refund available	Not eligible	Yes if no Event Fee paid
None given - no show	No refund available	Not eligible	Yes if no Event Fee paid

No refund will be made if we do not receive and acknowledge your notification of cancellation. Under no circumstances will we reimburse you for any expenses incurred in making arrangements to attend the Event.

## 10 Cancellation by Us

We shall use all reasonable endeavours to provide the events described on our website, but we reserve the right to cancel or change the Event for any reason including but not limited to situations where the Event is under-subscribed, it becomes difficult for us to deliver the intended content, or for other reasons resulting from events, circumstances or causes beyond our reasonable control.

If the Event is cancelled for reasons outside our reasonable control no refund of the Fee will be given. If the Event is cancelled for reasons within our control, such as the Event being under-subscribed, we will refund the Fee but will not be liable for any expenses incurred by you in making arrangements to attend the Event.

## 11 Limitation of Liability

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the description of the Event, or event bookings generally, whether express or implied.

We will not be liable to you, or any other person making a booking or attending an Event in your place, for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- Cancellation, including any expenses incurred by you in arranging attendance at an Event;
- Change;
- Loss of profits, sales, business or revenue;
- Loss of anticipated savings;
- Loss of use or corruption of software, data or information;
- Business interruption;
- Loss of business opportunity, goodwill or reputation;
- Any indirect or consequential loss or damage; or
- Loss resulting from reliance or action or failure to act based on material delivered at the Event.

Nothing in these Terms shall limit or exclude our liability for:

- Death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- Fraud or fraudulent misrepresentation;
- Any matter for which it would be unlawful to exclude or restrict liability

Subject to the other provisions in this clause, our total liability to you, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with these Terms shall be limited to the total fee paid by you to book the Event.

## 12 Miscellaneous

We may transfer our rights and obligations under these Terms to another organisation.

You need our consent to transfer your rights under these Terms to someone else.

Unless it expressly states otherwise, these Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms.

Any written communication to us required under these Terms should be addressed to [events@rlymyc.org.uk](mailto:events@rlymyc.org.uk) in the first instance. You can also contact our Events Team using the following details:

Telephone: **01590 672677**

These Terms constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreement, promises, assurances, warranties, representations and understandings between you and us, whether written or oral, relating to its subject matter.

Except as set out in these Terms, no variation of the Terms shall be effective unless it is in writing and signed by the parties.

A waiver of any right or remedy under these Terms or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under these Terms of by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these Terms or by law shall prevent or restrict the further exercise of that or any other right or remedy. If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms.

## 13 Governing Law

These Terms are governed by and construed in accordance with the laws of England and you agree to accept the exclusive jurisdiction of the English courts in relation to any dispute that may arise in connection with these Terms.