Ball Booking – Terms and Conditions

Definitions and Interpretation

The following expressions, when used in these Terms and Conditions ('the Conditions'), shall have the meanings given to them in this section.

1.1 'The National President' means Jason Thomson, National President of 41 Club in 2025-2026

1.2 '41 Club' means The Association of Ex-Round Tablers' Clubs

1.3 'The event' or 'The Ball' used hereafter, or within any literature, promotional material or on any website promoting the event means the 41 Club Presidential Ball and any associated function or activity.

1.4 'the Committee' means the organising committee approved by the National President for the organisation and delivery of the event.

1.5 'Delegate' means an attending guest

1.6 'Function' means any part of the event

1.7 'the website' means the 'jasonthomson' website and associated booking site available to provide promotional and general information, and for taking bookings for the event.

1.8 'Venues' means any venue being utilised by the Committee for any Function.

1.9 References to clause numbers are to clauses in these Conditions.

1.10 Headings are for reference purposes only and do not affect the interpretation of these Conditions.

1.11 Words importing the singular include the plural, and vice versa.

1.12 References to the masculine gender include the feminine and vice versa.

Booking Conditions

2.1 All bookings must be made via the website, unless otherwise agreed in writing and confirmed by the Committee.

2.2 No booking will be processed or guaranteed without full payment.

2.3 The submission of a booking via the website by a Delegate constitutes an agreement to the Conditions herein. Any Delegate who submits a booking on behalf of any other person warrants that they have the agreement of that person to be bound by the Conditions and indemnifies the Committee to that effect.

2.4 All Delegate payments must be received in full when booking. Failure to comply with this requirement will, at the discretion of the Committee, result in cancellation of the booking without further notice and refund of any payment(s) made will be subject to the Cancellation Policy.

2.5 A Delegate may be substituted within a booking before 11/11/2025 upon written (email) notification to the Committee to ball@jasonthomson.co.uk

2.6 Other than in exceptional circumstances, at the discretion of the Committee, no booking may be amended after the 11/11/2025.

2.7 By completing a booking using the website, Delegates confirm that they consent to their details being held on the event organiser databases and that they have obtained the consent to the same of any other individual(s) on whose behalf they have made a booking. The information will be stored for a maximum of 24 months and will be used for purposes in connection with the activities of this event and the 41 Club National President only. If you do not want to receive any communications, including those relevant to the event, please email ball@jasonthomson.co.uk

Cancellation Policy

3.1 Delegates may cancel their booking subject to the following:

3.1.1 The Committee and the Delegate will use its best endeavours to resell cancelled bookings to other Delegates. If they can do so, a refund will be made of payments received to date subject to a cancellation administration fee of 10% of the total booking price.

3.1.2 If the Committee or the Delegate are unable to resell a cancelled booking the full booking price will be payable without any reduction or offset.

3.2 Bookings may not be cancelled after 11/11/2025; the full booking price is payable without any reduction or offset. Attendees may be substituted subject to approval by the organising Committee.

3.3 Under the Distance Selling regulations, any booking may be cancelled within 14 days of purchase and will receive a full refund, less the booking fee.

Functions

4.1 Attendance at a Function may be booked via the website, or by written arrangement with the Committee.

4.2 Function will all be held at Hinxton Hall Conference Centre, Wellcome Genome Campus, CB10 1RQ.

Delegate Conduct

5.1 All Delegates are expected to maintain appropriate standards of behaviour and conduct during the event.

5.2 The conduct and behaviour policies of all Venues used for any Function will apply.

5.3 Any Delegate who fails to maintain such standards of behaviour and conduct may, at the discretion of the Chairman (or in his absence, the Vice-Chairman) of the Committee and with the approval of the National President be excluded from the remainder of the Event without refund or offset of any payments made.

5.4 Delegates, including any guests who are present at their invitation will be held personally liable and responsible for the following:

5.4.1 any damage caused by them or reasonably believed to be caused by them to the venue facilities during the event.

5.4.2 any excess cleaning required to the venue facilities during the event.

Exclusion, Disclaimer and Limitation of Liability

6.1 The Committee reserves the right to amend any published itinerary without notice.

6.2 Delegates attend the event at their own risk. The Committee, National President and 41 Club cannot be held liable for any loss, damage or injury sustained by any Delegate or guest participating in any function or activity. Subject to statutory exemptions.

6.3 Delegates are advised to seek independent insurance cover for the event in the event of cancellation, loss, damage, injury, detriment, or other adverse factor(s).

6.4 The Committee will endeavour to accommodate special requests and preferences for dietary requirements or other matters and will pass this information to the caterers for the event functions. No warranty or guarantee is provided or implied that meals provided at functions will meet such requirements or other matters.

6.5 No liability will attach to the Committee or 41 Club for any loss, damage, or detriment (whether such loss, damage or detriment is foreseen, foreseeable, known

or otherwise) or for any indirect, consequential, special or exemplary damages arising from attending the event.

6.6 The Committee shall not be liable to any Delegate for any delay, failure or non performance in case of events or circumstances beyond its reasonable control ("Force Majeure"), including but not limited to act of God, war, riots, civil commotions, terrorist acts, accidents, strikes, lock-outs, trade disputes, fires, breakdown of plant or machinery, natural disasters, severe adverse weather, unforeseeable transport problems, governmental or regulatory actions or restrictions, failure of hotels to provide accommodation or function venues, or any other cause whatsoever (whether or not similar to the foregoing) outside the control of the Committee.

6.7 The Committee shall be entitled in the circumstances in 6.6 above:

6.7.1 to relocate the primary functions to alternate suitable venues;

6.7.2 to cancel the event.

Website Terms of Use

Access to and use of the website is provided by the Committee, subject to the following terms:

7.1 Services provided on the website are intended solely for the use of individuals who are members (or a guest of a member) of R.T.B.I., Ladies' Circle, 41 Club, Agora or Tangent for the purposes of obtaining information about and for the booking of tickets for the 41 Club National President's Ball. The Committee may, at their discretion, deny, suspend, withdraw or otherwise terminate access to the website by individuals who are not, or do not appear to be using it for such purposes.

7.2 Users of the website may do so for lawful purposes only and in a way that does not infringe the rights of, restrict or inhibit anyone else's use and enjoyment of the website. Prohibited behaviour includes harassing or causing distress or inconvenience to any person, transmitting obscene or offensive content or disrupting the normal flow of dialogue within the website.

7.3 Users of the website agree to be bound by the Conditions generally and Paragraph 7 particularly, which shall take effect immediately upon their first access to the website. If such agreement is not present, users should cease and desist from

accessing and/or using the website.

7.4 The website content, including the information, names, images, pictures, logos and icons regarding or relating to the event, its products and services (or to third party products and services), is provided on an “AS IS” basis without any representations or any kind of warranty made (whether express or implied by law) to the extent permitted by law, including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

7.5 Users of the website agree not to copy, reproduce, republish, download, post, broadcast, transmit, make available to the public, or otherwise use any of its content in any way except for their own personal, non-commercial use. They agree not to adapt, alter or create a derivative work from any of the content except for their own personal, non-commercial use. Any other use of the website content requires the prior written permission of the Committee.

7.6 Users of the website do so at their own risk. No warranty is afforded or implied that functions contained within the website content will be uninterrupted or error free, that defects will be corrected, or that the website or the server that makes it available are free from viruses, bugs or other defects.

Intellectual Property

8.1 The names, images and logos identifying the event or third parties associated with the event and their products and services are subject to copyright, design rights and trademarks of 41 Club and/or third parties. Nothing contained in the Conditions shall be construed as conferring by implication, estoppel or otherwise any licence or right to use any trademark, patent, design right or copyright of 41 Club or any other third party without prior written consent.

Miscellaneous

9.1 At the event, Delegates will be required to be in possession of their event pass or other documentation issued to them at all times and may be required to produce these at the request of the Committee, or their nominee(s) at any time. Failure to do so may result in their exclusion from part or all of the Event or refusal of entry to Functions and/or activities.

9.2 The Conditions may be varied and/or amended by the Committee at any time by posting changes online. A record of any variation and/or amendment will be maintained by the Committee. It is the responsibility of Delegates to review them regularly to ensure they are aware of any changes made. The continued use of the website by a Delegate or their failure to cancel or amend their booking after changes are posted means that they agree to be legally bound by the Conditions as varied and/or amended.

9.3 The failure by the Committee to enforce, at any time or for any period, any one or more of these Conditions shall not be a waiver of them or of the right at any time subsequently to enforce all of these Conditions.

9.4 If any term or provision of the Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if the Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

9.5 The Committee and Delegate do not intend any part of these Conditions to be enforceable by any person not a party to it, by virtue of the Contracts (Rights of Third Parties) Act 1999.

9.6 Any dispute or difference arising out of or in connection with this contract shall be determined by the appointment of a single arbitrator to be agreed between the parties, or failing agreement within fourteen days, after either party has given to the other a written request to concur in the appointment of an arbitrator, by an arbitrator to be appointed by the President or a Vice President of the Chartered Institute of Arbitrators.

9.7 These Conditions shall be governed by and construed in accordance with the law of England and the Courts of England and Wales shall have exclusive jurisdiction to hear all disputes arising in connection with these Conditions.