

Humdinger Vintage Events Limited | Humdinger 3rd to 6th April 2020 Booking & Attendance | Terms & Conditions

These Terms and Conditions form the Agreement between all persons (the “Customer” and/or the “Customer’s Party”) booking for and attending Humdinger (the “Event”) and Humdinger Vintage Events Limited (the “Company”) whose registered office is: THP, 95 Springfield Rd, Chelmsford CM2 6JL.

1. The Company are the organisers and promoters of the Event, Humdinger.
2. All Customers attending the Event are bound by these terms and conditions as a condition of booking to attend the Event.
3. This contract commences upon receipt of full payment and when a booking confirmation has been received by you. It continues until attendees have departed from the Humdinger Event site.
4. All correspondence will be between the first named person as submitted on the booking form and the Company. It is the responsibility of the first named person on the booking form to ensure that all members of the party have read and accept these terms and conditions.
5. All persons attending the Event must provide their names, addresses and relevant contact details. These details will be provided to the Event venue for the purposes of room allocation and health and safety while attending the Event site.
6. This Event is for adults only. Persons under 18 years of age are not permitted on the Event site during the Event.
7. The Event is exclusively for Humdinger Customers. This is a residential only Event. Day passes are not available. Non-residential guests will only be permitted admission to the entertainment venues with the explicit permission of the Company.
8. All Customers will be provided with a wristband on arrival at the Event. Customers are requested to wear their wristband at all times and present it to a member of the Humdinger or Event site staff. If the wristband cannot be presented or proof provided of booking payment, the Company and the Event site management reserves the right to refuse admission to the Event.
9. Only guests listed on the booking form may occupy the accommodation. If any other people are found in occupation, this agreement will end and all persons in the accommodation will be asked to leave the Event site immediately. No refunds will be provided. This will not apply where a substitution has been made in accordance with this contract (See Clause 18).
10. No pets are allowed on the site with the exception of guide dogs.
11. Please note that there is a dress code for the evening Events. The details of which will be published in the Event programme on our web site and in hard copy at the Event site.
12. This Agreement includes any and all rules and notices applying to and displayed at the Event site and in the accommodation including the terms and conditions of the Event site, which can be viewed online at <https://www.pontins.com/terms-and-conditions/> or at the Event site.
13. All performers & timetables are subject to change and some site facilities advertised may not be open or available during the Event.
14. Advertising and promotional materials do not form part of this agreement.
15. The health & safety of our guests and staff is paramount. The Company has the right to cancel a booking if you or any member of your party has or is recuperating from an infectious or contagious medical condition. During the Event, we may request that Customers refrain from participating in certain activities or request that they leave the Event immediately should the Company or the Event site staff consider it necessary to protect other Customers. You should inform us immediately should any such condition develop within four (4) weeks before your arrival or whilst in attendance at the Event.
16. We will endeavour to fulfil any special requests in relation to disabled access and dietary requirements. However, these requests do not form any part of this Agreement.
 - a) We welcome Customers with disabilities and will endeavour to make accommodation and facilities accessible. However, it is important that we are aware of any disability or incapacity at the time of booking. You are required to update us with any change in circumstances prior to and during the Event.

17. CANCELLATION BY YOU

All cancellations must be made in writing either by email to bookings@humdinger-Events.com or by post to Humdinger Vintage Events Ltd, PO Box 68098, London N22 9JZ. On timely receipt of the cancellation Humdinger Vintage Events Ltd will provide the following cancellation terms. Cancellation refund payments will be provided by the method in which the payment was made by the Customer. Terms as follows:

- a) Before 30th November 2018- full refund less £15 per person.
- b) From 1st December 2018 – 4th February 2019 - full refund less £30 per person.
- c) From 5th February 2019 all bookings are non-refundable.
- d) Any charges relating to credit card or transaction costs are non-refundable.

You may wish to take out travel/cancellation insurance in case of an unforeseen cancellation.

18. SUBSTITUTION

All substitutions must be made in writing by email to bookings@humdinger-Events.com or by post to Humdinger Vintage Events Ltd, 3 Ireland Place, London N22 8YY

- a) Up to 4th February there is an administration fee of £15 per person.
- b) From 5th February there is an administration fee of £25 per person.

19. CANCELLATION BY US

The Company reserves the right to cancel or terminate the Customer's booking and that of the rest of the Customers party at any time for any of the reasons below:

- a) Should we in our sole discretion consider your conduct, or the conduct of any member of your party, is likely to pose a danger or impair the safety, comfort or environment of our other Customers, our staff, the venue staff or other members of the public or be likely to do so.
- b) You or any of your party fail to comply with any of the terms of our agreement.
In the above circumstances no refunds or compensation will be given.

20. TAXATION

All prices advertised are inclusive of VAT. In the Event that VAT increases we reserve the right to increase the price of your weekend and to invoice you accordingly.

21. OUR LIABILITY TO YOU

- a) The Company only accepts responsibility for death, injury or illness when caused by the negligent acts and/or omissions of our employees, agents, suppliers and subcontractors whilst acting in the course or scope of their employment with us for the duration of the Event.
- b) In all cases, except personal injury or death, the Company's liability to the Customer is limited to the total cost of the relevant Customer's booking fee.
- c) Where we make any payments to the Customer or any members of the Customer's party in the above circumstances, the Customer or members of the Customer's party must assign to the Company or the Company's insurers any rights the Customer or members of the Customer's party have to pursue any other third party. You must also provide the Company's insurers and the Company with all assistance where required.

22. DAMAGE TO PROPERTY AND COMPENSATION

The Customer must use the accommodation and other facilities carefully and on departure leave it in a clean and tidy condition. The Company and the Event site management reserve the right to invoice the Customer for any charges incurred by the Company in relation to cost of remedial works for damage to property or resolve of uncleanliness of the accommodation made by the Customer.

23. PRESS, MEDIA & IMAGERY

No members of the press or media may be invited into the Event without express written permission by the Company. Additionally;

- a) Customers may not use photographs of the Event, facilities or staff for publication or for financial gain or similar purposes without written consent from the Company and the Event site.
- b) Photography (still, digital (including mobile phone handsets) and video) is not permitted in any changing rooms or swimming pool areas. Photography may be permitted within the entertainment venues. However, it may be that a performer requests that photography or videography is not permitted during their performance. All Customers must adhere to this request where made.

- c) Members of the Company, Event site staff & Event performers have the right to refuse to be filmed or photographed.
- d) Please be aware that the Company and the Event site staff may from time to time film anywhere on the centre for promotional, security and other purposes.
- e) Please ensure that you are aware of the positioning of security cameras at all times.
- f) All Customers attending the Event must accept that their image may be used in any promotional films, pictures or other materials by the Company.

24. DATA PROTECTION

- a) By entering into this agreement, you and your party members understand and agree that the details provided will be used in the administration of your booking and for related purposes including marketing of future Events by the Company.
- b) This information will also be passed on to the site management for the purpose of administration and to conform to health and safety legislation.
- c) Your personal details collected via the Humdinger website or other electronic or hard copy booking forms will not be passed on to any third parties other than outlined above. Email addresses may be used for sending marketing information by email. These addresses are securely stored in our database hosted by Wix (Website Hosts) and Mailchimp (Email Marketing solution) and within Humdinger Vintage Events Ltd.'s administration storage.
- d) You can withdraw your consent regarding the use of information for the marketing of the Company Events by contacting us at the Company address.

25. CARE OF YOUR POSSESSIONS

- a) It is the Customer's responsibility to look after and care for their possessions, valuables and money whilst at the Event
- b) Do not leave valuable items unattended in the accommodation or elsewhere. It is suggested not to bring such possessions to the Event unless absolutely necessary.
- c) The Company or the Event site management will not accept any liability for loss or damage.
- d) It is recommended that Customers have comprehensive insurance and use any safe deposit facilities the Event site offer (subject to availability).
- e) In case of any loss, please contact the Event site reception.
- f) After the Event, the return of any lost property may incur a charge for postage and packing.

26. GENERAL EVENT SITE RULES

The following rules apply to the Company's Event location and other local rules may apply:

- a) Alcoholic and other beverages purchased elsewhere must not be consumed in licensed bars.
- b) Abuse of alcohol or illegal substances is not permitted.
- c) Excessive noise or rowdy behaviour is not permitted.
- d) Offensive or illegal behaviour will not be tolerated and may result in the involvement of the Police.
- e) Customers must not commit or attempt to commit any illegal act.
- f) Domestic waste; Customers must use the litter bins and, where provided, recycling receptacles. Please contact the Event site reception to arrange for the disposal of other waste including clinical waste, sharp objects, broken glass and other items which could cause personal injury.
- g) You must keep to the roads and footpaths provided and abide by all applicable speed limits.

27. ARRIVAL & DEPARTURE

Your accommodation will be available at approximately 4pm on the day of arrival. You are welcome to arrive earlier and use the facilities. When leaving, please vacate the accommodation by 10 am and return your keys to the Event site reception.

28. MAINTENANCE & IMPROVEMENTS

The Event site may have an ongoing programme of maintenance and refurbishment. Wherever possible the management of the Event site will try to minimise disruption to Customer's access and enjoyment of the facilities.

29. ACCESS

The Event site management reserve the right for them or appropriate third parties (for example Police) to enter your accommodation at any time for any reasonable purpose, for example, to make checks, carry out essential inspection, maintenance work or repairs.

30. MEALS

HALF BOARD - Breakfast and evening meals are provided and must be eaten in the restaurant. There is a choice of menu. Alcoholic and soft drinks are not included but maybe purchased in the restaurant.

31. SMOKING

Smoking is illegal in all public enclosed areas. Guests are asked to comply with this legislation and refrain from smoking in public enclosed areas and within the accommodation. Failure to do so will result in guests being asked to leave the Event site and guests will be liable for any fines enforced.

32. VEHICLE PARKING

Vehicles must be parked in specified areas to allow essential services access to all areas of the Holiday Centre. The car parks are not supervised, and vehicles are parked at the Customer's risk. We recommend that you remove all possessions and securely lock your vehicle.

Should any of the terms of this Agreement be officially declared void or unenforceable, the remainder of our arrangements shall remain in full force and effect.

This Agreement is governed by the law of England & Wales and is subject to the non-exclusive jurisdiction of the Courts of England and Wales.

Humdinger is promoted and organised by Humdinger Vintage Events Limited
Registered Office: THP, 95 Springfield Rd, Chelmsford CM2 6JL Company No. 11210531

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