

TERMS & CONDITIONS OF BOOKING

1. INTERPRETATION

1.1 "CONDITIONS" means the standard terms and conditions of supply herein set out and include any special terms and conditions agreed in writing between the Customer and Thirsk Racecourse and Events Centre.

1.2 "CUSTOMER" means the person, firm or company whose order for an Events Package is accepted by Thirsk Racecourse and Events Centre.

1.3 "EVENT" means the event in connection with which Thirsk Racecourse and Events Centre is to supply in accordance with these conditions.

1.4 "CONTRACT" means the contract for the supply of the Events Package.

1.5 "ORDER" means that the order placed by the Customer which is accepted by Thirsk Racecourse and Events Centre subject of the provisions of Clause 6 below.

1.6 "FORCE MAJEUR" means any circumstances beyond reasonable control of Thirsk Racecourse and Events Centre and specifically includes any cancellation of the Event due to adverse weather conditions or by direction of the Stewards of the British Horse Racing Authority or any other agency.

2. FORMATION OF CONTRACT

2.1 An Order sent to Thirsk Racecourse and Events Centre by the Customer shall be accepted entirely at the discretion of Thirsk Racecourse and Events Centre and if so accepted shall be subject to these Conditions.

2.2 Within fourteen days of receipt of an Order Thirsk Racecourse and Events Centre shall forward to the customer: -

2.2.1 An acknowledgment of the Order

2.2.2 An invoice for 25% of the Contract Price for immediate payment by way of non-refundable deposit.

2.2.3 An invoice for 75% of the Contract Price will be payable no later than 6 weeks before the Event.

2.3 Each Order accepted shall constitute a separate legally binding Contract between Thirsk Racecourse and Events Centre, and the Customer.

3. CONTRACT PRICE

3.1 The price of the Contract shall be agreed between the parties and confirmed by Thirsk Racecourse and Events Centre acknowledgement of Order.

4. TERMS OF PAYMENT

4.1 An non-refundable deposit equivalent to 25% of the Contract price payable as aforesaid.

4.2 The Customer shall pay the balance of the sum due no later than 6 weeks before the date of the Event.

4.3 All Orders accepted by Thirsk Racecourse and Events Centre which shall be invoiced in full by Thirsk Racecourse and Events Centre within 7 days and shall be payable by return.

4.4 In the event the customer fails to pay any part of the Contract Price in accordance with the above terms, without Prejudice to any other right or remedy available to Thirsk Racecourse and Events Centre, Thirsk Racecourse and Events Centre shall be entitled to cancel the Contract and: -

4.4.1 Retain the 25% deposit (where paid).

4.4.2 Claim for the outstanding sum due as invoiced.

4.4.3 Charge the Customer interest on the amount unpaid at the rate of 4% per annum above the base rate of the HSBC Bank until payment is made.

5. ADMINISTRATION

5.1 Badges and Event information will be dispatched approximately two weeks before the Event providing full payment has been received

5.2 All accounts for service and goods provided at an Event which are not covered by the Event Package are due for payment by return. Interest as detailed within Clause 4.4.3 above will be charged on outstanding accounts.

5.3 Confirmation of final numbers (increased numbers only) must be notified to the Racecourse no later than 48 working hours before prior to the Event. No refunds apply to reductions of package numbers.

6. CANCELLATION

6.1 The Customer is entitled to cancel the Order before the event subject to the following conditions: -

6.1.1 The customer must notify Thirsk Racecourse and Events Centre of the cancellation in writing.

6.1.2 Should notification of cancellation be given more than 6 weeks before the date of the Event, Thirsk Racecourse and Events Centre shall be entitled to retain the 25% deposit fee specified but shall return any monies thus far paid and to claim any unpaid balance of the Contract subject to the provisions below.

6.2 In the event that the Event Package can be resold, Thirsk Racecourse and Events Centre undertakes to refund 25% of the Contract Price to the Customer but shall retain the balance to defray additional costs and expenses thereby incurred.

7. ABANDONMENT

7.1 In the event of the race day being abandoned, cancelled or curtailed the following payment terms are forcible:

7.1.1 Prior to the day of racing the client will receive a full refund.

7.1.2 If abandonment takes place before 11.00 am on the day of racing, the client will receive a full refund on the total package price. Alternatively, if the client wishes to dine without the racing taking place a 50% refund on the total package price will be made available.

7.1.3 If the abandonment takes place after 11.00am but before the first race, a 50% refund on the total package price will apply. All meals will be served.

7.1.4 If the abandonment takes place after the first race, no refunds will apply.

8. ALTERATIONS

8.1 Thirsk Racecourse and Events Centre shall use its best endeavours to provide the Events Package ordered but reserves the right to provide an alternative Events Package and/or alter the date of the Event.

8.2 Should Thirsk Racecourse and Events Centre increase the price of, or alter the Events Package or the date of the Event, the Customer shall be entitled to cancel the Contract by giving written notice to be received by Thirsk Racecourse and Events Centre within 7 days of the announcement of the change.

9. FORCE MAJEURE

9.1 Thirsk Racecourse and Events Centre shall not be under any liability for failure to perform any of its obligations under the Contract due to Force Majeure.

Please visit our website for our supplementary '2021 Covid -19 terms and conditions.

10. THIRD PARTIES

10.1 In making arrangements with third parties for carriage by air, hotel accommodation, transportation, restaurant or otherwise Thirsk Racecourse and Events Centre acts only as the agent of the Customer and does so on the express condition that no liability of any kind howsoever arising shall accrue to Thirsk Racecourse and Events Centre in connection with such arrangements.

11. LIABILITY

11.1 Thirsk Racecourse and Events Centre shall bear no liability for any death or personal injury suffered by the customer or its guests or for any loss, damage or destruction to any property of the Customer or its guests arising out of the booking, save to the extent such as caused by Thirsk Racecourse and Events Centre's negligence.

11.2 Thirsk Racecourse and Events Centre shall not be liable to the customer nor be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of Thirsk Racecourse and Events Centre obligations in relation to the contract if the delay or the failure was due to the cause beyond Thirsk Racecourse and Events Centre's reasonable control.

11.3 In the Event of Thirsk Racecourse and Events Centre total liability hereunder shall be 10% of the Contract Price and Thirsk Racecourse and Events Centre shall have no liability for any consequential or indirect losses suffered by the customer or its guests.

11.4 Thirsk Racecourse and Events Centre gives no guarantee that an Event will take place or will take place on the stipulated date.

12. VARIATIONS

No variations on the above conditions may result in cancellation of the Contract without notice.

13. FAILURE TO COMPLY

Failure to comply with these conditions may result in the cancellation of the Contract without notice.

14. GENERAL

Any notice required to be given by either party to the other shall be in writing and addressed to that other party at its registered office or principle place of business or such other address as may have been notified

15. APPLICABLE LAW

The Contract shall be governed by the laws of England and shall be subject to the exclusive jurisdiction of the English Courts.