



**Booking terms and conditions for all Bookings at The Bowls Club  
2022 at Finsbury Square, London, EC2A 1RR.**

**The Bowls Club Ltd,  
5 Carleton Avenue,  
East Molesey,  
Surrey,  
KT8 0AL,  
Company no: 13929681**

## Terms and Conditions

### 1. The Agreement

(a) This Agreement shall be deemed to be made under the following Terms and Conditions (Terms) set out herein between The Bowls Club LTD and the Party identified as the Client in the attached Schedule of Details (Schedule). The attached Schedule is incorporated in and forms part of this Agreement.

(b) The Client acknowledges that when entering into this Agreement, it has not relied upon or been in any way induced by any warranties, representations written or verbal have been made by The Bowls Club LTD or its employees officers or agents other than those contained in this Agreement.

(c) When a Client indicates that they want to proceed with a booking, The Bowls Club LTD will send them a copy of these Terms and a Schedule. The Client will then sign and return these documents and the parties enter into a binding contract when The Bowls Club LTD receive the signed documents.

(d) Any Package supplied by The Bowls Club LTD after a Client has received these Terms and a Schedule shall constitute unqualified acceptance of such Terms and Schedule.

(e) On entering into this Agreement The Bowls Club LTD will provide the Package for the Fee on the Event Date.

(f) The Client hereby expressly accepts that these Terms and the contents of the Schedule constitute the entire agreement between the parties and further acknowledges that they have not been induced to enter into this agreement as a result of any representation warranty or other provision except as expressly provided in this Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

### 2. Payment Terms Time shall be of the essence for payments under this Agreement.

(a) All bookings will be invoiced in full and are payable within Seven (7) days of the agreement of this booking form. Defined as the client clicking accept electronically or confirming in writing they wish to proceed with their booking.

(b) The Client is required to pay the total cost within Seven (7) days of its signature of the agreed Terms, or inline with alternative payment terms stipulated between the parties.

(c) If payment for a booking is not made within these time limits, or if the Client is otherwise in default of the payment terms under this clause 2 in respect of any other booking then (without prejudice to any other rights The Bowls Club LTD may have pursuant to any statutory provision in force from time to time or in respect of this breach of contract), The

Bowls Club LTD reserves the right, at its sole discretion, to cancel the booking in accordance with clause 4.

(d) No tickets, itineraries, maps or other final details with respect to the arrangements relating to any event will be forwarded to the Client until payment has been received in full.

### 3. Late Booking

Bookings made within four (4) weeks prior to the date of the event will be invoiced in full and are payable within one (1) days of signature of this Agreement.

### 4. Cancellation.

(a) Any cancellation of this Agreement by the Client must be made in writing and is effective from the day it is received by The Bowls Club LTD.

(b) If a booking is cancelled by the Client at any time after the signature of this Agreement and more than Twelve (12) weeks before the date of the event, the Client shall forfeit 50% of the payment made up to the date of cancellation. Should no payment or less than 50% of the total price have been received at this time the Client must pay The Bowls Club LTD, 50% of the Fee as a cancellation fee within seven (7) days.

(c) If this Agreement is cancelled by the Client at any time after the signature of this Agreement and less than Twelve (12) weeks before the date of the event, the Client must pay The Bowls Club LTD, 100% of the Fee as a cancellation fee within seven (7) days.

(d) The Client must pay to The Bowls Club LTD any costs incurred by The Bowls Club LTD in recovering sums owed under this Agreement or damages for non-performance thereof including legal costs on a full indemnity basis.

(e) The Bowls Club LTD may at its sole discretion offer the Client an alternative package at an alternative event if a client indicates a desire to cancel the Package and there is in the sole opinion of The Bowls Club LTD sufficient time to resell the Package.

### 5. The Advertised Package

(a) The Bowls Club LTD will use its reasonable endeavours to provide the Package as advertised for the event, including, but not limited to timing, date and other arrangements.

(b) If, due to circumstances beyond the control of The Bowls Club LTD it has to make any change in the arrangements relating to the event it shall notify the Client forthwith. The Bowls Club LTD shall endeavour to keep such changes to a minimum and shall seek to offer the Client arrangements as close to the original as is reasonably possible in the circumstances.

## 6. Cancellation of Event / Occasion

(a) Where the event is cancelled or terminated and where such cancellation or termination occurs due to reasons which are outside The Bowls Club LTD's reasonable control, The Bowls Club LTD shall be entitled to retain from any sums hitherto received from the Client or which may still be due from the Client to The Bowls Club LTD such costs, expenses and disbursements which it has incurred or for which it shall or may be liable in connection with the Event and such contribution to The Bowls Club LTD's overhead as shall be reasonable and shall return any balance to the Client. The Bowls Club LTD may, but shall not be obliged to, take such steps as it shall in its discretion consider reasonable to obtain reimbursement of any such costs and expenses and shall, subject to deduction of costs incurred in connection therewith, reimburse any sums so recovered to the Client.

(b) In the unlikely event where the event has to be cancelled or terminated and where such cancellation or termination occurs due to unforeseen circumstances by The Bowls Club LTD. The Bowls Club LTD will transfer packages to another suitable date. Should another agreeable or suitable date not be able to be found, The Bowls Club LTD will offer the client credit and or a full refund.

## 7. Liability

( a ) The Bowls Club LTD shall not be liable to the Client or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of The Bowls Club LTD 's obligations if the delay or failure was due to any cause beyond the reasonable control of The Bowls Club LTD.

(b) Packages that are subject to any terms and conditions by which third parties are organising and staging these events and the Packages may specify in as applying to those people attending. The Client hereby expressly acknowledges that the provision of those Packages is subject to the event taking place, and that this is beyond the control of The Bowls Club LTD. Save as otherwise expressly provided for herein or by statute The Bowls Club LTD's liability under this Agreement or otherwise shall be limited to the Fee.

(c) Except in respect of death or personal injury caused by The Bowls Club LTD's negligence, The Bowls Club LTD shall not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under the terms of the Agreement, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by The Bowls Club LTD's servants or agents or otherwise) in connection with the performance of obligations arising under the Agreement.

8. Alterations or cancellations by Third Parties In the event of the cancellation or postponement of an Event, or when the arrangements and / or facilities for an Event are changed or cancelled by a third party, The Bowls Club LTD will use its reasonable endeavours to provide an alternative package for an alternative event or an alternative package at an alternative location for the event but shall be under no contractual obligation to do so.

## 9. Disclaimer and Indemnity

The Client hereby waives and releases The Bowls Club LTD from and indemnifies and holds The Bowls Club LTD harmless against, any and all costs, damages, and expenses, which are incurred by the Client, its agents, employees and/or guests and which arise in connection with this Agreement or the attendance at the event.

Data Protection ( a ) All personal information that The Bowls Club LTD may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and the Client’s rights under the GDPR.

(b) For complete details of The Bowls Club LTD collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Client’s rights and how to exercise them, and personal data sharing (where applicable), please refer to the Company’s Privacy Notice available from <https://thebowlsclubldn.com/privacy-policy/>

## 11. Force Majeure

11.1 No Party to this Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action, epidemic, pandemic, or any other event that is beyond the control of the Party in question.

11.2 In the event that a Party to the Agreement cannot perform their obligations thereunder as a result of force majeure for a continuous period of three months the other Party may at its discretion terminate the Agreement by written notice at the end of that period. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for all services rendered up to the date of termination. Such payment shall take into account any prior contractual commitments entered into in reliance on the performance of the Agreement.

## 12. Miscellaneous

a) These Terms will be governed by and interpreted in accordance with the laws of England and Wales and both The Bowls Club LTD and the Client shall irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

b) The person who signs for the Client personally represents and warrants to The Bowls Club LTD that he or she is duly authorised and has legal capacity to enter into this Agreement on behalf of the Client.

c) The Client represents and warrants to The Bowls Club LTD that the entry into of this Agreement has been duly authorised and that this Agreement is a valid and legal agreement binding on the Client in accordance with its terms.

d) The Client may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of The Bowls Club LTD.

e) Except as set out in this Agreement, no variation of this Agreement, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by The Bowls Club LTD.

f) The Bowls Club LTD reserves the right to increase the fee should RPI exceed 3% at any point prior to the balance payment being made in full.

g) No part of the Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement