

## THE LEXUS ILKLEY OPEN HOSPITALITY T&CS

### **1. INTRODUCTION AND ACCEPTANCE OF TERMS**

- 1.1. This document outlines the Terms and Conditions ("Terms") applicable to the purchase and use of hospitality packages for the Lexus Ilkley Open tennis tournament, including all associated hospitality services and live entertainment (collectively the "Event") organised by ILTSC Events Ltd ("ILTSC") and purchased by you ("Purchaser"). By purchasing a hospitality package ("Package") for the Event, you, the Purchaser, agree to be bound by these Terms, which form a legally binding contract between the Purchaser and ILTSC. The Package is subject to these Terms, and by purchasing the Package, the Purchaser further agrees to comply with and be bound by ILTSC's regulations and any additional terms or policies made available to the Purchaser prior to the Event.
- 1.2. ILTSC reserves the right to make changes to these Terms at any time. While ILTSC will endeavour to notify Purchasers of material changes, it is the Purchaser's responsibility to review these Terms periodically for updates. By continuing to purchase the Package or attend the Event after such changes have been made, the Purchaser agrees to be bound by the revised Terms.

### **2. DESCRIPTION OF SERVICES**

- 2.1. The Package includes: (i) access to designated hospitality areas at the Event venue; (ii) food and beverage service as specified in the Package description; (iii) live entertainment where specified in ILTSC's hospitality brochure; (iv) a grounds pass providing access to the Event venue; and (v) reserved centre court seating for match viewing. The grounds pass and centre court seating elements are provided by the Lawn Tennis Association and are subject to their Ticket Terms and Conditions, which are available at [www.lta.org.uk/tickets-terms](http://www.lta.org.uk/tickets-terms) available on their website.
- 2.2. The Purchaser acknowledges that purchase of the Package grants the individual(s) for whom it was purchased a revocable license to attend the Event at the specified date, time, and venue as indicated in the Package.

### **3. PRICING AND PAYMENT TERMS**

- 3.1. The price of each Package ("Package Price") shall be as stated in ILTSC's hospitality brochure or website at the time of purchase. The Package Price is inclusive of all applicable taxes and includes all hospitality services as specified in the Package description.
- 3.2. ILTSC reserves the right to change the Package Price at any time prior to purchase without notice. However, such changes will not affect Packages already purchased.

### **4. CANCELLED OR VARIED EVENTS**

- 4.1. In the event that the Lexus Ilkley Open, any individual match day, or any live entertainment is cancelled, ILTSC will still provide the hospitality services as scheduled. The hospitality services will proceed regardless of any cancellation of the Lexus Ilkley Open or live entertainment, and no refund will be provided for such cancellations.
- 4.2. If ILTSC is unable to provide some or all of the hospitality services on any scheduled day of the Event, affected Purchasers will receive a pro rata refund of the Package Price, to reasonably reflect the hospitality elements of the Package that ILTSC has been unable to provide. Such refund will be

processed within 30 working days from the date ILTSC announces the cancellation of the hospitality services.

4.3. ILTSC reserves the right to modify the timing, venue layout, and/or any other aspects of the hospitality arrangements and live entertainment at its sole discretion. Such modifications do not entitle the Purchaser to a refund or compensation, provided that the hospitality services are still delivered.

4.4. The responsibility to ascertain whether any aspect of the Event has been cancelled or varied, is the Purchaser's. ILTSC will use reasonable endeavours to notify Purchasers of a cancellation or variation; however, the Purchaser acknowledges that there is no guarantee they will be informed before the date of the Package.

4.5. No refunds will be issued for Packages purchased from unauthorised sources.

## **5. EXCHANGES AND REFUNDS**

5.1. All Package sales are final. No refunds will be granted under any circumstances except in the case of cancelled hospitality services as outlined in Section 4. ILTSC require not less than 48 hours' notice of any changes to the names of individuals attending the Event pursuant to a Package purchased by the Purchaser.

## **6. PERSONAL CONTACT INFORMATION**

6.1. The personal data provided by the Purchaser during the Package purchasing process will be processed in accordance with applicable data protection laws, including the UK General Data Protection Regulation and the Data Protection Act 2018. ILTSC will use the Purchaser's personal data for the purposes of (i) facilitating the Purchaser's attendance at the Tournament, and (ii) communicating essential information about the Purchaser's Package or the Tournament. For full details about how ILTSC collect, use, share and protect the Purchaser's personal data, please refer to their Privacy Policy available at [www.iltsc.co.uk/privacy/](http://www.iltsc.co.uk/privacy/).

## **7. RESTRICTIONS AND PROHIBITED ITEMS**

7.1. Any person under the age of 16 years ("Minor") must be accompanied by a person aged 18 years or over ("Adult"), with a maximum ratio of two (2) Minors per one (1) Adult. ILTSC reserves the right to refuse entry to any Minor who is not accompanied by an Adult in accordance with this requirement, without any obligation to provide a refund.

7.2. Please note wheelchair users or other Ticket holders who require accessible seating must ensure that the Tickets that they have purchased/use are for accessible seats. Accessibility tickets will allow entry for both the individual requiring accessibility accommodations and one carer/companion at no additional charge.

7.3. The following items are prohibited at the Event:

7.3.1. bags, liquids, umbrellas, professional cameras or recording equipment, drones, flags, banners, rattles, klaxons, oversized hats, selfie sticks, gazebos, fireworks, firecrackers, flares, smoke canisters, smoke bombs, laser devices, air horns, knives, pyrotechnics, glass vessels (including glass bottles), poles, illegal drugs/substances, any article that might be used as a weapon

and/or compromise public safety or any items which may (in the opinion of ILTSC) cause an obstruction or nuisance; and

7.3.2.all promotional or commercial items of whatever nature, or items containing religious, racial or political messaging or offensive statements, including but not limited to banners, signs, clothing, symbols, marketing materials and leaflets (unless expressly authorised by ILTSC).

7.4. Any such items identified in clause 7.3 above will be confiscated and handed to security staff for disposal (without any liability for ILTSC) and may not be reclaimed. Visitors in possession of such items may be refused entry to or ejected from the Event, without a refund, and/or referred to the police.

## **8. LIMITATIONS OF LIABILITY**

8.1. Nothing in these Terms shall limit or exclude any liability that cannot be legally limited or excluded, including liability for death or personal injury caused by negligence, fraud, or fraudulent misrepresentation.

8.2. Subject to clause 8.1, ILTSC's total liability to the Purchaser shall be limited to the face value of the Package purchased by the Purchaser, excluding any booking fees, charges, or other ancillary costs.

8.3. Subject to clause 8.1 and clause 8.2, ILTSC, its officers, directors, or employees, shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) the Purchaser's access to or use of or inability to access or use the Package; (ii) any conduct or content of any third party related to the Event; (iii) any content obtained from the Event; and (iv) unauthorised access, use, or alteration of the Purchaser's content, whether based on warranty, contract, tort (including negligence), or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

## **9. GOVERNING LAW**

9.1. These Terms, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

9.2. Any legal suit, action, or proceeding arising out of, or related to, these Terms or the Event shall be instituted exclusively in the courts of England. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

## **10. CONTACT INFORMATION**

For all matters concerning the purchase, use, or issues related to Tickets for the Event, the Purchaser may contact the following:

**ILTSC:** For all enquiries related to the Event, including but not limited to, date, location, artist information, ticket purchase, payment, refunds, and cancellations, the Purchaser should contact ILTSC directly. The contact details for the ILTSC are provided on ILTSC's official website.