

BELGRAVIA SPORTS TRAVEL LIMITED

TERMS AND CONDITIONS OF BOOKING

- (A) These Terms and Conditions, together with the Booking Request, establish the agreement between you (the “**Customer**”, “**you**”) and **Belgravia Sports Travel Ltd** (“**BSTL**”, “**we**”, “**us**”) for the supply of the Services (the “**Contract**”).
- (B) We intend to conduct business in a friendly and professional manner. Please read these Terms and Conditions carefully before you submit your Booking Request to us and contact us to discuss any questions you may have. All bookings are subject to the following Terms and Conditions and we do not accept bookings on any other terms.

1 INTERPRETATION AND DEFINITIONS

- 1.1 Capitalised terms used in these Terms and Conditions shall have the following meanings.

“**Booking Form**” means BSTL’s standard booking form through which a customer may request Services;

“**Booking Request**” means either: (a) the submission of a completed and signed Booking Form to BSTL by the Customer specifying the Services requested by the Customer; or (b) the Customer specifying the Services that it requires (and providing any other information requested by BSTL) in a method other than a Booking Form (such as by email), provided that BSTL shall have sole discretion to determine the validity of any such request;

“**Cancellation Charges**” has the meaning given to it in Clause 11.1;

“**Cancellation Request**” has the meaning given to it in Clause 11.1;

“**Confirmation Invoice**” means the invoice issued to you to confirm the details of your booking and the amounts payable for the Services;

“**Commencement Date**” means the date on which the Confirmation Invoice is issued;

“**Contract**” has the meaning given to it in Recital (A);

“**Digital Tickets**” means the Tickets that are available in an electronic format, usually accessible via an App on a Smartphone;

“**Event**” means the event specified in the Booking Request;

“**Event Documentation**” means documentation (other than Tickets) relating to the Event and/or the Services, including (as appropriate, but not limited to) itineraries, hospitality passes, location maps;

“**Force Majeure Event**” means any circumstance not within a Party’s reasonable control including, without limitation, adverse weather conditions, acts of God, flood, drought, earthquake, other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, any law or any action taken by a government or public authority, collapse of buildings, fire, explosion or accident, any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the affected Party, or companies in the same group as that Party), non-performance by suppliers or subcontractors (other than by companies in the same group as the affected Party) and interruption or failure of utility service;

“**Organiser**” means (as applicable to the Event) the venue, organiser, promoter or organisation responsible for hosting and organising the Event;

“Party” means each of the Customer and BSTL (together, the **“Parties”**);

“Re-arranged Event” has the meaning given to it in Clause 5.2;

“Services” means the supply of any Tickets, products and/or services requested in the Booking Request;

“Supplier” means the third party from which BSTL procures Tickets, products or services in order to fulfil its obligations under the Contract;

“Tickets” means the tickets, entry passes or other such documentation relating to entry into the Event.

1.2 If there is any conflict between these Terms and Conditions and the Booking Request, then these Terms and Conditions shall prevail.

1.3 A reference to **writing** or **written** includes emails.

2 ACCEPTANCE, COMMENCEMENT AND DURATION OF THE CONTRACT

2.1 The Customer’s Booking Request shall be taken as acceptance by the Customer of these Terms and Conditions.

2.2 The Customer’s Booking Request shall be deemed to be accepted by us, and the Contract shall commence, on the Commencement Date. The Contract shall remain in force unless terminated in accordance with these Terms and Conditions.

2.3 These Terms and Conditions incorporate any special terms and conditions applicable to an Event, including any that are made available by, or are available on request from, the Organiser. It is the Customer’s responsibility to obtain, read and comply with any such special terms.

3 PAYMENT TERMS

3.1 The Customer shall:

(a) pay a deposit of 50% (or such other percentage notified to the Customer) of the total amount payable for the Services (as detailed in the Confirmation Invoice) no later than the payment date stated in the Confirmation Invoice (**“Deposit”**); and

(b) pay the outstanding balance no later than 60 days prior to the Event.

3.2 If BSTL receives a Booking Request less than 60 days prior to the Event then, subject to BSTL’s acceptance of the Booking Request, the total amount payable for the Services (as detailed in the Confirmation Invoice) shall be immediately due and the Customer shall be required to make payment within 5 working days of receipt of the Confirmation Invoice (or such earlier date as BSTL requires payment to be made).

3.3 Without limiting BSTL’s other rights or remedies, if the Customer fails to pay any amount due under the Contract on the due date for such payment:

(a) BSTL may terminate the Contract with immediate effect by giving written notice; and

(b) the Customer shall pay the Cancellation Charges in accordance with Clause 11.1.

3.4 BSTL shall not be obliged to dispatch Event Documentation or Tickets until the Customer has paid all amounts due to BSTL in accordance with Clause 3.1 or 3.2 (as appropriate).

4 EVENTS: DATE, TIMINGS AND ADMISSION

4.1 All advertised dates, start times, programmes and schedules relating to Events are subject to change. All Services are subject to the Organiser’s right to alter or vary the date, start times, programme or schedule of an Event due to events or circumstances beyond its reasonable control.

- 4.2 Admission to an Event is subject to the terms of admission of the Organiser. Please check with them directly.

5 EVENT ALTERATION, POSTPONEMENT OR CANCELLATION

- 5.1 BSTL does not host or organise events and gives no guarantee that any Event will take place. BSTL shall not be in breach of the Contract by virtue of the cancellation, postponement or abandonment of any Event.
- 5.2 If an Event is postponed and re-arranged for an alternative date ("**Re-arranged Event**"), BSTL may, at its sole discretion, either:
- (a) transfer the Customer's Booking Request to the Re-Arranged Event, in which case this Contract (and the Parties' obligations under it) shall be unaffected and, to the extent necessary to give effect to the terms of the Contract, the Booking Request shall be read as referring to the Re-arranged Event; or
 - (b) terminate the Contract with immediate effect by giving written notice to the Customer and the Customer shall receive a refund which shall be limited to the amount received by BSTL from the Supplier less any booking/and or handling fees.
- 5.3 If an Event is cancelled (and not rescheduled), and the Supplier enables and authorises refunds to BSTL, the Customer will receive a corresponding refund which shall be limited to the amount received by BSTL from the Supplier less any booking and/or handling fees.
- 5.4 In the event of partial cancellation or abandonment of a multi-day Event, any compensation offers in respect of partial Event cancellations are subject to Clause 5.3 and to the terms and conditions of the relevant Organiser and/or at the discretion of the Organiser and cannot be guaranteed.
- 5.5 **The Customer is advised to arrange, at its sole cost, its own comprehensive insurance policy to cover any risks associated with the cancellation of the Event.**

6 CHANGES TO THE BOOKING BY BSTL

- 6.1 BSTL may, at its sole discretion, alter, omit or otherwise change the Services when it is necessary to do so (including where required due to the actions of the Organiser, the Supplier or other relevant third party), and shall have no liability whatsoever to the Customer for any such changes.
- 6.2 Notwithstanding Clause 6.1, if:
- (a) BSTL and the Customer have agreed that specific sums paid to BSTL are to be applied for the provision of certain Services; and
 - (b) BSTL shall no longer provide those aspects of the Services by reason of its changes to the Services in accordance with its rights under Clause 6.1,

then BSTL shall refund the relevant proportion of amounts paid to it.

7 PRICES

- 7.1 Prices for any travel and/or accommodation packages forming part of the Services shall include UK VAT (where applicable), chargeable under the Tour Operators Margin Scheme. In such circumstances there is no VAT to be reclaimed.
- 7.2 BSTL reserves the right to charge carriage for the delivery of Event Documentation and/or Tickets.
- 7.3 BSTL reserves the right to alter the price advertised for the Services at any time prior to the Event in order to reflect any change in BSTL's costs.

8 TICKETS AND EVENT DOCUMENTATION

- 8.1 Tickets are provided to the Customer at face value, however, other fees (such as rights' fees or commission) may also be included within the price payable by the Customer in accordance with Clause 3.

- 8.2 Event Documentation and Tickets are normally provided to the Customer 7-10 days prior to the Event (subject to the Customer making full payment in accordance with Clause 3). In some instances Tickets will not be provided in advance of the Event and will be available for collection from the venue on the day of the Event. BSTL shall inform the Customer when this is the case. Where 'Digital Tickets' are supplied then the Tickets will be deemed to have been delivered to the Customer when a confirmation email is received by the Customer.

9 CHANGES TO BOOKINGS BY THE CUSTOMER

- 9.1 If the Customer informs BSTL of a reduction in the number of attendees, then:
- (a) Cancellation Charges shall be payable by the Customer in accordance with Clause 11 (calculated on a *pro rata* basis); and
 - (b) BSTL reserves the right to terminate this Contract with immediate effect by giving written notice to the Customer and in such circumstances Cancellation Charges shall be payable by the Customer in accordance with Clause 11.

10 TERMINATION

- 10.1 If the Customer:
- (a) commits a breach of any term of the Contract (other than the Customer's obligation to pay BSTL in which case Clause 3.3 shall apply) and (if such a breach is remediable) fails to remedy that breach within 5 days of BSTL notifying the Customer in writing to do so;
 - (b) takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - (c) suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (d) the Customer's financial position deteriorates to such an extent that in the BSTL's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy,

then BSTL may terminate this Contract with immediate effect by giving written notice to the Customer and the Cancellation Charges shall apply.

11 CANCELLATION POLICY

- 11.1 If the Customer wishes to cancel its Contract, it must submit a written cancellation request to BSTL ("**Cancellation Request**") and the following charges ("**Cancellation Charges**") shall be immediately payable to BSTL:
- (a) If BSTL receives the Cancellation Request 60 days or more prior to an Event but before the 'deposit due' date stated on the Confirmation Invoice, *10% of total amount shall be payable*.
 - (b) If BSTL receives the Cancellation Request more than 60 days prior to an Event but after the 'deposit due' date, as specified on the invoice, the *Deposit shall be payable*.
 - (c) If BSTL receives the Cancellation Request 60 days or less prior to an Event, regardless of the amount paid by the Customer as at the date the Cancellation Request is received, *100% of the total amount shall be payable*.

12 LIABILITY

12.1 Nothing in this Contract shall limit or exclude a Party's liability:

- (a) for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) for fraud or fraudulent misrepresentation; or
- (c) for breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

12.2 Subject to Clause 12.1, under no circumstances shall BSTL be liable for any of the following, whether in contract, tort (including negligence) or otherwise:

- (a) loss of revenue or anticipated revenue;
- (b) loss of savings or anticipated savings;
- (c) loss of business opportunity;
- (d) loss of profits or anticipated profits;
- (e) wasted expenditure; or
- (f) any indirect or consequential losses.

12.3 BSTL accepts no responsibility or liability for:

- (a) changes to the date, start time or schedule of an Event;
- (b) the delivery, quality, performance, security of an Event;
- (c) any loss or damage suffered by the Customer at or in connection with an Event, including loss, damage or theft of any personal property;
- (d) any loss of amenity or enjoyment suffered by the Customer in connection with an Event; or
- (e) any breach by the Organiser or the Supplier of their terms and conditions,

save only to the extent such liability cannot be limited in law.

12.4 Subject to Clause 12.1, BSTL's maximum aggregate liability in contract, tort (including negligence) or otherwise, however arising, under or in connection with this Contract shall be limited to the amounts received from the Customer under this Contract.

13 DATA PROTECTION AND PRIVACY

13.1 BSTL collects, stores and processes personal data in accordance with its Privacy Policy and GDPR guidelines, which are available upon request.

13.2 If at any time you wish to update or remove any or all of your details, please contact us.

14 GENERAL

14.1 **Assignment and other dealings.**

- (a) BSTL may assign, transfer, mortgage, charge, sub-contract, sub-license, declare a trust over, or deal in any other manner with any or all of its rights or obligations under the Contract. If BSTL exercises this right, it shall give written notice to the Customer.

- (b) The Customer may not assign, transfer, mortgage, charge, sub-contract, sub-license, declare a trust over, or deal in any other manner with any or all of its rights or obligations under the Contract without BSTL's prior written consent.

14.2 **Further Assurance.** At its own expense, each Party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute such documents and perform such acts as may be required for the purpose of giving full effect to the Contract.

14.3 **Entire Agreement.**

- (a) The Contract constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

14.4 **Variation.** No variation of these Terms and Conditions or the Contract shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

14.5 **Third Party Rights.** Unless it expressly states otherwise, these Terms and Conditions do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions or the Contract.

14.6 **Force Majeure.**

- (a) Neither Party shall be in breach of these Terms and Conditions nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from a Force Majeure Event. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed due to the Force Majeure Event.
- (b) If the Force Majeure Event prevents, hinders or delays either Party's performance of its obligations for a continuous period of more than 4 weeks, the Party not affected by the Force Majeure Event may terminate this the Contract by giving written notice to the affected Party.
- (c) For the avoidance of doubt, this Clause 14.6 shall not apply if an Event is cancelled, postponed or abandoned. In such circumstances Clause 5 shall apply.

14.7 **Notices.** Any notice or other communication given to a Party under or in connection with these Terms and Conditions shall be in writing, addressed to that Party at its registered office or such other address as that Party may have specified to the other Party in writing in accordance with this Clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, or by commercial courier or email.

14.8 **Governing Law.** These Terms and Conditions 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.

14.9 **Jurisdiction.** Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms and Conditions or its subject matter or formation.