

## Terms and Conditions

### 1. Interpretation

Within these terms and conditions the following words shall have the following meanings:

**Conditions**

The standard terms and conditions of sale set out in this document;

**Contract**

The contract between the Supplier and the Client for the sale and purchase of the Package in accordance with these Conditions;

**Supplier**

**Sport and Music Limited**, a company registered in England with number 06690242 whose registered address is Burford House, Burford Lane, Agden Wharf, Lymm, Cheshire, United Kingdom, WA13 0SL;

**Client**

The person or company who purchases the Package from the Supplier;

**Deposit**

The deposit of 50% of the total Price payable by the Client to the Supplier;

**Itinerary**

The specification of the Package, which shall include details of the Event, the Tickets, Venue, hospitality, transport, accommodation and sustenance available, which is available on the Website or on the marketing materials provided by the Supplier;

**Event**

The event to which the Package relates to;

**Order**

The Client's order for the Package;

**Package**

The package, product or Event as specified in the Itinerary;

**Price**

The price of the Package detailed on the Itinerary and/or the Supplier's invoice or as otherwise notified by the Supplier in writing or on the Website;

**Ticket**

The vouchers, passes or badges relating to the Package;

**Venue**

The location where the Event is to be staged or where the Package is hosted;

**Promoter**

The person or body organising the Event or the artist or other persons involved in the performance of the Event;

**Website**

The Sport and Music website available at [www.sportandmusic.co.uk](http://www.sportandmusic.co.uk)

### 2. The Contract

2.1 These Conditions apply to the Contract to the exclusion of all other terms that the Client may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 The Client shall place an Order for the Package verbally, in writing or via the Website, and the Client is responsible for ensuring the terms of the Order and the Itinerary are complete and accurate.

2.3 The Order shall be deemed to be accepted once the Supplier has confirmed the booking in writing and a Deposit has been paid in full by the Client at which point, the Contract shall come into existence.

2.4 Subject to condition 6.4, no variation of the Contract shall be valid unless agreed in writing by an authorised representative of the Supplier.

2.5 The Supplier's employees, contractors and agents are not authorised to make any representations concerning the Package unless confirmed by the Supplier in writing.

2.6 Any typographical, clerical or other error or omission in the Itinerary, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.

2.7 For online bookings through the Website, the Client's Order shall be deemed to be accepted only after the Supplier has received payment from the Client and issued e-mail confirmation to the Client. This would usually be within 72 hours of the Order being received except where a booking is received during a UK national holiday period, in which event the confirmation will be sent the next working day.

2.8 The Supplier reserves the right to request supporting documentation from the Client to guarantee the authenticity of payment. Failure to supply or provide the necessary guarantee may result in the Supplier cancelling your Order and issuing a refund. In this event, the Supplier will charge the Client to cover any administrative and merchant charges incurred.

### **3. Payment Terms**

#### **For Orders placed on the Website:**

3.1 The Client will pay the Price in full at the time of booking and the Order will be confirmed subject to Condition 2.

#### **For all other Orders:**

3.2 The Deposit shall be payable within 7 days of the Supplier's invoice being issued to the Client unless the Order is accepted within 60 days of the Event in which case the full Price must be paid immediately upon the Order being accepted by the Supplier.

3.3 The final balance of the Price shall be payable 60 days prior to the date of the Event. If the Client fails to make payment in full by this date, the Supplier may, at its discretion, treat the Order as cancelled by the Client and the Client shall be liable for the cancellation charges set out in Condition 4.4, and the Supplier may reallocate the Package without further notice to the Client.

3.4 Any amendments or changes made by the Client to the Itinerary or the Order which incur additional charges will be payable in full on confirmation of the amendments by the Supplier and the Supplier reserves the right to levy a £25 administrative charge for each amendment made to the original Order.

Additional charges of 3% may be payable by the Client for payments made by credit or debit card.

### **4. Cancellation Policy**

4.1 We offer no cancellation policy for our website sales.

4.2 Cancellations must be made in writing by the Client by recorded delivery to the Supplier at: Burford House, Burford Lane, Lymm, Cheshire, WA13 0SL.

4.3 If a booking is cancelled by the Client more than 60 days before the Event the

Client shall be liable for 50% for the total Price within 7 days of the notice of cancellation. Any refund payable to the Client may be subject to necessary charges by the Supplier including but not limited to merchant charges, bank charges and an administrative charge of £50.00 per cancellation and the Supplier reserves the right to set off such charges against the sum to be refunded.

4.4 If a booking is cancelled by the Client within 60 days or less before the Event the Client shall be liable for 100% for the Price which shall be payable by the Client within 7 days of the notice of cancellation. For the avoidance of doubt, no refund shall be payable.

4.5 If the Supplier is forced to increase the Price due to any of the reasons in Condition 5, by an amount which the Client, acting reasonably, considers excessive, the Client may cancel the Package by giving written notice to the Supplier within 14 days of the notification of the change in Price to the Client and the Supplier shall refund all sums paid by the Client.

4.6 In the event of cancellation of an Order by the Client, the Client shall be liable for the total Price of the Order and no refund will be issued by the Supplier.

## **5. Pricing**

5.1 Prices advertised or quoted are exclusive of VAT and all other applicable taxes. These will be the responsibility of the Client to pay unless specifically specified. If the rate of VAT is increased between the acceptance of an Order and an Event the Client shall be liable to pay such increase. All website prices advertised and quoted are inclusive of VAT and subject to change as written.

5.2 The Supplier reserves the right to alter published or confirmed Prices prior to its acceptance of an Order to cover increased costs.

5.3 For "Official" contracts with Promoters or Venues, the Supplier will advertise the Package to the Client as "Official" and advertise the face value of the Package together with the booking fee charged to the Client.

5.4 For secondary Packages where the Supplier has no official contract with the Promoter, Packages will be advertised as "Premium" tickets. The charges levied above the face value of the Package reflect the cost to the Supplier of obtaining preferred seating and are based on supply and demand.

5.5 Merchant charges incurred by the Supplier by its merchant provider for credit or debit card transactions are passed onto the Client at a rate of 3% of the total Price.

5.6 The Supplier reserves the right, by giving reasonable written notice to the Client at any time before the delivery of the Package, to increase the Price to reflect any increase in the cost of the Package including but not limited to any foreign exchange fluctuation, currency regulation, alteration of duties or any costs, expenses, duties, fees or charges incurred by the Supplier.

5.7 If the Client fails to pay the Price in full by the due date as detailed on the invoice then, without prejudice to any other right or remedy available to the Supplier, it shall be entitled to cancel the Contract and suspend provision of the Package and any further Packages to the Client without liability to the Client and the Client shall be liable to "Sport and Music" for the Price and, subject to Condition 5.8, shall not be entitled to a refund of any Deposit or other sums paid and the Supplier shall charge the Client interest (both before and after any judgment) on any part of the Price unpaid at the rate of 4% per annum on a daily basis above the Barclays Bank plc lending base rate from time to time, until payment of the Price is made in full.

5.8 If the Contract is cancelled in accordance with Condition 5.7 and the Supplier is

able to re-sell the Package at the full Price after payment by the Client of the Price, the Supplier may reimburse to the Client the Price paid less the Deposit.

## **6. The Package / Event**

6.1 The Supplier cannot guarantee that the Event will take place and cannot be responsible for any changes; postponements or cancellation of the event by the Promoter or artists involved, in the case of the change, postponement or cancellation the Client will be entitled to a refund of all monies paid to the Supplier minus an administration charge of 10% of the amount paid or £25.00 in the case where 10% administration charge is less than £25.00.

6.2 It is the responsibility of the Client to ensure that they check necessary sources such as the Promoter, the artist, the venue or national press for Event starting times, any amendments or changes to the show and the terms and conditions that apply to the Event, show and the Venue. The Supplier cannot be responsible for any changes to timings or dates previously advertised or any terms and conditions that have been changed or applied by the Promoter or Venue.

6.3 It is the responsibility of the Client to adequately insure themselves against postponement or cancellation for whatever reason, of the Event.

6.4 Every reasonable effort will be made by the Supplier to adhere to the Itinerary and confirmed booking arrangements, but the Supplier reserves the right at its discretion to alter, omit or change such details if necessary including upgrading or downgrading the Package. In this case an option will be offered to the Client whether they accept such changes or wish to obtain a full refund. However the Supplier shall have no liability whatsoever to the Client for any such changes over and above the payment of a refund.

## **7. Delivery**

7.1 Delivery of the Package shall be deemed to be made on the earliest of:

- (a) Collection of the Package by the Client, or
- (b) Delivery of the Package by the Supplier to the Client, or
- (c) Delivery of the Package by the Supplier to a third party carrier for delivery to the Client.

7.2 Any dates quoted for delivery are approximate only and the Supplier shall not be liable for any delay in the delivery of the Package however caused. Time for delivery shall not be of the essence.

7.3 The Package will not be issued to the Client unless payment of the Price has been received in full from the Client. Following receipt of payment, the Supplier shall attempt, but not be obligated, to dispatch the Package and any ancillary Event information to the Client no later than 14 days prior to the Event.

7.4 Due to circumstances beyond its control, the Supplier reserves the right to deliver Event tickets up to and including on the day of the Event without liability to the Client.

## **8. Third Parties**

8.1 The Supplier sells Packages on behalf of Promoters and other third parties and Packages are issued subject to the terms and conditions of any such Promoter. No liability of any kind howsoever caused shall attach to the Supplier in connection with or arising out of such arrangements. In the event that any element of a Package shall not be available, for whatever reason, any liability of the Supplier shall be limited to the return of all sums paid by the client for such Package.

## **9. Loss, Damage, Risk & Property**

9.1 Risk of damage to or loss of the Package shall pass to the Client;

(a) in the case of the Package collected from the Supplier's premises, at the time when the Supplier notifies the Client that the Package is available for collection; or

(b) in the case of Package to be delivered to the Client's premises by the Supplier, when the Supplier leaves the Supplier's premises to make such delivery; or

(c) at the time of posting, if the Package is to be posted by the Supplier to the Client; or

(d) at the time of the Supplier handing the Package to the third party, if the Package are to be delivered by a third party carrier.

9.2 If risk has passed to the Client in accordance with Condition 9.1, the Supplier shall not be liable to replace any lost or damaged Packages.

9.3 Notwithstanding delivery and the passing of risk in the Package, or any other provision of these Conditions, the property in the Package shall not pass to the Client until the Supplier has received in cash or cleared funds the payment in full of the Price and all other sums due to the Supplier from the Client.

9.4 Until such time as property in the Package passes to the Client, the Client shall remain the property of the Supplier, and the Client shall keep the Package properly stored, protected, insured and identified as the Supplier's property.

9.5 Until such time as property in the Package passes to the Client, the Supplier shall be entitled at any time to require the Client to deliver the Package to the Supplier and, if the Client fails to do so, the Supplier shall have the right to enter upon any premises of the Client or any third party where the Package is stored to repossess the Package.

## **10. Warranties & Liabilities**

10.1 The Client acknowledges that the Supplier has no control over the running of the Event and the Supplier gives no warranty and makes no representation that the Event shall take place and, subject to Conditions 10.2, 10.3 and 14.1, the Supplier shall not be liable to give any refund in the event of the Event being cancelled or postponed by the Promoter.

10.2 If for any reason the Event is postponed, the Client Order for that Event will be valid for the re-scheduled Event (if any) except where such re-scheduled Event takes place at a location other than the original Venue.

10.3 If for any reason outside the control of the Supplier (including, without limitation, due to the circumstances set out in Condition 12) the Event is postponed, cancelled or abandoned (whether in whole or in part) any refunds shall be at the entire discretion of the Supplier and the Client is advised to take out its own insurance to cover such risks and associated costs.

10.4 The Supplier warrants that the Package will comply with the description set out in the Itinerary.

10.5 Subject as expressly provided in these Conditions, and except where the Package is sold to a person dealing as a consumer, all other warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

10.6 The Client acknowledges that the Supplier has no control over the pricing of Tickets and that any description of the position of seats is that of the Promoter or Venue owner.

10.7 Where any valid claim in respect of the Package which is based on the validity of the Package is notified to the Supplier in accordance with these Conditions, the Supplier shall be entitled to replace such Package free of charge or, at its sole discretion, refund to the Client the Price of the Package (or a proportionate part of the Price), but the Supplier shall have no further liability to the Client.

10.8 The Supplier has no control over the running of the Event or the Venue and accepts no liability for any acts or omissions on the part of persons organising the Event or operating the Venue or their servants, agents, employees or sub-contractors and makes no representation that any individual artist, performer, player or participant shall appear at the Event.

10.9 Any complaints concerning the Package must be notified to the Supplier in writing as soon as reasonably practicable after the Event.

## **11. Limitation of Liability**

11.1 The Supplier shall not be liable to the Client for any indirect or consequential loss or damage (including, without limitation, loss of revenue, loss of profits or loss of anticipated savings) arising out of or in connection with the performance or any breach of the Contract. In any event, the maximum liability of the Supplier to the Client in aggregate for any and all claims made against the Supplier in contract, tort or otherwise under or in connection with the subject matter of the Contract shall not exceed the total Price paid for the Package by the Client to the Supplier in respect of the Contract.

11.2 Nothing in this Condition 11 shall operate to exclude liability for death or personal injury resulting from the negligence of the Supplier.

## **12. Force Majeure**

12.1 The Supplier shall not be liable to the Client or be deemed to be in breach of the Contract or these Conditions by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Contract or to these Conditions if the delay or failure is due to any event beyond the Supplier's reasonable control, including but not limited to: any Act of God, explosion, flood, tempest, fire or accident; war or threat of war, terrorist activity or threat of terrorism, sabotage, insurrection, civil disturbance or requisition, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental or local authority, import or export regulations or embargoes, strikes, lockouts or other industrial actions or trade disputes, power failure or postponement or cancellation of the Event.

## **13. Customer Default**

13.1 The Supplier may without prejudice to any rights or remedies which it may have to defer or cancel the Contract if:

- (a) the Client commits a material breach of any of its obligations under the Contract which is not capable of remedy; or
- (b) the Client has committed a material breach of any of its obligations under the Contract which is capable of remedy but which has not been remedied within a period of 10 days following receipt of written notice to do so; or
- (c) the Client enters into any compromise or arrangement with its creditors, or if an order is made or an effective resolution is passed for its winding up (except for the purposes of amalgamation or reconstruction as a solvent company) or if a petition is presented to court, or if a receiver, manager, administrative receiver or administrator is appointed in respect of the whole or any part of the other party's

undertaking or assets; or

(d) the Client (if in business) ceases or threatens to cease to carry on its business; or

(e) the Client (if an individual) is made bankrupt; or

(f) the Client fails to pay the Price in full with less than 60 days remaining prior to the Event.

#### **14. Indemnity**

14.1 The Client shall indemnify the Supplier in full against and hold the Supplier harmless from all claims, costs, damages, liabilities, expenses (including but not limited to legal expenses) demands and judgements awarded against or incurred or paid by the Supplier as a result of or in connection with any and all acts or omissions of the Client, its guests, employees, agents or subcontractors including but not limited to acts or omissions at the Event and damage caused to the Venue by the Client or its guests.

#### **15. Venue Conditions**

15.1 The Client is responsible for its guests and will procure that its guests comply with these conditions and with any rules, regulations and directions set down by the Supplier, the Promoter and/or the Venue owner including, without limitation, any and all conditions of sale applicable to Package.

15.2 The Client will not resell or otherwise transfer any part of a Package.

15.3 The Client will not use any or part of a Package (including, for the avoidance of doubt, any Tickets) as prizes in competitions, sweepstakes, raffles, draws or for other similar commercial, promotional or charitable purposes without the Supplier's prior written consent.

15.4 The Client will not display any signage, promotional material or other such items anywhere at the Venue without the Supplier's prior written consent.

15.5 The Client shall be responsible for ensuring the good and orderly behaviour of its guests whilst at the Venue and shall ensure that any person behaving in an unruly or abusive manner shall leave the Venue if requested to do so by the Supplier or the authorised staff of the Promoter or the Venue.

15.6 As a minimum, smart casual attire is required in the facilities at the Venue and the Supplier reserves the right to refuse admission to any person wearing inappropriate items of clothing or footwear or to require any such person to leave the Venue. Specific advice in relation to dress code will be included in the event information section of any documentation sent to the Client.

15.7 Where drinks are bought on a consumption basis, returns of open bottles of wine, spirits, and part kegs of draught beer and lager cannot be refunded.

15.8 The Supplier accepts no responsibility for personal possessions brought into the Venue by the Client or its guests.

#### **16. General**

16.1 The Contract is personal to the Client and the Client shall not assign or transfer or purport to assign, or transfer to any other person, any of its rights or sub-contract, any of its obligations under the Contract. The Supplier shall be entitled to assign or sub-contract any of its rights, benefits and interests in or under the Contract to third parties.

16.2 Notices shall be deemed to be served on delivery when delivered by hand, on receipt of a printout confirming due transmission when transmitted by electronic mail

or facsimile, or 5 days after mailing if sent by mail, provided the postage is properly paid and such notice is correctly addressed to the respective party at the address made known by each party prior to entering into the Contract. If a party changes its address for notification purposes, then it shall give the other party written notice of the new address and the date on which it shall become effective.

16.3 No waiver by the Supplier of any breach of the Contract or these Conditions by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.

16.4 Nothing in the Contract or these Conditions shall constitute or be construed as constituting a partnership or joint venture between the Supplier and the Client or shall authorise either party to enter into contractual relationships or incur obligations on behalf of the other party.

16.5 An entity which is not expressly a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract or these Conditions.

16.6 If any provision of these Conditions or the Contract is found by any competent authority or a court of law to be invalid or unenforceable for any reason, the invalidity or unenforceability of that provision will not affect the validity or enforceability of the remainder of these Conditions and the Contract shall continue in full force and effect.

16.7 The Supplier will use the data supplied by the Client in order to inform the Client of future Events and offers. Data may be passed to other companies within the Supplier's group of companies and to affiliated organisations. For more information or should you object to the passing of data in this way, please see our privacy policy or contact the Supplier.

16.8 These Conditions and the Contract shall be governed by and construed in accordance with the laws of England, and the Client agrees to submit to the non-exclusive jurisdiction of the English courts.