

TERMS AND CONDITIONS, FORMING THE "AGREEMENT"

1. DEFINITIONS USED IN THESE CONDITIONS

1.1 "Booking Form" means the booking form signed by the Customer, to which these Conditions are attached and incorporated into the Agreement between the Customer and Hospitality Sports & Banqueting Club Ltd

1.2 "Conditions" means the terms and conditions set out in this Agreement together with any other terms agreed in writing.

1.3 "Customer" means the legal entity detailed above with whom Hospitality Sports & Banqueting Club Ltd make this Agreement.

1.4 "Event" means the event(s) included in the Package, as specified in the Booking Form.

1.5 "Force Majeure" means an event beyond Hospitality Sports & Banqueting Club Ltd's control, including (but not limited to) an act of God, civil disorder, war or military operations, terrorism or threat of terrorism, national or local emergency, acts or omissions of government, industrial disputes, fire, flood, weather or natural disaster, any other act or omissions of persons for whom Hospitality Sports & Banqueting Club Ltd is not responsible, or events which are unforeseeable and could not have been reasonably avoided.

1.6 "Literature" means specifications, itineraries, dates, menus and other such similar information published by Hospitality Sports & Banqueting Club Ltd on the various Packages.

1.7 "Package" means the hospitality services detailed in the Booking Form, including the Event identified on the Booking Form (if any). 1.8 "Price" means the Price for the Package plus VAT (where applicable) as set out in the Booking Form.

2. TERMS OF SALE

2.1 The Customer wishes to purchase the Package (and entry to any Events contained within the Package) and hereby appoints Hospitality Sports & Banqueting Club Ltd (and Hospitality Sports & Banqueting Club Ltd accepts such appointment) to provide the Package and book entry to any Events contained within the Package on behalf of the Customer, in accordance with this Agreement. The Customer hereby gives its authority to Hospitality Sports & Banqueting Club Ltd to purchase tickets or other goods/services in the name of the Customer (as agreed with the Customer and confirmed on the Booking Form, or as agreed in writing with the Customer) when Hospitality Sports & Banqueting Club Ltd makes such bookings and/or completes such purchases.

2.2 Hospitality Sports & Banqueting Club Ltd agrees to sell and the Customer agrees to buy the Package, subject to these Conditions and it is expressly agreed that these Conditions represent the entire agreement between the parties in respect of the purchase of the Package and may only be varied or amended by the written agreement of both parties.

2.3 Hospitality Sports & Banqueting Club Ltd employees or agents are not authorised to make representations (whether oral or in writing) concerning alterations to the information in the Literature or these Conditions and any such alterations shall only be binding when confirmed in writing by a director of Hospitality Sports & Banqueting Club Ltd. The Customer acknowledges in signing the Booking Form attached to this Agreement that they have not relied on any such representations.

2.4 Hospitality Sports & Banqueting Club Ltd may at any time and without liability amend any error or omission in their Literature (including any alterations on Price or description of the Package) or invoice or any other document issued by it.

3. RESERVATIONS AND PAYMENT

3.1 The Literature constitutes an invitation to treat and no binding agreement for the sale of a Package shall exist until a valid Booking Form is received back from a Customer within the stated deadline duly signed by a person having authority to sign on behalf of the Customer, and such Booking Form has been acknowledged by Hospitality Sports & Banqueting Club Ltd, with confirmation of availability of Event(s) contained within the Package, by Hospitality Sports & Banqueting Club Ltd issuing its receipt.

3.2 Payment of a deposit of 50% of the Price is required to be paid to Hospitality Sports & Banqueting Club Ltd by the Customer within 14 days of receipt by Hospitality Sports & Banqueting Club Ltd of a signed Booking Form from a Customer, when Hospitality Sports & Banqueting Club Ltd shall issue its pro-forma invoice for payment. The balance of the Price is payable by the Customer not less than 12 weeks before the Event. The dates for payment are confirmed on the Booking Form. Once Hospitality Sports & Banqueting Club Ltd receives payment from the Customer, it shall issue a full VAT invoice for all sums payable in accordance with this Agreement.

3.3 Payments terms and conditions on booking forms shall supersede any other terms and conditions.

3.4 On requests for bookings placed within 12 weeks of the Event, or any concerts and football bookings, full payment of the Price is due from the Customer upon receipt of the pro-forma invoice sent by Hospitality Sports & Banqueting Club Ltd, which shall be generated upon receipt of the signed Booking Form and provide confirmation of your booking of the Package. A full VAT invoice shall then be issued once full payment of the Price has been received from the Customer by Hospitality Sports & Banqueting Club Ltd. Bookings shall only be confirmed after payment is received.

3.5 Hospitality Sports & Banqueting Club Ltd shall be entitled to charge the Customer interest on all overdue balances at the rate of 8% per annum above the base lending rate from time to time of National Westminster Bank Plc (both before and continuing after any Court Judgement) from the date payment became due to the date of payment in full with such interest being applied on a daily basis.

3.6 Hospitality Sports & Banqueting Club Ltd agrees to transfer payment to suppliers, as appropriate, for Events and other parts of a Package, once payment has been received from the Customer in accordance with the Conditions of this Agreement.

3.7 Hospitality Sports & Banqueting Club Ltd accepts payment by credit/debit card (VISA, MasterCard, American Express, Maestro, Electron), bank transfer and business cheque. There is no charge for payments made with consumer debit or credit cards. Business card payments may be subject to charges. Full details can be obtained by contacting our accounts team. Hospitality Sports and Banqueting Club Ltd does not accept cash payments.

3.8 Payments terms and conditions on booking forms shall supersede any other terms and conditions.

4. ADDITIONAL SERVICES

4.1 From time to time Hospitality Sports & Banqueting Club Ltd may provide additional goods and/or services which do not form part of the Package and Hospitalityfinder.co.uk shall act as agents of the Customer and only on the basis that no liability of any kind shall attach to Hospitality Sports & Banqueting Club Ltd for the provision of such additional goods and/or services.

4.2 Hospitality Sports & Banqueting Club Ltd shall issue a separate invoice for any additional goods and/or services which shall be payable within 5 days of the date of the invoice unless the order is placed within 12 weeks of the Event when payment is due upon receipt of the invoice.

4.3 The Customer is responsible for ensuring they obtain any required documentation in order to access any venue, to adhere to any travel arrangements or for any other purpose that would otherwise prevent Hospitality Finder from carrying out any obligation that makes up any part of this agreement. These documents can include but is not limited to, photographic identification such as valid UK drivers licence and/or Valid passport. Hospitality Finder recommends your passport's expiry date is no less than 6 months from the date of your return travel. Hospitality Finder's recommendation is advisory only and not obligatory and no cannot be held liable for any issues arising from invalid documentation. The customer retains responsibility and remains liable for ensuring documentation is up to date, accurate, and usable as per any third party suppliers terms and conditions and any other legal or contractual obligation. Hospitality Finder cannot be held liable in the event of a customer being refused access to, for any reason, any venue, travel arrangement or any other part of the package including flights, accommodation transfers etc as a result of missing, out of date, or otherwise non valid documentation.

5. ALTERATIONS

5.1 Whilst Hospitality Sports & Banqueting Club Ltd will use all reasonable efforts to deliver the Package, it reserves the rights to alter the Package in anyway and for any reason which in its absolute discretion it considers necessary.

5.2 Hospitality Sports & Banqueting Club Ltd shall be entitled to increase the Price at any time and for any reason which in its absolute discretion it considers necessary and payment of the additional sum shall be made by the Customer within 7 days of the invoice.

5.3 The Customer shall be entitled to cancel the Package and (subject to Clause 9.5) receive a refund if Hospitality Sports & Banqueting Club Ltd increase the Price, providing written notice of Cancellation is given by the Customer within 4 days of the date of the invoice notifying the Customer of the increase.

5.4 The suppliers of any tickets and/or Events (which may make up part of your Package) reserve the right to alter details of a booking, seat allocations or make other changes to tickets and/or Events booked by Hospitality Sports & Banqueting Club Ltd on the Customer's behalf, without notice. Hospitality Sports & Banqueting Club Ltd will provide the Customer with notice of any changes or variations tickets and/or Events that it may be notified of by a supplier, although Hospitality Sports & Banqueting Club Ltd shall not be liable for any losses to the Customer if notice is not provided to Hospitalityfinder.co.uk by the supplier of any changes or variations to tickets and/or Events that have been purchased on behalf of the Customer by Hospitality Sports & Banqueting Club Ltd under this Agreement.

6. EXCLUSIVE FACILITIES

6.1 Where a Customer requests an exclusive facility at venue where an Event is being held, this will be subject to an additional exclusivity fee plus VAT where applicable. Such exclusivity fee shall be confirmed to the Customer in writing.

6.2 Hospitality Sports & Banqueting Club Ltd shall issue a separate invoice for the exclusivity fee which shall be payable within 7 days of the date of the invoice unless the request is made within 12 weeks of the Event, when payment is due upon receipt of the invoice.

7. TICKETING AND DOCUMENTATION

7.1 Hospitality Sports & Banqueting Club Ltd will despatch, where possible, car park and other passes and information to the Customer prior to the Event date, providing the Price and any additional charges have been paid in full and cleared funds. When it is not possible to despatch all relevant documentation relating to the Package to the Customer prior to the Event for any reason (for example, the booking made by the Customer is too close to the Event date for despatch to the Customer of the information), Hospitality Sports & Banqueting Club Ltd reserves the right to make the tickets and all other relevant information available for collection by the Customer at an agreed location on the Event date.

8. WARRANTIES AND LIABILITY

8.1 Hospitality Sports & Banqueting Club Ltd cannot guarantee and does not warrant that the Event will take place on the date of dates agreed or at all or the ability of its suppliers to supply (all of which shall be treated as Force Majeure). In the circumstances of an event of Force Majeure, the Customer shall not be entitled to any refund except to the extent that Hospitality Sports & Banqueting Club Ltd is able to obtain a refund from relevant third parties.

8.2 Hospitality Sports & Banqueting Club Ltd shall not be liable for any consequential loss or damage including (but not limited to) loss of business or profits, loss of goodwill or loss of contracts sustained by the Customer in any circumstances.

8.3 Nothing in this Agreement shall exclude or limit the liability of Hospitality Sports & Banqueting Club Ltd for its negligent acts or omissions which cause death or personal injury, or for any fraudulent misrepresentation.

8.4 Except for claims under Clause 8.3, the liability of Hospitality Sports & Banqueting Club Ltd to the Customer for breach of this Agreement or negligence or otherwise shall be limited to a maximum of the Price paid by the Customer to Hospitality Sports & Banqueting Club Ltd under this Agreement.

8.5 Tickets or other entry to events which may form part of the Package booked for the Customer are subject to the ticket provider / supplier / venue owner's own terms and conditions and the Customer acknowledges that they shall be bound by those terms and conditions to the ticket provider / supplier / venue owner, in addition to its responsibilities under this Agreement. The ticket provider / supplier / venue owner reserve the right to remove people from a venue or event, at their discretion, and a Customer's entry to a venue or event will be subject to not only the terms and conditions of the venue owner and rules and regulations of the venue, but also the event organiser and Customers must ensure they read their tickets and any other materials / literature forwarded to them by Hospitality

Sports & Banqueting Club Ltd and/or the venue owner / ticket provider / supplier when they receive such materials / literature, to ensure that they familiarise themselves with these terms prior to the event and/or attendance at the venue.

9. CANCELLATION AND TERMINATION

9.1 The Customer shall be entitled to cancel the Package at any time by giving notice in writing to Hospitality Sports & Banqueting Club Ltd, subject to the terms of this Clause 9 and the Conditions of this Agreement.

9.2 In the event of cancellation for whatever reason, save as prescribed in Clause 8.1, the Customer shall forfeit any payment made under Clause 3.2 above and if not yet paid, shall remain liable for such payment in accordance with this Agreement.

9.3 In addition to Clause 9.2 above, if cancellation is made 12 weeks or less before the Event date, then the full Price remains due and shall be payable forthwith by the Customer to Hospitality Sports & Banqueting Club Ltd.

9.4 If any payment of the Price is not received by the due date, Hospitality Sports & Banqueting Club Ltd shall be entitled, at its sole discretion, to treat the Package as cancelled by the Customer and in those circumstances, Hospitality Sports & Banqueting Club Ltd shall issue a written notice of cancellation to the Customer and the provisions of Clauses 9.2 and 9.3 apply.

9.5 Tickets are generally not able to be cancelled and no refunds are offered. However, each Event is different and the Customer will be bound by the supplier / venue owner terms and conditions and Hospitalityfinder.co.uk shall not be responsible to the Customer in the event of any cancellation, refusal of entry or other termination of the Customer's right to enter an event / venue.

10. CONFIDENTIALITY, DATA PROTECTION, GDPR

10.1 The parties agree to keep confidential any information disclosed to the other party where such information is specifically highlighted as being confidential information ("Confidential Information"). The obligations of confidentiality shall continue for as long as the Confidential Information remains confidential, unless any disclosure of the Confidential Information is required in order for a party to comply with its obligations under this Agreement, or if the Confidential Information is required to be disclosed as a matter of law.

10.2 Hospitality Sports & Banqueting Club Ltd collects, stores and processes personal data in accordance with its Privacy Policy and GDPR guidelines.

10.3 Your information is stored on our Secure GDPR compliant servers. The information is managed by Hospitality Sports & Banqueting Club Ltd only subject to clause 10.2. Subject to your 'double opt in' you give Hospitality Sports & Banqueting Club Ltd as an organisation and each department within our organisation permission to contact you as per our internal procedures.

10.4 Hospitality Sports & Banqueting Club Ltd will attempt to reengage with you within a specific amount of time from our last 'contact'. Should we fail to reengage, we will archive your information and then destroy it as per our GDPR procedures and guidelines. If at any time you wish for us to remove any or all of your details, please contact us.

11. GENERAL

11.1 Any failure or delay by Hospitality Sports & Banqueting Club Ltd in enforcing or exercising any of the terms of rights or powers arising under this Agreement shall not constitute a waiver of those terms or rights or powers and shall not affect Hospitality Sports & Banqueting Club Ltd's right to enforce or exercise them at some later stage.

11.2 If for any reason any of the Conditions set out in this Agreement are held to be illegal and/or unenforceable then the remainder of the Agreement will continue in force but without those particular conditions.

11.3 Any notices to be served in accordance with this Agreement must be served personally or by ordinary First Class mail or facsimile. All invoices and notices served by Hospitality Sports & Banqueting Club Ltd will be sent to the Customer at the address on the Booking Form or such other address that has been notified to Hospitality Sports & Banqueting Club Ltd in writing. All notices to be served by the Customer shall be sent to our registered office address and such notices shall be deemed to take effect only when acknowledged by Hospitality Sports & Banqueting Club Ltd in writing.

11.4 Any legal costs, expenses or charges incurred by Hospitality Sports & Banqueting Club Ltd in recovering any outstanding payments shall be paid by the Customer on a full indemnity basis.

11.5 The parties to this Agreement do not intend that any term of the Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

11.6 The Agreement is to be considered in accordance with the Laws of England and Wales and the parties hereby submit to exclusive jurisdiction of the English Courts.