

1. INTERPRETATION

In these terms and conditions, the following words shall have the following meanings:

“**Booking Form**” means the Seller’s order form of which these Conditions form part.

“**Conditions**” means the standard terms and conditions of sale set out below;

“**Confirmation**” means the placing by the Client of an order for a Hospitality Services via the Booking Form.

“**Contract**” means a legally binding contract made in accordance with Condition 2 of the Conditions.

“**Client**” means you, the purchaser of the Hospitality Services, including all members of your party, or any person on whose behalf you agree to make the booking and who is listed on the booking materials, or any other person to whom you transfer our services.

“**Deposit**” means the non-refundable 50% deposit payable as detailed on the Seller’s invoice or as otherwise notified on the Booking Form.

“**Event**” means an entertainment event as set out in the Booking Form including, without limitation, a sports exhibition/fixture, concert, theatrical and/or music event or other recreational or entertainment activity as well as any other bespoke event, to be held at a Venue.

“**Hospitality Services**” means the Hospitality Services to be sold to the Client by the Seller which may include without limitation; a ticket to the Event together with catering and any ancillary services at the Event within the facilities at or in the vicinity of the Venue and full details of the services will be set out on the Sellers booking form or proposal in respect of each event:

“**Party**” means a group of people travelling under the same or related bookings with one main point of contact and/or co-ordinator.

“**Party Member**” means a person travelling with a Party.

“**Price**” means the price of the Hospitality Services detailed on the Booking Form or as otherwise notified by the Seller in writing, plus any applicable value added tax (V.A.T)

“**Promoter**” means the person, firm or company staging the Event.

“**Seller**” means The Hospitality Partnership Limited T/A THP and The Hospitality Partnership, which is registered in Ireland under company number 317458 and whose registered address is Cranford House, Montrose, Donnybrook, Dublin 4.

“**Tickets**” means the tickets or other types of evidence (including electronic tickets, passes or badges) sold by the Seller to the Client as part of a Hospitality Services on behalf of the Promoter for the right to occupy space at or to attend an Event.

“**Venue**” means the facilities or location where the Event is to be staged; and

“**Website**” means the Seller’s website at www.thp.ie.

1.1 The headings in these Conditions are for convenience only and shall not affect their interpretation.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted, or extended at the relevant time.

1.3 Where the context dictates in these Conditions, the singular shall include the plural and vice versa and any gender includes the other gender

2. BASIS OF SALE

2.1 All Hospitality Services and Tickets are sold subject to availability, to the Sellers sole discretion and/or to these Conditions. Subject to the availability of the relevant Hospitality Services and/or Tickets at the time of a receipt of a Confirmation by the Seller, the receipt by the Seller of a Confirmation shall constitute the booking by the Seller of Hospitality Services and/or Tickets and shall create a Contract subject to these Conditions. The Seller expressly excludes all liability for any loss, expense or other type of claim arising as a result of any unsuccessful attempt to purchase a Hospitality Services.

2.2 These Conditions incorporate any special terms and conditions which may be displayed on the Booking Form with respect to a particular Event or Venue and should be read in accordance with the Venue and/or Promoter terms, conditions and regulations, copies of which are available on request from the Venue. In the event of any inconsistency between the terms in relation to the Venue or Promoter requirements, those of the Promoter shall prevail. If no Promoter, those of the Venue shall prevail. Save as provided in this Condition 2.2, these Conditions shall apply to the Contract to the exclusion of any other terms and conditions.

2.3 Subject to Condition 3.1 of these Conditions, no variation of the Contract shall be binding unless agreed in writing by an authorised representative of the Seller. Each of the Seller and the Client agrees that it has not entered into these Conditions in reliance on, and shall have no remedy in respect of, any statement, representation, covenant, warranty or undertaking (whether negligently or innocently made) by any person (whether party to these Conditions or not) other than as expressly set out in these Conditions provided always that nothing in this Condition 2.3 shall operate to exclude any liability for fraud.

2.4 Any typographical, clerical, or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

3. VARIATION

3.1 Whilst every reasonable effort will be made to ensure that the Hospitality Services is in accordance with the details as set out on the Booking Form, the Seller reserves the right in the Seller's absolute discretion to make any changes to the Hospitality Services which do not, in the reasonable opinion of the Seller, materially affect the quality of the Hospitality Services. A "material" change is a change which, in the Seller's reasonable opinion, makes the Hospitality Services materially different from the Hospitality Services that purchasers, taken generally, could reasonably expect.

3.2 In the event that it is necessary for the Seller to make any material change to the Hospitality Services (other than where due to the circumstances set out in Conditions 8 and 10 and/or the acts or omissions of the Client), the Seller will use reasonable endeavours to offer the Client the option of an alternative Hospitality Services of comparable standard or, where such alternative Hospitality Services is not available or is unacceptable to the Client, will repay to the Client the Deposit, Booking Fee and any additional Price already paid by the Client.

4. PRICE

4.1 The Price shall be the price as set out in the Booking Form and these Conditions.

4.2 The Price shall be exclusive of value added tax and all other applicable taxes which shall be paid by the Client in addition to the Price.

5. PAYMENT

5.1 The Deposit and/or Booking Fee shall be payable by the Client as stipulated on the Booking Form and shall (save as expressly provided in these Conditions) be non-refundable.

5.2 On receipt of a Confirmation and a Deposit from the Client the Hospitality Services shall be deemed to be booked.

5.3 An invoice shall be sent by the Seller to the Client immediately on receipt of the signed Booking Form and the Client shall pay the remaining balance of the Price, (taking into account any Deposit or Booking Fee already paid) in full, no later than 12 weeks prior to the Event (time for payment being of the essence)

5.4 The Price in respect of any bookings made within 12 or fewer weeks of the relevant Event must be paid in full by the Client at the time of booking. The Price in respect of any bookings made within 14 days of the relevant Event must be paid in full by an authorised credit card.

5.5 Any additional fees or charges for any additional goods or services e.g. Champagne/Prosecco, provided by or on behalf of the Seller for the Client at the Event at the Client's request which are not included in the Hospitality Services shall be paid for in full by the Client by an authorised credit card on the day of the relevant Event, unless an alternative payment arrangement has been approved in writing, by the Seller, in advance of the Event.

5.6 If the Client fails to pay the Price in full by the due date as detailed on the invoice, or the Client gives the Seller notice in writing of its intention to cancel the Hospitality Services then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract and suspend provision of the Hospitality Services and any further Hospitality Services to the Client and the Client shall be liable to the Seller for the Price in full and, save where otherwise agreed in writing by the Seller, shall not be entitled to a refund of any Price paid (or the Deposit or Booking Fee).

5.7 The Seller reserves the right to levy an administration charge for each amendment made to the original booking at the request of the Client.

5.8 The Seller reserves the right to cancel or suspend any Hospitality Services, in whole or part, at any time, if allowing the Client (or any of their Guests) to use the Hospitality Services could, in the opinion of the Seller, prejudice or be detrimental to the reputation of the Seller or Event and/or if the Client (or any of their Guests) is in breach of these Conditions. If a Hospitality Services is suspended or cancelled under this clause 5.8 the Client shall not be entitled to a refund and no refund will be granted in relation to any person who is refused access to the Venue or ejected from the Venue under these Conditions and/or the Venue or Event Conditions of Entry.

6. DELIVERY OF TICKETS

6.1 Delivery of the Tickets shall be deemed to be made on the earliest occurrence of either: collection of the Tickets by the Client from the Seller, or delivery of the Tickets by the Seller to the Client, or delivery of the Tickets by the Seller to a third-party carrier for delivery to the Client. The Seller will endeavour to courier tickets to an address provided by the Client at Confirmation, which is located on the island of Ireland. The cost of an international carrier delivery, to an address not on the Island of Ireland will be charged directly to the Client and the Client shall accept the charge.

6.2 Any dates quoted for delivery of the Tickets are approximate only and the Seller shall not be liable for any delay in delivery of the Tickets however caused. Time for delivery shall not be of the essence unless previously agreed by an authorised representative of the Seller in writing.

6.3 Tickets will not be issued to the Client prior to receipt and bank clearance of payment in full of the Price in respect of the relevant Hospitality Services. Following receipt of the Price in full, from the Client, the Seller shall attempt, but not be obligated, to dispatch the Tickets and any ancillary Event information to the Client no later than 7days prior to the Event.

6.4 The Seller reserves the right to make Tickets available for collection at the Venue box office. The Client will be notified by telephone, email or in writing of the arrangements for collection (using the details provided by the Client at the time of Confirmation) if this becomes necessary. Where there is not enough time to deliver Tickets, the Client will be told at the time of purchase the arrangements for collection of Tickets.

6.5 It is the Client's responsibility to check Tickets on receipt as mistakes cannot always be rectified after delivery.

7. RISK AND PROPERTY IN TICKETS

7.1 Risk of damage to or loss of the Tickets shall pass to the Client:

(a) in the case of Tickets collected from the Seller's premises, at the time when the Client collects the Tickets; or

(b) in the case of Tickets to be delivered to the Client's premises by the Seller, when the Seller leaves the Tickets at the Client's premises; or

(c) at the time of the Seller handing the Tickets to a third party, if the Tickets are to be delivered by a third party carrier.

7.2 Once risk of damage to or loss of the Tickets has passed to the Client in accordance with Condition 7.1 the Seller shall not be liable to replace any lost or damaged Tickets. Duplicate Tickets may only be issued at the discretion of the Venue or the Promoter. If duplicates are issued, a reasonable administration charge may be levied.

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

7.4 All Tickets are non-transferable, and the Client shall not be entitled to sell or to pledge or in any way transfer, or charge by way of security for any indebtedness any of the Tickets. The only exception to this clause is in the case where the Client is a Sub-Seller of the Seller and a formal Sub-Seller agreement is in place with the Seller in respect of the Event.

7.5 The Client acknowledges that the Seller has no control over the pricing of Tickets and that any description of the position of seats is that of the Promoter or the Venue. The Seller, Venue and/or Promoter reserve the right to provide alternative seats at an Event to those specified on the Ticket if the staging of the Event reasonably requires, provided that they are of no less value to that stated on the Ticket.

7.6 Ownership or possession of a Ticket does not confer any rights (by implication or otherwise) on the Client to use, alter, copy or otherwise deal with any symbols, trademarks, logos and/or intellectual property appearing on the Ticket.

8. EVENTS AND CANCELLATIONS

8.1 The Seller has no control over the running of the Event and the Seller gives no warranty and makes no representation that the Event shall take place and, subject to Conditions 8.3 and 8.4, the Seller shall not be liable to give any refund in the event of the Event being cancelled or postponed.

8.2 It is the Client's responsibility to ascertain whether an Event has been cancelled or re-scheduled and the date and time of any re-scheduled Event. Where an Event is cancelled or re-scheduled, the Seller will use its reasonable endeavours to notify the Client using the details provided at the time of Confirmation but the Seller does not guarantee that the Client will be informed of such cancellation before the date of the Event.

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

8.4 If for any reason outside the control of the Seller (including, without limitation, due to the circumstances set out in Condition 10) the Event is postponed, cancelled, or abandoned (whether wholly or in part) any refunds shall be limited to refunds (if any) that may be payable under the rules and regulations of the Venue and/or Promoter less any Booking Fee.

8.5 Where a refund is sought, the Client must bring this to the attention of the Seller as soon as reasonably possible upon becoming aware of the cancellation, postponement, or abandonment.

8.6 No guarantees can be given that the Event will take place at a particular time or on a particular date and the Venue and/or the Promoter reserve the right to reschedule any such Event without notice and without any liability whatsoever. The details given on tickets for sports fixtures are indicative only and it is the Client's responsibility to check the final arrangements for any matches for which they have tickets, including the date and kick-off time of any such Event.

8.7 Subject as expressly provided in these Conditions, and except where the Hospitality Services is sold to a person dealing as a consumer (within the meaning of the Consumer Protection Act 2007), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

8.8 Where the Hospitality Services is sold under a consumer transaction (as defined by the Consumer Protection from Consumer Protection Act 2007) the statutory rights of the Client are not affected by these Conditions.

8.9 The Seller 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.

8.10 Any complaints concerning the Hospitality Services must be notified to the Seller in writing as soon as reasonably practicable after the Event.

9. LIMITATION OF LIABILITY

9.1 Notwithstanding anything to the contrary in these Conditions, the Seller 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 and the maximum liability of the Seller to the Client in aggregate for any and all claims made against the Seller 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 Hospitality Services by the Client to the Seller in respect of the Contract.

9.2 The Seller shall not be obliged in the case of cancellation or postponement of an Event to provide a refund of monies paid by any Client.

9.3 Nothing in this Condition 9 shall operate to exclude liability for death or personal injury resulting from the negligence of the Seller.

10. FORCE MAJEURE

The Seller 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 act or acts beyond the Sellers reasonable control, including but not limited to; any act of God, adverse weather conditions, or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood damage or destruction by lightning, drought; explosion, fire or accident, destruction of machines, equipment, factories and of any kind of installation, prolonged breakdown of transport ,telecommunication, communicable diseases, plague or threat of plague pandemic or threat of pandemic, epidemic or threat of epidemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other restrictions on movement ,travel or work war or threat of war, terrorist activity or threat of terrorism, sabotage, insurrection, civil disturbance or requisition, act of authority whether lawful or unlawful, compliance with any law or governmental or other authority order, recommendation, rule, or direction, curfew restriction, 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 and/or restriction or curtailment of an event.

If any event is impacted as above or as a consequence of any of the acts listed above or any other act outside the control of the Seller the Seller in its absolute discretion shall be entitled to decide which clients can attend any event which is so restricted or curtailed.

11. CLIENT DEFAULT

11.1 The Seller may without prejudice to any rights or remedies which it may have against the Client 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 7 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 12 weeks remaining prior to the Event following the issue of an invoice requesting payment of the Price.

12. INDEMNITY

12.1 The Client and their guests shall not: a) cause any damage to the Venue; b) treat the Sellers staff or any person at the Event and the Venue in any undignified, threatening or abusive manner; c) engage in any abusive, dangerous or other unacceptable behaviour (including, for the avoidance of

any doubt, any homophobic, sexual, sectarian, racial or discriminatory behaviour in any form, whether physical, verbal or other) in or around the Venue; d) bring into the Venue any food, drink (including alcohol) or dangerous or illegal substances; e) smoke at the Venue only in allowed designated areas.

12.2 The Client shall indemnify the Seller in full against and hold the Seller 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 Seller 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.

13. VENUE CONDITIONS

13.1 The Client is responsible for its guests and will procure that its guests comply with these Conditions (where relevant) and with any rules, regulations, recommendations, guidelines, and directions set down and/or given by the Seller, the Promoter and/or the Venue owner including, without limitation, any, and all relevant statutes, safety announcements, Venue regulations and conditions of sale applicable to Tickets.

13.2 The Client will not resell or otherwise transfer or offer for sale or transfer any part of a Hospitality Services without the prior written consent of the Seller.

13.3 The Client will not use any or part of a Hospitality Services (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 Sellers prior written consent.

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

13.5 The use of equipment for recording or transmitting any audio, visual or audio-visual material or any information or data inside any Venue is strictly forbidden. Unauthorised recordings, tapes, films, or similar items may be confiscated and destroyed. Neither the Venue nor the Promoter shall be liable for any loss or damage to confiscated items.

13.6 The management of the Venue reserves the right to request that Ticket holders leave the Venue at any point on reasonable grounds (including, by way of example only, where Ticket holders fail to comply with Venue regulations or act in a manner which, in the reasonable opinion of the Venue, is likely to affect the enjoyment of other visitors to the Venue) and may take appropriate action to enforce this right. The Client and the Client's guests must comply with instructions and directions given by Venue staff and stewards. No refunds will be given to Ticket holders who are refused entry or ejected due to their own behaviour.

13.7 The management of the Venue reserves the right to conduct security searches from time to time and confiscate any item which, in the reasonable opinion of the management of the Venue, may cause a danger or disruption to other members of the audience or the Event.

13.8 As a minimum, smart casual attire is required in the facilities at the Venue and the Seller reserves the right to refuse admission to any person wearing inappropriate items of clothing and/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 hospitality documentation sent to the Client.

13.9 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 accepted.

13.10 Neither the Seller, the Venue nor the Promoter accepts any responsibility for any loss or damage to personal possessions brought into the Venue by the Client or its guests other than as caused as a result of the negligence of the Seller or that of the Venue or the Promoter.

13.11 By attending an Event, Ticket-holders consent to filming and sound recording of themselves as members of the audience. The Venue or Promoter may use such films and recordings (including any copies) without payment.

13.12 A breach by the Client of paragraph 13.2 or 13.3 shall entitle the Seller to terminate the Contract without refund to the Client.

13.13 AWAY EVENTS

13.13.1 If Hospitality Services are being provided for an Event being held outside the Republic of Ireland, the following terms and conditions shall apply:

a) The Seller is neither a tour operator nor a travel agent. Flights are offered by the Seller's Travel partner, whose terms, and conditions (as well as any applicable International Conventions) apply in relation to provision of travel services. The Seller's role is simply to agree payment terms between the Client and the Service Provider. A copy of applicable conditions will be available to the Client prior to booking via the Seller's travel partners website. In addition, the Client will be subject to the airline's terms and conditions which the Client must refer to on the relevant airline's website. The Seller has no control over flight schedules, the Client is strongly recommended to procure adequate travel insurance to cover the cost of cancellation by the Client, the cost of assistance in the event of accident or illness, loss of baggage or money and other expenses and flight cancellations. Please check all the details are correct including pre-existing medical conditions of all those travelling in your party. You should notify the airline carrier of any allergies, particularly nut allergies, at time of booking.

b) The Seller accepts no liability whatsoever, in relation to any contract the Client enters into with the Travel Partner or the airline, or the Travel Partners acts or omissions, or for the flight service itself. The Client indemnifies the Seller against any claim for any costs incurred by any Party Member due to the Sellers (or each Party Member's) failure to take out adequate insurance.

c) Suitability

(1) Due to the nature of attending sporting events at large stadia, there may be considerable walks, queuing, extended travel time, limited space and other practicalities associated with large crowds of people. If the Client has concerns as to whether this is suitable for any of the Clients' Party, please contact the Seller regarding same.

(2) The Client is advised to check health requirements before making a booking request. Travel health advice should be checked with the Client's GP, practice nurse or travel health clinic.

(3) In addition, it is the Client's responsibility to make sure there are no exclusion clauses within their policy relating to the activities or excursions to be undertaken during the travel package.

d) Accommodation Rating

(1) The package and accommodation rating do not have any correlation to the Ticket category included in your package. Where possible, star ratings have been provided by the accommodation providers directly and may not correlate to the comparable European ratings.

(2) The Client acknowledges that they have been provided with sufficient information to make an assessment as to whether the accommodation is suitable for their needs, irrespective of how the

Seller has classified it. The Client should not rely on the Seller's and/or local classification systems to infer facilities and standards of the accommodation that is comparable with European Standards.

(3) All photographs for accommodation used and information provided are for the purposes of illustration only and should not be taken to be literal representations of actual facilities, accommodations or services offered unless otherwise advised. Such information and photographs are provided to the Seller by the accommodation service providers therefore we cannot guarantee their completeness or accuracy.

e) Accommodation Terms of Occupancy

Our accommodation providers will have terms of occupancy that the Client will be required to accept when they check-in. These are often available on the accommodation provider's website and may be updated from time to time.

f) Room Type and Configuration

The Client's room type and configuration will be specified in their Booking Confirmation Email, but the Client acknowledges that an accommodation provider can change this at their discretion and at short notice. As the accommodation provider reserves this right in the Seller's contract with them and the Seller does not have control over this the Seller shall not be liable to the Client for any changes to a room type or configuration that are imposed on the Seller.

g) Accommodation

The following are not included in any package price, unless specified, and the Client should budget for these expenses accordingly such as early check-in, portage, late check-out, storage charge, any room service or additional meals, all bar charges, internet access, telephone charges, pay-tv services, spa and pool access, parking, or any other service charges. This means the Client Party must settle all bills for additional purchases before they leave.

h) Conduct and Behaviour

(1) The Client shall take responsibility for their own and their Party's actions whilst availing of the Hospitality Services

(2) The Clients shall conduct themselves properly and not behave in any way which causes or is likely to cause danger, offence or upset to any other person; or damage to property; break any law; or that is generally considered unacceptable.

(3) Any Party Member that behaves inappropriately shall be required to leave their transportation, event venue, excursion and/or accommodation and the Seller shall have no further responsibility to them including any return travel arrangements. In the event that the Seller considers your behaviour as a breach of these Terms the contract with the Seller will terminate immediately and the Seller shall have no further responsibility or liability to the Client.

(4) If the Seller asks the Client or any Party Member to leave because of their behaviour, no refunds will be given, and the Seller shall not pay any expenses or costs incurred as a result.

(5) the Client shall be responsible for any damage or loss caused by the Client or any Party Member during their time away.

(6) The Client must make full payment direct to the accommodation or other service supplier in respect of the damage or loss that the Client or the Clients Party have caused. The Client shall also be required to compensate the Seller for any subsequent claims brought against the Seller as a result of your actions.

(7) the Client shall reimburse the Seller in full and on demand any costs or damages suffered by the Seller as a result of any act or omission by the Client or any Party Member.

i) The Seller advises you to ensure that all passports 'expiry date is no less than 6 months from the date of the return travel.

The Seller shall not be held liable in the event of a Client 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.

14. COMPLAINTS & DISPUTES:

14.1 In the event of a complaint or dispute, arising pursuant to these Conditions, the Client is required to notify the Seller in writing, within seven days of the occurrence giving rise to the complaint or dispute. The Seller and the Client shall each use their respective reasonable endeavours to consult or negotiate in good faith and attempt to reach a just and equitable settlement satisfactory to both parties.

14.2 In the event of the matter not being settled to the satisfaction of both parties, within 60 days, the Client agrees that the cause of complaint shall be referred to an independent Arbitrator for adjudication appointed by the President, at the time being, of the Incorporated Law Society of Ireland who shall act as an Expert and not as an Arbitrator under the Arbitration Act and whose decision including a decision on costs of the Arbitrator will be final and binding on the parties.

14.3 In the event of the Client delaying notification to the Seller, in writing, within seven days of the occurrence giving rise to a complaint or dispute, the Seller shall have no obligation to deal with any such complaint or dispute.

15. DATA PROTECTION

15.1 Use of Clients' personal data and information is governed by the Seller's Privacy Policy, details of which are on the Website and available to view at <https://thp.ie/privacy-policy>. In addition to the arrangements detailed in the Seller's Privacy Policy, in respect of bookings for Hospitality Services for certain Events/at certain Venues, the Seller will use information provided by the Client to process the booking and deliver the services to the Client, and the Seller will share this information with the Venue and/or the Promoter (as applicable) for the purposes of the Venue and/or the Promoter (as applicable) managing the arrangements at the Venue/Event and, where applicable, facilitating elements of the service delivery to the Client. Where information is shared with the Venue and/or Promoter (as applicable), such information will be processed in accordance with the Venue's and/or Promoter's privacy policy (which is available on such party's Booking Form or on request to such party) and, only where the Client has specifically opted-in to consent, used for marketing purposes to receive marketing material from the Venue and/or Promoter (as applicable).

15.2 By agreeing to our terms & conditions when making an enquiry, the Seller accepts this as an act of legitimate interest in our services and therefore believe you would like to hear more from the Seller going forward. If you do not wish to hear from *The Hospitality Partnership* in future, you can unsubscribe at any time by clicking the unsubscribe button on our newsletter or by emailing info@thp.ie.

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 Seller 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 Seller 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 Seller and the Client or shall authorise either party to enter into contractual relationships or incur obligations on behalf of the other party.

16.5 Any person, other than the Venue or the Promoter, not a party to these Conditions shall have no rights 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 As an online trader, the Seller also draws the Client's attention to the European Commission's Online Dispute Resolution Platform which is accessible via the following link: <https://ec.europa.eu/consumers/odr/>

16.8 These Conditions and the Contract shall be governed by and construed in accordance with the law of the Republic of Ireland, and the Client agrees to submit to the exclusive jurisdiction of the Irish courts.