**The Hospitality Broker Ltd**

**Company number 08442190 VAT 157 5669 66**

###### TERMS AND CONDITIONS of THE HOSPITALITY BROKER LIMITED (“Conditions”)

###### ****PLEASE PAY SPECIAL ATTENTION TO CLAUSES 3.2 & 8.2 with other key points highlighted.****

1.      INTERPRETATION
1.1    In these Conditions, the words and phrases below have the following meanings: “Booking Form” the booking form or email confirmation detailing the Price, the Event and the Package signed or confirmed by the Customer.

“Business Day” Any day between Monday to Friday save for any day designated in England as a bank or other public holiday

“Contract” the contract between The Hospitality Broker Limited and the Customer being the Booking Form or email confirmation and these Conditions and any amendment made strictly in accordance with these Conditions

“the Customer” the person(s), firm or company who purchases the Package as detailed in the Booking Form

“Event” the event for which the Package is required as specified in the Booking Form

“Event Date” the scheduled date or dates of the Event as set out in the Booking Form

“Facility” the venue supplied for use by the Customer on the Event Date as part of the Package

“Literature” specifications, itineraries, dates, menus and other such similar information published by The Hospitality Broker Limited relating to various hospitality packages including (without limitation) the Package

“the Package” the Event tickets and hospitality services detailed in the Booking Form

“Price” the price for the Package plus VAT (where applicable) as set out in the Booking Form and any other amounts payable under these Conditions
1.2    In these Conditions references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced
1.3    In these Conditions references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires
1.4    In these Conditions headings will not affect the construction of these Conditions
2.      TERMS OF SALE and reservations
2.1    The Literature constitutes an invitation to treat and no binding agreement shall exist until a valid Booking Form is issued by The Hospitality Broker Limited and received back duly signed or an emailed booking confirmation is received by a person having ostensible authority to sign on behalf of the Customer.
2.2    The Hospitality Broker Limited agrees to sell and the Customer agrees to buy the Package, subject to these Conditions (to the exclusion of all others) and it is expressly agreed that these Conditions and the Booking Form represent the entire agreement and may only be varied or altered by The Hospitality Broker Limited subject to clause 5.1.
2.3    The Hospitality Broker Limited employees or agents are not authorised to make representations (whether oral or in writing) concerning any variation to the Contract and any such variations shall only be binding when confirmed in writing by a director of The Hospitality Broker Limited and the Customer acknowledges in signing the Booking Form or providing emailed confirmation  that they have not relied on any such representations when entering into this Contract.
2.4    Without prejudice to clause 2.1, The Hospitality Broker Limited may at any time and without liability amend any error or omission in its Literature or invoice or any other document it has issued.
3.      PRICE and payment
3.1    Unless otherwise stated, the Price is exclusive of any value added tax which shall be charged by The Hospitality Broker Limited to the Customer.
**3.2    Where the Booking Form is silent on a date, payment of the deposit or deposits are required by return (by 5pm the next working day) of receipt by The Hospitality Broker Limited of a signed Booking Form or email confirmation and the balance not less than twelve (12) weeks before the Event Date.**
**3.3    On orders placed within twelve (12) weeks of the Event Date, full payment is due by return (by 5pm the next working day) of the receipt by the Customer of an invoice from The Hospitality Broker Limited.**
3.4    The Hospitality Broker Limited shall be entitled to charge the Customer £50 per week on all overdue payments (both before and continuing after judgment given by a court of competent jurisdiction) from the date payment became due to the date of payment in full.
3.5    Card payments will only be accepted 4 weeks prior to an event date (subject to approval) and are subject to a 1.95% surcharge.
3.7 £6.50 cost for postage & packaging will be added to the balance invoice.
4.      Additional/amended services
4.1    In the event that the Customer requires The Hospitality Broker Limited to provide additional goods and/or services which do not form part of the Package, or any amendment to the Package (including (without limitation) an exclusive Facility), the Price for such additional or amended goods and/or services shall be agreed in writing between the parties
4.2    The Hospitality Broker Limited shall issue a separate invoice for any additional or amended goods and/or services which shall be payable within seven (7) Business Days of the date of the invoice unless the order is placed within twelve (12) weeks of the Event when payment is due upon receipt of the invoice
5.      rights of alteration
5.1    Whilst The Hospitality Broker Limited will use all reasonable efforts to deliver the Package to the Customer for the Price, it reserves the right to:
5.1.1 alter  the  Package; and/or
5.1.2 increase  the  Price

at any time and for any reason which in its absolute discretion it considers necessary provided that The Hospitality Broker Limited gives not less than five (5) days notice of any increase in the Price to the Customer.

5.2    In the event that The Hospitality Broker Limited serves a notice of increase in the Price on the Customer pursuant to clause 5.1, the Customer shall be entitled to cancel the Package provided that written notice of such cancellation is served on The Hospitality Broker Limited by the Customer before such changes are deemed to take effect as stated in such notice of increase in Price.  In the event of cancellation by the Customer clauses 8.2 and 8.3 shall apply.
5.3        In the event that the Customer does not serve a notice of cancellation of the Package on The Hospitality Broker Limited in accordance with clause 5.2, the Customer shall be deemed to have accepted such changes to the Package.
6.      TICKETING
**6.1    The Hospitality Broker Limited will use all reasonable endeavours to provide car park and other passes and information to the Customer prior to the Event Date provided that the Price and any additional charges have been paid in full.  In the event that The Hospitality Broker Limited is unable to provide such information in advance of the Event Date for any reason whatsoever, The Hospitality Broker Limited reserves the right to make the tickets available for collection by the Customer on the Event Date.**
6.2     Ticket or Entrance badge/Pass refers to one per guest.
**6.3     The Hospitality Broker Limited shall use all reasonable endeavours to provide tickets together but makes no guarantees as to the groupings or locations of tickets unless confirmed in writing by a company director.**

7.      WARRANTIES AND LIABILITY
**7.1    The Hospitality Broker Limited cannot guarantee and does not warrant that the Event will take place on the Event Date or at all and shall not be liable to the Customer for any losses of the Customer whatsoever arising from the delay or cancellation of the Event.**
7.2    Without prejudice to clause 7.1, in the event that the Event is cancelled by the organisers of the Event for any reason whatsoever The Hospitality Broker Limited shall use reasonable endeavours to recover any sums paid or payable by the Customer for the Package or to provide an equivalent package on an alternative date. The Hospitality Broker Limited will only be liable for the facevalue element of any package purchased by the customer.
7.3    The Hospitality Broker Limited makes no warranties as to the proximity to the Event of the Facility provided under the Contract unless otherwise stated by a company director.
7.4    The Customer acknowledges and accepts that The Hospitality Broker Limited has not made and does not make any representations that it is in any way associated or affiliated with the organisers of the Event or any events or any other organisations unless otherwise stated by a company director.
**7.5    In the event that The Hospitality Broker Limited fails to provide the Package (excluding in the circumstances set out in clause 7.1 or by reason of force majeure) The Hospitality Broker Limited shall at its sole discretion:**
**7.5.1 Repay to the Customer any sums paid by the Customer to The Hospitality Broker Limited (Limited to the facevalue of any ticketed elements)  ; or**
**7.5.2 Offer the Customer alternative hospitality services for a different event which in The Hospitality Broker Limited reasonable opinion is of equal value to the Package**
**7.6    The Hospitality Broker Limited total liability to the Customer in contract, tort (including negligence or breach of statutory duty) misrepresentation or otherwise arising in connection with the Contract shall be limited to the Price**
**7.7    The Hospitality Broker Limited shall not be liable to the Customer for any loss of profit or other economic loss (direct or indirect), indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation, whatsoever (howsoever caused) which arises out of or in connection with the Contract**
7.8    Nothing in these Conditions shall exclude or limit the liability of The Hospitality Broker Limited for its negligent acts or omissions which cause death or personal injury or for fraudulent misrepresentation
7.9    The Hospitality Broker Limited shall not be liable to the Customer in any manner whatsoever for any failure or delay in performing its obligations due to force majeure which expression includes (without limitation) an Act of God, governmental actions, restrictions or prohibitions, war, sabotage, riots, civil commotion, fire, flood, severe weather conditions, epidemic, currency restrictions, strike, lock-out or labour disputes, physical obstructions or atmospheric conditions or any other cause beyond the control of The Hospitality Broker Limited

**7.10  The Hospitality Broker Limited will not be liable for any loss or damage whatsoever if the time, date , venue or hospitality facility of the event is changed.**

7.11  Where The Hospitality Broker Limited contracts with third parties in order to provide packages, tickets or facilities for the client, it is expressly agreed that The Hospitality Broker Limited acts as an agent for the client. The Hospitality Broker Limited will not have any liability in respect of any direct or consequential loss or damage arising out of or in connection with the provision of goods and services by such third parties.

7.12   The Hospitality Broker Limited will not be liable for any loss or damage whatsoever if it is unable to provide the services due to circumstances beyond its reasonable control.

8.      cancellation and termination
**8.1    The Customer shall be entitled to cancel the Package at any time by serving notice in writing on The Hospitality Broker Limited to be served by recorded delivery to the address of The Hospitality Broker Limited which appears on the Booking Form or email confirmation.**
**8.2    In the event of cancellation for whatever reason the Customer shall forfeit any payment made under clause 3 above and if not yet paid, shall remain liable for such payment in accordance with these Conditions.**
**8.3    In addition to clause 8.2 above, if cancellation is made within twelve (12) weeks or less of the date of the Event, then the full Price remains due and shall be payable forthwith.**
8.4    The Hospitality Broker Limited shall be entitled to terminate the Contract forthwith if the Customer being a company becomes the subject of insolvency proceedings or being an individual becomes the subject of bankruptcy proceedings or if the Customer has in The Hospitality Broker Limited reasonable opinion ceased or threatened to cease to trade
8.5    If any payment is not received by the due date for payment then The Hospitality Broker Limited shall be entitled, at its sole discretion, to treat the Package as cancelled by the Customer and forthwith upon serving written notice on the Customer that the Package is treated as cancelled by the Customer, dispose of the Package as The Hospitality Broker Limited sees fit and the provisions of clauses 8.2 and 8.3 shall apply
9.      MISCELLANEOUS
9.1    All invoices and notices served by The Hospitality Broker Limited will be sent to the Customer at the address on the Booking Form or such other address that has been notified to The Hospitality Broker Limited in writing and all notices to be served by the Customer shall be sent to The Hospitality Broker Limited address as set out on the Booking Form or email confirmation(“the Address for Service”)
9.2    Subject to service of notices under clause 8.1, any notice shall be in writing and shall be deemed to have been served:
9.2.1 if delivered by hand, when left at the Address for Service;
9.2.2 if sent by first class post, forty-eight (48) hours after being posted (excluding Saturdays, Sundays and public holidays) to the Address for Service;
9.2.3 if given by fax to a fax number at the address for service, following transmission,
9.2.4 provided that if in the case of delivery by hand or transmission by fax such delivery or transmission occurs either after 5.00 p.m. on a usual business day, or at any time on a day other than a usual business day, service shall be deemed to occur at 10.00 a.m. on the next following usual business day
9.3    Any legal costs, expenses or charges incurred by The Hospitality Broker Limited in recovering any outstanding payments shall be paid by the Customer on a full indemnity basis.
9.4    The Hospitality Broker Limited shall be entitled to sub-contract to any third party any of its obligations under the Contract.
9.5    Failure or delay by either party in exercising any right or remedy shall not in any circumstances operate as a waiver
9.6    Any waiver of a breach of or default under the Contract shall not be deemed a waiver of any subsequent breach or default
9.7    If any provision of the Contract (or part thereof) is held to be illegal or unenforceable the validity or enforceability of the remainder of the Contract shall not be affected
9.8    Unless otherwise stated, nothing in the Contract shall create any rights for third parties under the Contracts (Rights of Third Parties) Act 1999
9.9    The Contract shall be governed by and construed in accordance with English law and the courts of England shall have exclusive jurisdiction.