



## Booking Conditions

We are ESP Ltd company registered in England and Wales registered no. 5023613 whose registered office is at 788 – 790 FINCHLEY ROAD, LONDON NW11 7 TS. We are corporate hospitality booking agents and event organizers.

Your contract with us is subject to the following terms and conditions ("Terms") which supersede all others issued by us prior to their date of issue. We reserve the right to amend our Terms at any time to conform with any change in any relevant rule of law, code of practice or regulation. We will notify you of any changes to our Terms which may affect you at the time of booking.

### 1. Your contract with us

Our services are as advertised and stated in our promotional literature and are directed exclusively at corporate clients in the UK.

We reserve the right at any time in our absolute discretion not to accept or to choose not to proceed with any booking. Once we have accepted your booking you will receive from us our invoice. Your booking will be confirmed once we have received the deposit due (or full payment if applicable). If booking on-line you will be notified on screen or by email once your booking has been accepted.

Our confirmation of booking will contain a summary of your arrangements and the event to which your booking relates. Further details and tickets will be provided to you in due course. Transport to and from an event is not included unless otherwise stated.

### 2. Payment

You will normally be required to pay us a non refundable deposit of 25% of the overall cost of the booking within 10 days of our invoice date. Final balances must be paid no later than eight weeks prior to the first day of the event booked. How your payments are to be made and the exact cost will be notified to you at the time of booking and set out in our invoice.

If you are booking within 60 days of the event you will be required to pay the full price at the time of booking.

There may be increased charges should you make any changes to your booking. Any "extras" will be added to your booking and charged to you separately. A separate invoice will be issued which will be due and payable by you within 30 days of its date or immediately if changes are made within 60 days of the event.

### 3. Prices

The prices quoted are in £GBP (pounds sterling) and are correct at the time of quotation, however, changes may occur from time to time. If there are any changes which affect you we will notify you. You may be charged and have to pay VAT for our services where applicable.

### 4. Your responsibilities

4.1 You are responsible at all times for your own health and personal safety and that of your party.

4.2 If you or any of your party has any medical problems, disability, special dietary requirements or allergies you should inform us at the time of booking so that we can try to make appropriate arrangements and/or pass this on to the relevant supplier.

4.3 If you have any special requests we will do our best to meet them and/or pass them on to the relevant supplier. We cannot guarantee that these will be met and they are at all times subject to availability.

4.4 You are responsible for any damage to or loss of any valuables, luggage or personal possessions or any harm (save for personal injury or death due to our negligence) suffered by you or any other member of your party during the event and your journey to or from the event.

4.5 Please note that all timings (such as timetables, kick offs, start and end times) are subject to alteration without notice. It is your responsibility (save where we arrange transport to and from an event) to check and confirm all timings relating to your booking.

### 5. Our liability to you

5.1 We have no liability to you when we act for you as booking agents only. Your contract is with the third party responsible (such as the sponsor, host, promoter or venue) and all liability to you for the booked event rests solely with them.

5.2 Where we act for you outside our capacity as booked agents only:

5.2.1 we accept no liability for any accident or illness to you whether before, during or after the event save for personal injury or death resulting from our own negligence;

5.2.2 we accept no liability whatsoever in connection with any activities you participate in during or associated with the event, with the exception of those activities arranged exclusively by and through us;

5.2.3 we accept no liability for any other matter nor for any other loss (including any direct, indirect or consequential loss), harm, costs, claims, damages (including any special, general or punitive damages) or expenses whatsoever;

5.2.4 our liability to you is excluded to the fullest extent permitted by law.

5.3 We are not liable and accept no responsibility for any breach of or failure by us to perform any part of your contract with us or for any harm which you may suffer before, during or after the event or relating to the or booking due to circumstances out of our control, such as (but not limited to) any war or threat of war, riot, civil commotion, government action, terrorist activity, labour dispute, fire adverse weather conditions, computer error, telecommunications failure, internet related problems, delays and technical or maintenance problems relating to transport, closure of airports, airspace or territorial borders. You accept that when as booking agents only, any cancellations, amendment to any itinerary or any other changes whatsoever affecting any of the events circumstances endeavour to notify you of any cancellation or change as soon as possible after we receive notice of the same.

5.4 Save in respect of personal injury or death resulting from our own negligence our total liability to you shall be limited to the price paid by you for your booking.

5.5 We are not and cannot be liable at any time for any action, inaction, inaction, activity, inactivity, advice or guidance given to you by any third parties or any of our suppliers. Our suppliers may have their own terms and conditions or business which will affect you. Copies of these can be requested and where available forwarded to you.

5.6 Much of the information provided by us (and whether verbally, on our website or in writing) is supplied to us by third parties. Wherever possible this information is verified by us but we are not responsible for its accuracy or content.

5.7 We give no warranty whatsoever in connection with our services save as set out in writing in these Terms. All other warranties express or implied are excluded to the fullest extent permitted by law.

## 6. Amendments

### By you

If you wish to amend your booking please let us know. We will try to make the change but it may not be possible and you may incur further charges. If we are unable to make the change you will be given the option of proceeding as arranged or canceling your booking in which case our Cancellation Charges apply.

Please be aware that certain arrangements cannot be changed once a booking has been made. Where we act as booking agents only and we have already incurred the costs of receiving your tickets we cannot provide you with any refund. If any of your party drop out or fail to show for an event for any reason no refund is payable.

### By us

We may occasionally have to make changes to your booking. We will notify you as soon as possible of any material changes affecting you or your party.

Where this involves an increased charge we may choose to absorb these for you or pass on these charges on to you, in which case you will be given the option of accepting the charge and paying the increase or canceling your booking. In the event that you cancel in these circumstances we will provide you with a full refund. Our cancellation charges will not apply.

We have no liability to inform you of any minor and non-material changes to you booking or of any other changes which may occur due to circumstances beyond our control.

## 7. Cancellation

### By you

If you wish to cancel any of your arrangements with us you must notify us in writing immediately. The date and time of our receipt of your notice to us in writing will be treated by us the effective date and time of your cancellation.

### By us

We reserve the right to cancel any booking for which payment in full has not been received by us. Our Cancellation Charges will apply. We may be forced to cancel any booking due to insufficient numbers or other circumstances beyond our control. Where tickets or places are unavailable for any reason we will refund to you all sums paid by you to us relating to your booking. Where there is a cancellation, delay or suspension of any event by any third party (including any sponsor, host, promoter or venue) or due to any other circumstances beyond our control we will provide no refund unless until we are reimbursed by the third party.

In the event of your solvency, bankruptcy, liquidation, administration or receivership or any arrangement (voluntary or otherwise) being made or entered into by you with or for the benefit of any of your creditors or any such similar arrangements at any time, we reserve the right to treat your booking as being cancelled and our Cancellation Charges will apply.

### Cancellation Charges

Period (prior to event)	Cancellation Charge
More than 90 days	25%
Between 30-90 days	50%
30 days or less	Full amount (including deposit)

## 8. Performance/Assignment

We reserve the right to perform our obligations through any associated company, division or sub-division from time to time. We reserve the right in our sole discretion at any time to assign any contractual commitment or arrangement and ant of our liabilities or obligations to any other person.

## 9. Law

The law of England and Wales applies to the contract between us. If there is any dispute between us which cannot be amicably resolved, this will be resolved in the court of England and Wales.

## 10. Data Protection

We observe the statutory requirements for data protection. For more information on data protection please refer to [www.dpr.gov.uk](http://www.dpr.gov.uk)

### Contact Details

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