

Sporting Agenda Limited Terms & Conditions of Booking (“Conditions”)

1 **INTERPRETATION**

In these conditions:

“Additional Charges”	VAT, Tour Operators Margin Scheme VAT and any other duties, taxes or charges payable in respect of the Specified Service and not included in the Service Fee;
“Client”	the person or company named in the Contract for whom the Company has agreed to provide the Specified Service in accordance with these Conditions;
“Company”	Sporting Agenda Limited (Company registered in England, no. 05021296)
“Contract”	the agreement between the Company and the Client made in accordance with clause 2.1 below;
“Deposit”	the first 50% of the Service Fee and the Additional Charges payable on such amount;
“Document”	includes in addition to a document in writing any map, plan, graph, drawing or photograph, any film, negative, tape or other device embodying visual images and any disk, tape or other device embodying any other idea;
“Final Payment”	the second 50% of the Service Fee and the Additional Charges payable on such amount;
“Input Material”	any Documents or other materials, intellectual property and any data or other information provided by the Client to the Company relating to the specified service;
“Output Material”	any Documents or other materials, intellectual property and any data or other information provided by the Company to the Client relating to the specified service;
“Proposal”	the document annexed to these Conditions and taking the form of a written proposal or email made by the Company to the Client;
“Specified Rate”	4% above Barclays Bank base lending rate from time to time;
“Specified Service”	the service(s) to be provided by the Company under the Contract as set out in the Proposal;
“Service Fee”	the fee shown in the Contract relating to the Specified Service.

2 **CONTRACT TERMS**

- 2.1 The Contract will come into existence once the Company has received acceptance of the Proposal from the Client in writing or by email or the receipt of the Deposit by the Company. Until acceptance of the Proposal the Company will not be under any obligation to the Client.
- 2.2 Unless otherwise agreed in writing by the Company these Conditions will govern the Contract and override any terms or conditions stipulated or referred to by the Client in any pre-contract negotiations or communications.
- 2.3 Any description or specification contained in the Company’s brochures, samples, price lists or other advertising material is intended merely to present a general picture of the services provided by the Company and will not form a representation or be part of the Contract.
- 2.4 Where the Company has not acknowledged the Client’s order in writing, these Conditions will apply to the Contract provided the Client has had prior notice of them.
- 2.5 The Company reserves the right to correct any clerical or typographical errors made by its employees at any time.
- 2.6 In addition to acceptance of the Proposal under 2.1 above, the making of a booking with the Company, however confirmed, shall be deemed as acceptance by the Client of these Conditions.

3 **PRICES**

- 3.1 Unless otherwise agreed in writing by the Company the Company’s quotations are provisional and may be altered at any time for any reason.
- 3.2 All prices quoted are exclusive of the Additional Charges.
- 3.3 The Client will pay the Additional Charges in addition to the Service Fee.
- 3.4 The Company reserves the right to adjust the Service Fee and the Additional Charges and in particular to take account of foreign currency exchange rates, fuel surcharges and travel operators’ surcharges.

4 **PAYMENT**

- 4.1 Subject to any special terms agreed, the Client shall pay the Service Fee and the Additional Charges along with any adjustments agreed between the Client and the Company for the provision of the Specified Service as set out below:
- 4.1.1 The Deposit shall be paid on confirmation of the booking;
- 4.1.2 The Final Payment shall be paid no later than 10 weeks before the provision of the Specified Service.
- 4.2 The Client will pay any other amounts due to the Company within 30 days of the date of any invoice issued by the Company.
- 4.3 Time for payment is of the essence of the Contract.
- 4.4 All payments shall be made in cash or cleared funds by the due date.
- 4.5 Without prejudice to any other rights of the Company interest will be payable on all overdue accounts at the Specified Rate.
- 4.6 Breach of any of the Conditions in 4.1 to 4.4 above by the Client will entitle the Company to demand payment of all outstanding balances whether due or not due and/or to cancel the Contract and any other Contracts the Company may have with the Client.
- 4.7 The Client will not be entitled to withhold payment of any invoice by reason of any right of set-off or any claim or dispute with the Company.
- 4.8 The Company will have the right to suspend performance of its obligations under the Contract if it reasonably believes that the Client will not make payment in accordance with these Conditions.
- 4.9 Tickets and other admission documents will not under any circumstances be issued to the Client prior to receipt and bank clearance of full payment relating to such tickets and admission documents.

5 **CANCELLATION**

- 5.1 The Company may cancel the Contract immediately on written notice to the Client if the Client;
- 5.1.1 fails to make any payment when it becomes due;
- 5.1.2 enters into any composition or arrangements with its creditors;
- 5.1.3 has a winding up order made against it;
- 5.1.4 has an administrative receiver or administrator appointed; or
- 5.1.5 passes a resolution for winding-up or a Court makes an order to that effect.
- 5.2 If the Contract is cancelled pursuant to clause 5.1 the Company shall be entitled to charge the Service Fee and Additional Charges.
- 5.3 The Company may cancel the Contract for any reason by giving at least 4 weeks prior written notice to the Client. On cancellation under this clause the Company's sole liability to the Client will be to refund all amounts paid by the Client.
- 5.4 Cancellation of the Contract by the Client must be in writing. If the Contract is cancelled by the Client, the Company shall be entitled to retain all payments already made.
- 5.5 If the Contract is cancelled by giving less than 10 weeks notice in writing the Company will also be entitled to be paid the Final Payment and to recover any costs or expenses incurred by the Company up to the date of cancellation and all loss or damage resulting from the cancellation in excess of the amount of the Final Payment and the Deposit from the Client. In the event of a cancellation the Company will use its reasonable endeavours to re-sell the Specified Service. If it is possible to re-sell all or part of a Specified Service a full or partial credit will be issued to the Client by the Company.

6 INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

- 6.1 The property and any copyright or any other intellectual property rights of any description and in any jurisdiction in;
- 6.1.1 any Input Material shall belong to the Client;
- 6.1.2 any Output Material shall unless otherwise agreed in writing between the Client and the Company belong to the Company subject only to the right of the Client to use the Output Material for the purposes of utilising the Specified Service. The Client shall under no circumstances have any greater right than a licence to use such property for the purpose of the Specified Service for which they were created. No rights are created until final payment is received. The Company shall be free to make use of any such Output Material in any manner in which it sees fit.
- 6.2 Any Input Material or other information provided by the Client which is so designated by the Client shall be kept confidential by the Company except where disclosure to a third party is necessary for the purposes of the Specified Service. All Output Material or other information including any concepts and ideas provided by the Company which is so designated by the Company shall be kept confidential by the Client. The foregoing shall not apply to any documents or material data or information which are public knowledge at the time when they are so provided by either party and shall cease to apply if at any future time they become public knowledge through no fault of the other party.
- 6.3 The Client warrants that any Input Material and its use by the Company for the purpose of providing the Specified Service will not infringe the copyright or other intellectual property rights of any third party and the Client shall indemnify the Company against any loss, damages, costs, expenses or other claims arising from any such infringement.
- 6.4 The Company shall obtain all such rights in respect of dramatic, musical, literary or artistic work including photography, photographic library materials and music composition as may be necessary for the Specified Service and its agreed use. The expenses incurred in obtaining such rights shall be borne by the Client.

7 LIABILITY

- 7.1 The Company will not be liable to give any refund or for any loss or damage whatsoever if;
- 7.1.1 the Specified Service is cancelled or abandoned ;
- 7.1.2 scheduled participants in the Specified Service fail to attend;
- 7.1.3 the time, date or venue of the Specified Service is changed; or
- 7.1.4 the Company is unable to provide the Specified Service due to circumstances beyond its reasonable control.
- 7.2 Where the Company contracts with third parties in order to provide tickets or facilities for the Client it is expressly agreed that the Company acts as agent for the Client. The Company will not have any liability in respect of any direct, indirect or other consequential loss or damage arising out of or in connection with the provision of goods or services by such third parties.
- 7.3 Any liability of the Company to the Client arising out of any breach of the Contract, these Conditions and/or the Company's negligence will be limited to the Service Fee. The Company shall have no further or other liability in respect of any direct, indirect or other consequential loss or damage sustained by the Client. This clause is without prejudice to any liability of the Company for death or personal injury arising out of the Company or its servants or agents negligence or wilful default.
- 7.4 No term, condition, warranty or representation (whether express or implied by statute law custom or usage) as to the nature, quality, suitability or otherwise of the Specified Service or the conformity with any description is given by the Company or forms part of any Contract between the Company and the client. If any legislation makes it unlawful to exclude or purport to exclude any term from the Contract, this clause will not apply to that term. This provision will apply unless otherwise stated in these Conditions or unless otherwise agreed in writing by the Company.
- 7.5 The Client shall indemnify the Company against all costs, expenses, actions claims and demands whatsoever made by any person arising from any action omission or representation by the Client or breach of these Conditions.

8 VARIATION OF ARRANGEMENTS

- 8.1 Where the Specified Service is cancelled or abandoned or the date or the venue of the Specified Service is changed the Company will use its reasonable endeavours to offer the Client an alternative event date or venue (as the case may be) that is similar to the Specified Service ("the Alternative"). If the Client accepts the Alternative, the Company will be entitled to vary the total price to be charged. Any monies already paid by the Client will be taken into account against the new price.
- 8.2 The Company will not be under any liability to the Client if it is unable to offer an Alternative. The Company will be entitled to claim from the Client any costs or expenses already incurred in connection with the Client's existing booking.

9 ASSIGNMENT

The Client shall not be entitled to assign or part with the benefit of the Contract but shall only use the Specified Service for its own benefit and for its invitees who shall not under any circumstances be charged by the Client for attending.

10 GENERAL

- 10.1 These Conditions and the Contract are governed by English Law. All parties to the contract agree to submit to the non-exclusive jurisdiction of the Courts of England and Wales.
- 10.2 The headings in these Conditions are inserted for convenience only. They are not to affect the interpretation or construction of the Conditions.
- 10.3 If any provision of these Conditions becomes illegal or void for any reason, the validity of the remaining provisions shall not be affected.
- 10.4 Failure by the Company to enforce strict compliance with these Conditions by the Client will not constitute a waiver of the Company's rights under any of the Conditions.
- 10.5 Tickets and event information will be dispatched as soon as possible before the event providing full payment has been received.
- 10.6 The Company has no responsibility for any property or personal effects left at the Specified Service.
- 10.7 If tickets or other documentation relating to the Specified Service are to be posted to the Client rather than collected by the Client at the Company's office, then risk in the goods shall pass to the Client upon the items being posted to the address given by the Client. The Company shall not be liable for any loss, damage or cost arising by non-delivery and reserves the right to levy an additional charge for issuing replacement tickets and documents for those lost whether in the post or otherwise.
- 10.8 Tickets are included and provided in all packages at face value. However, where necessary a sourcing fee may also be included in the Service Fee. In some cases, for security reasons, the actual match or concert ticket will be issued on the day.
- 10.9 These Conditions constitutes the entire agreement between the parties concerning the provision of the Specified Service to the Client and replaces and supersedes all prior oral or written communications or representations.
- 10.10 In no event shall any person who is not a party to the Contract acquire or benefit from any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of these Conditions.
- 10.11 The Company may use data supplied by the Client in order to inform the Client of future events that the Client may be interested in, unless the Client notifies the Company that the data may not be used for this purpose.