



## TERMS & CONDITIONS

### TERMS AND CONDITIONS OF BOOKING

We detail below the terms and conditions on which Sportickality Ltd take bookings and make arrangements on behalf of its clients. We do not accept any bookings on any other terms.

#### 1. Payment Terms

Full payment shall be due within 7 days of invoice and as per any other terms specified within the invoice. Deposit and final payment options may be available on request subject to agreement with Sportickality Ltd.

Should any amounts not be paid by the due date, Sportickality Ltd, at their sole discretion, will be entitled to treat the booking as being cancelled by the client, and charge cancellation as set out in paragraph 12. Sportickality Ltd shall not be obliged to despatch tickets, passes and other documentation relevant to a booking, until all accounts have been paid in full.

#### 2. The Contract

The contract to provide the arrangements or facilities shall be created by our acceptance of your booking which will be as from the date on which the Invoice is issued to you. The parties making the Contract are Sportickality Ltd on the one hand and all clients represented by the person who confirms the booking on the other.

#### 3. What is not included in a package?

All transport arrangements to and from the event, unless specified. All items of a personal nature such as telephone, insurance, etc. Any "extra" items requested and arranged are chargeable and payable on invoice.

#### 4. What is included in the package?

Only the items in the appropriate sales literature or as further detailed in the Invoice.

#### 5. Timetable of Events

Whilst timetables are published they unfortunately cannot be guaranteed, and cannot therefore be a condition or form a part of a contract. Timetables are subject to alteration without notice, but every effort will be made by Sportickality Ltd to provide the best alternative timetable possible.

#### 6. The Event/Occasion

Sportickality Ltd give no guarantee whatsoever that the event/occasion shall take place. Should any event/occasion be cancelled or postponed for any reason whatsoever, the client will have no entitlement to any refund of monies paid. It is the responsibility of the client to adequately insure themselves against postponement or cancellation, for whatever reason, of the event/occasion. The provisions of the S1(2) of the Law Reform (Frustrated Contracts) Act 1943 (or any re-enactment thereof) shall not apply to any agreement between Sportickality Limited and the client.

#### 7. Third Parties

Sportickality Ltd in making arrangements on behalf of its clients, contracts with third parties for provision of all the necessary facilities including the provision of tickets for entry to the event/occasion. In doing so it is expressly agreed that Sportickality Ltd acts only as agent of the client and that no liability of any kind howsoever caused shall attach to Sportickality Ltd in connection with or arising out of such arrangements. The contract between Sportickality Ltd and the client shall be subject to any terms and conditions of contracts with third parties.

#### 8. Alterations or cancellation of arrangements by third parties.

In the event of the cancellation or postponement of an event/occasion, or when the arrangements and/or facilities for any event/occasion are changed or cancelled by a third party, Sportickality Limited will use its best endeavours to provide an alternative.

#### 9. Changes to arrangements by Sportickality Ltd.

Every reasonable effort will be made by Sportickality Ltd to adhere to advertised and confirmed arrangements, but Sportickality Ltd reserves the rights at its sole discretion to alter, omit or change arrangements should it be found necessary to do so, and shall have no liability whatsoever to the client for any such changes, save a refund of any monies not expended.

#### 10. Prices

All prices and arrangements are subject to VAT. Sportickality Ltd reserves the right to alter published or confirmed prices at any time prior to the event, to cover increased costs incurred.

#### 11. Changes to arrangements by client

Every effort will be made by Sportickality Ltd to accommodate any changes or alterations requested. "Extras" will be charged as such. Reduction in the number of a party will be treated as a cancellation, but only in respect of the number of reduced places. In the event that the client is in breach of any obligation under this contract, or has entered into receivership or liquidation, or

has become bankrupt or insolvent, then this contract shall be treated as cancelled by the client. In all such cases, cancellation charges in accordance with paragraph 12 shall be applied.

**12. Cancellation**

If any client wishes to cancel arrangements for whatever reason, the following "cancellation charges" shall apply: -

More than 120 days prior to the event. *10% payable.*

More than 90 days prior to the event. *25% payable.*

More than 60 days prior to the event. *50% payable.*

Within 60 days of the event, in all instances whether any monies have previously been received or not. *100% payable.*

Cancellation must be submitted in writing or by facsimile.

**13. Liability**

Sportickality Ltd shall not be liable for any matter whatsoever that is beyond its control, and shall not in any circumstances be responsible for any sequential or indirect loss that may be incurred by the client or its guests, associates and agents, or any third party.

**14. Descriptions**

In compiling our website/marketing literature and establishing all our arrangements we have relied on the information provided by third parties. Wherever possible these have been verified. However, should you find anything that is not as described, please let us know as soon as possible, so that we can give it our attention.

**15. Acceptance**

The making of a booking with us, however confirmed, shall be deemed as acceptance by the client of the above terms and conditions.

**16. The English Law**

This contract shall be governed by English Law and shall be subject to the sole jurisdiction of the English Courts.