



1. DEFINITIONS

- 1.1. "**Booking**" means PITPL's booking form which is completed and signed or submitted electronically by the Client and returned to PITPL in connection with the 2024 Event.
- 1.2. "**Client**" means the person, firm or company which makes a Booking.
- 1.3. "**Event**" means the event or events which are the subject of the Quotation and Booking.
- 1.4. "**PITPL**" means Sportgate International Ltd, a limited company incorporated in England and Wales, registration number 0925538, with registered office at The Engine Rooms, 150A Falcon Road, London, England, SW11 2LW.
- 1.5. "**Force Majeure Event**" means all events beyond the control of the affected Party including, but not limited to, war, hostilities, invasion, riot, civil commotion, strikes, government control, royal bereavement, lock-outs, fire, flood, storm or other natural catastrophe, or any threat of the aforementioned, or any failure or delay caused by a sub-contractor or other third party supplier.
- 1.6. "**Pandemic Event**" means the COVID-19 pandemic (including all variants thereof) or other any epidemic, pandemic, endemic or widespread global or regional illness from time to time (including any events arising out of and/or attributable to such diseases, by way of example, but without limitation, lockdown, restrictions or guidance in relation to mass-events, travel restrictions or quarantines);
- 1.7. "**Quotation**" means the written Quotation submitted by PITPL to the Client which is the subject of the Booking.
- 1.8. "**Services**" means the hospitality services to be performed by PITPL pursuant to the Booking in accordance with these Terms.
- 1.9. "**Terms**" means these Booking terms and conditions.

2. PAYMENT TERMS

- 2.1. Upon receipt of the Booking from the Client (which constitutes an offer to purchase the relevant Services set out in the Quotation), PITPL shall, subject to their being sufficient availability, send the Client an invoice for the full amount that will be due for payment within 28 days of the invoice date.
- 2.2. The Client shall pay to PITPL the full amount within the terms stated on the invoice. No tickets will be issued, or Services performed by PITPL, unless full payment has been received in accordance with such payment terms.

- 2.3. All prices stated by PITPL in a Quotation are exclusive of any Value Added Tax which, if applicable, the Client shall be additionally liable to pay to PITPL.
- 2.4. All payments to PITPL shall be made in the currency specified on the Booking and the relevant invoice and shall be made without any deduction for bank charges, set-offs or withholdings for whatever reason.
- 2.5. Any items stated in the Quotation as "additional" items which are requested by the Client after the Booking has been confirmed by PITPL must be confirmed by the Client in writing before being actioned by PITPL. Payment in respect of any such items shall be made in accordance with clause 2.2.
- 2.6. Time for payment shall be of the essence. If the Client fails to make any payment on the due date, PITPL shall be entitled (at its discretion) to treat such late or non-payment as cancellation by the Client in accordance with clause 3.4 below.
- 2.7. Any variation or amendment to these payment terms will be set out by PITPL in writing on the Booking.

3. VARIATION AND CANCELLATION

- 3.1. If the Client wishes to vary any details of the Booking after it is returned to PITPL, it shall notify PITPL in writing as soon as reasonably possible. PITPL shall at its sole discretion endeavour to make any required changes and any additional costs thereby incurred shall be invoiced to the Client (paid in accordance with clause 2.2).
- 3.2. PITPL reserves the right to make any changes to the Booking at its sole discretion if, due to circumstances beyond PITPL's reasonable control, such changes are necessary and reasonable. In the event that PITPL plans to exercise this right, it shall notify the Client reasonably in advance. PITPL shall at its discretion endeavour to keep such changes to a minimum and seek to offer the Client arrangements as close to the original as is reasonably possible in the circumstances.
- 3.3. In the event of any cancellation of the Booking by the Client for any reason after payment has been made, PITPL shall nevertheless be entitled to receive and retain the total amount due at its sole discretion, unless PITPL after receiving written notice of cancellation is successful in selling all its available Services in relation to the Event including those originally purchased by the Client.
- 3.4. PITPL may cancel any Booking forthwith by notice in writing to the Client in accordance with clause 2.6 or if at any time the Client becomes bankrupt or insolvent (or if bankruptcy or insolvency proceedings are commenced against it). In such an event, PITPL shall be entitled to retain any and all sums already paid to it by the Client in connection with the Booking, which shall be without prejudice to any other rights it may have whether at law or otherwise.

4. FORCE MAJEURE

- 4.1. PITPL shall not be liable for any failure to fulfil any of its obligations under the Agreement insofar as such failure is due to a Force Majeure Event. In such circumstances, PITPL shall promptly notify the Client of the existence of such Force Majeure Event and shall use reasonable endeavours to overcome the Force Majeure Event. If a Force Majeure Event occurs and affects the date of an Event and/or continues for 14 days or more, PITPL shall be entitled to terminate the Agreement immediately on written notice to the Client, without incurring any liability to the Client.

- 4.2. If the Agreement is terminated due to a Force Majeure Event, then PITPL shall be entitled to invoice the Client for any and all outstanding amounts due to be paid by the Client to PITPL under the Agreement as at the date of termination.
- 4.3. Notwithstanding any provision in these Terms, it is agreed that PITPL shall be entitled to postpone this Agreement by notice in writing, in the event that, as a result of a Pandemic Event, PITPL is unable to stage the Event and/or staging the Event would harm the name and reputation of PITPL, and in such an event, the Event may be moved to an alternative date and all of the same terms and conditions shall apply, and the Agreement shall be deemed amended accordingly. In the event that the Client is unable or unwilling to maintain the Booking in respect of the postponed event, the Client will be entitled to a full refund of any amounts already paid less any costs and expenses of PITPL already properly paid or incurred by PITPL in respect of such Booking, being the Client's sole recourse in such circumstances.

5. LIMITATION

- 5.1. PITPL shall not under any circumstances be liable to the Client in contract, tort (including negligence) or otherwise for loss of revenues or opportunities, goodwill, reputation or any type of special, indirect or consequential loss (even if such loss was reasonably foreseeable or PITPL had been advised of the possibility of the Client incurring the same).
- 5.2. Further, PITPL shall have no liability for any death or bodily injury (except death or injury caused by the negligence of PITPL, its staff or contractors), or loss of or damage to property, of anyone attending the Event pursuant to the Booking, whether arising from such attendance, or in relation to the provision or use of the facilities at the Event. The Client agrees to indemnify PITPL against any claim in respect of any such liability (and the costs and expenses incurred by PITPL in relation thereto).
- 5.3. Without prejudice to any other limitation or exclusion of liability set out in these Terms and to the fullest extent permitted by law, the total liability of PITPL to the Client in contract, tort or otherwise including negligence (save for any liability arising from death or personal injury due to the negligence of PITPL or its employees which shall be unlimited) arising out of or in connection with this Agreement or in relation to the Event (and/or the provision of the Services to the Client) shall not exceed 50% of the total amount paid by the Client hereunder.

6. GENERAL

- 6.1. The use of any data provided by the Client in relation to a Booking (including a Client's personal information) is governed by PITPL's privacy policy, details of which are available at <https://www.poloontheparklondon.com/about-polo-in-the-park-london/privacy-policy.html>.
- 6.2. The Client agrees to abide (and procure that all guests and attendees of the Client at the Event abide) by all rules and regulations imposed by PITPL and notified to the Client, from time to time, in relation to any elements of the Booking, including without limitation, any and all conditions of sale applicable to tickets for Events, ground regulations, attendee codes of conducts as well as other rules relating to attendance at the Event, all of which are hereby incorporated into this Agreement ("**Additional Terms**").
- 6.3. Failure by the Client or any of its guests and attendees at the Event to comply with any of the Additional Terms may result in guests or attendees being denied entry to the Event or being required to leave the Event without refund or compensation of any kind.

- 6.4. The Client acknowledges that it has no right to use any trademarks (or other intellectual property) of PITPL or the Events and that it has no right to claim any association with PITPL or the Events.
- 6.5. All Quotations are made and Bookings accepted subject to these Terms.
- 6.6. No amendment or variation to these Terms shall be binding unless agreed in writing by both parties.
- 6.7. These Terms shall apply to all Quotations and Bookings in precedence over any other printed terms and conditions, including any appearing on the Client's stationery or correspondence.
- 6.8. No binding contract shall be formed until PITPL has received the Booking, properly completed and signed on behalf of the Client, and confirmation of the Booking shall be subject to PITPL receiving payment in full in accordance with clause 3. No tickets, itineraries, maps or other final details with respect to the arrangements relating to any Booking will be forwarded to the Client until payment has been received in full.
- 6.9. No waiver by PITPL of any breach of these Terms by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 6.10. If any provision of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected thereby.
- 6.11. The rights granted to the Client hereunder are personal to the Client and may not be transferred or assigned to any third party without the prior written consent of PITPL. The Client is expressly prohibited from reselling or transferring, advertising or offering for resale or allowing for the resale or transfer by any of its own staff, clients or guests, any element of the Booking without the prior written consent of PITPL. If the Booking grants rights for use by multiple persons, such rights must be used by no more persons accompanying the Client than the number specified on the Booking minus the number used for the Client. Any right to any element of the Booking used or transferred in a way that does not comply with this clause will be deemed null and void and PITPL will be under no obligation to grant any such right.
- 6.12. PITPL shall be entitled to assign or sub-contract any of its rights, benefits and interests conferred by these Terms to any third parties at its absolute discretion.
- 6.13. Any person not a party to these Terms shall have no rights under the Contracts (Rights of Third Parties) Act 1999.
- 6.14. The Quotation, the Booking and these Terms (including any Additional Terms) contain the entire understanding between the parties with respect to their agreement concerning the Event. In entering into this contract neither party has relied on (nor shall it have any remedy, in contract or tort, in respect of) any statement, representation, warranty or understanding which is not expressly set out in the Quotation, Booking or these Terms (including any Additional Terms), provided that nothing herein shall operate to exclude or limit any liability for fraud.
- 6.15. If the event of any inconsistency or conflict between any of the Quotation, the Booking or these Terms, the order of priority of interpretation shall be first the Booking, then the Quotation and then these Terms.

6.16. The Client shall at all times be subject to the terms, conditions and rules imposed by the organisers of the Event and shall indemnify PITPL from and against all and any claims arising from the Client's breach of the same.

6.17. These Terms, the Quotation and the Booking shall be governed by and construed in accordance with the laws of England and Wales. The parties irrevocably agree that any disputes arising in connection with these Terms, the Quotation and the Booking shall be subject to the exclusive jurisdiction of the English Courts.

T: + 44 (0)208 614 7090 / E: vip@polointheparklondon.com