



## 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 2022 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 "PITP LONDON T/A CENT CONSULTANTS LIMITED" (PITPL) means CENT Consultants Limited, its agents, representatives, successors and assignees, the company appointed by and contracted to Sportgate International Limited (the rights holder to the event) to manage and deliver the Official Hospitality Programme for Chestertons Polo in the Park London.

1.5 "Force Majeure Event" means all events beyond the control of the affected Party including war, hostilities, invasion, riot, civil commotion, epidemic, 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 "Quotation" means the written Quotation submitted by PITPL to the Client which is the subject of the Booking.

1.7 "Services" means the hospitality services to be performed by PITPL pursuant to the Booking in accordance with these Terms.

1.8 "Terms" means these Booking terms and conditions.

## 2. PAYMENT TERMS

2.1 Upon receipt of the Booking from the Client, PITPL shall send the Client an invoice for the full amount due 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 unless full payment has been received.

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 PITPL.

2.4 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 such items will be in accordance with clause 2.2.

2.5 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 cancel the Booking by notice in writing to the Client.

2.6 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 possible. PITPL shall 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 If due to circumstances beyond PITPL's reasonable control it has to make any changes relating to the Booking it shall notify the Client forthwith. PITPL shall endeavour to keep such changes to a minimum and shall 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 by the Client after the Booking is returned, PITPL shall nevertheless be entitled to receive and retain the total amount due, 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.

3.5 If for any reason beyond the reasonable control of PITPL, the Event and/or the Services are cancelled or disrupted in any way PITPL will agree in good faith with the Client the amount of any refund to the Client. If the Client wishes to protect its investment in the Services purchased in relation to the Event, the Client is advised to seek contingency insurance from a specialist contingency insurance broker. If for any other reason the Event is cancelled, the Client shall be entitled to receive a full refund of amounts paid in connection with the Booking. PITPL shall have no further liability to the Client arising from PITPL's failure to perform the Services in any such circumstances.

### **4. Force Majeure**

4.1 PITPL shall be not 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 effects 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 the Terms and Conditions, it is agreed that PITPL and/or Client shall be entitled to postpone this Agreement by notice in writing as a direct result of the Coronavirus epidemic in the event that, acting reasonably and in good faith, it considers that it is inappropriate to stage the Event and/or staging the Event would harm the name and reputation of PITPL or Client, and in such an event, the parties agree to postpone the Event to a date to be mutually agreed and all of the same terms and conditions shall apply, and the Agreement shall be deemed amended accordingly. Or the client is entitled to a full refund.

## **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 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 All Quotations are made and Bookings accepted subject to these Terms.

6.2 No amendment or variation to these Terms shall be binding unless agreed in writing by both parties.

6.3 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.

6.4 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.

6.5 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.

6.6 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.

6.7 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.

6.8 The Quotation, the Booking and these 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, provided that nothing herein shall operate to exclude or limit any liability for fraud.

6.9 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.

6.10 These Terms shall be governed by and construed in accordance with English law.

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