

## Booking Conditions

### 1. THESE CONDITIONS

1.1 These are the terms and conditions on which we supply Services to you. **"We", "us", "our",** or any other similar expression, means the company specified in the Order, which shall be either Imperial Corporate Events Ltd (registered in England, Company Number: 04403040) or Imperial Corporate Events London Limited (registered in England, Company Number: 11372762). **"You", "your",** or any other similar expression, refers to you, our customer who is purchasing Services from us.

### 2. INTERPRETATION

2.1 In these Booking Conditions, the following words and phrases shall have the following meanings:

2.1.1 **"Arrival"** means the first day on which the Services are to commence;

2.1.2 **"Booking"** means the reservation that you make with us for the provision of Services;

2.1.3 **"Booking Conditions"** means these terms and conditions;

2.1.4 **"Contract"** means our contract with you for the supply of Services;

2.1.5 **"Contract Documents"** means anything in writing (apart from these Booking Conditions) which either you and we agree forms part of the Contract or which by its very nature is clearly intended to be part of the Contract, such as the Order, the Event summary sheet, the passenger flight manifest and rooming list (as applicable);

2.1.6 **"Event"** means the event or programme which forms the subject matter of the Services;

2.1.7 **"Price"** means the total price for the Services as specified in the Order, including any applicable service charges, taxes or duties;

2.1.8 **"Order"** means the order confirmation form that has been issued to you in connection with the Event, setting out details of the Services;

2.1.9 **"Termination Event"** means any event or circumstance as set out in Clause 15.1.1 to 15.1.4; and

2.1.10 **"Services"** means the services to be provided as set out in the Order.

2.2 When we use the expressions **"including", "include", "in particular",** or any similar expression, this should be taken as illustrative and should not limit the meaning of the words appearing before these expressions.

2.3 When we use the words **"writing"** or **"written",** this includes fax and emails.

### 3. THE CONTRACT

3.1 These Booking Conditions govern the Contract. They apply even if you have your own terms and conditions and inform us at any time that those apply, or if you make them available to us. Any of your terms and conditions and any terms and conditions that might have applied between you and us in the past, whether these are in writing or implied from the way in which you and we have done business, will not apply.

3.2 The Contract Documents also form part of the Contract, and if any of those conflict with any provisions in these Booking Conditions, then the Contract Documents will take priority. However, this does not apply to any samples, drawings or illustrative material of any kind that we might issue to you, and which is

expressly or, by its nature, clearly, supplied purely in order to give you an indication of the kinds of services that we provide or how we might be able to meet your requirements. Any such items do not form part of the Contract.

### 4. ORDER CONFIRMATION

4.1 In order to confirm your Booking, you must pay to us 10% of the Price (**"Deposit"**) in full and cleared funds, and send to us a copy of the Order which has been signed or accepted in any other lawful manner. The Contract shall come into force when we have received a copy of the Order or the Deposit (whichever occurs first), unless you have asked us to make any purchases or incur any expenses on your behalf before this point, in which case the Contract will come into force when we make such purchases or incur such expenses on your request.

4.2 Each Order forms the subject matter of a separate Contract.

4.3 You may cancel your Booking at any time before the Contract comes into force by notifying us of this in writing and we will refund you any Deposit already paid.

4.4 We reserve the right to cancel or amend your Booking at any time. If we cancel the Contract or are unable to accept your Booking for any reason, we will inform you of this and will refund you any Deposit already paid.

### 5. PRICE AND PAYMENT

5.1 The Price shall be as stated in the Order.

5.2 Subject to Clause 14, you must pay to us the Price in the following instalments:

5.2.1 10% of the Price upon entering into the Contract in accordance with Clause 4.1;

5.2.2 40% of the Price no later than 7 days from the date on which the Contract comes into force in accordance with Clause 4.1; and the balance of the Price must be paid no later than 12 weeks before your Arrival.

5.3 All payments must be made in full and in cleared funds to the bank details contained within the Order, unless we notify you otherwise in writing from time to time. All payments must be made by BACS/Faster Payment apart from the Deposit, which can be paid either by BACS/Faster Payment or by credit/debit card.

5.4 When you make payment of the Deposit by credit/ debit card, we will store your bank details for the duration of the Contract. We reserve the right to take automatic payment from your credit card in order to reimburse us for any proportion of the Price which has not been paid to us in accordance with Clause 5.2.

5.5 We shall also be entitled to charge you for any out of pocket expenses that it is reasonable for us to incur in order to provide the Services. This may include expenditure such as travel or hotel costs, or the cost of using third parties in order to provide any Services.

5.6 Subject to Clauses 5.7 and 5.8, we reserve the right to increase the Price to the extent necessary to reflect any increase in the cost of providing the Services of which we were unaware at the time when the Contract came into force and which it is not reasonably practicable for us to avoid or reduce, including any increases in the prices or costs payable to our suppliers, increases in the amount of any

taxes or duties that we have to pay and increases in the cost of labour or materials. We shall always notify you in writing of any such increase promptly after we have become aware of it. You must pay the amount of any increase in the Price in full not later than 12 weeks before Arrival or, if we notify you of the increase after that date, within 14 days of receiving our notification.

5.7 If the total amount of any increases in the Price of which we notify you exceeds 20% of the original Price, you may cancel the Contract with immediate effect by giving us written notice of termination within 48 hours of the time at which you receive the notification to that effect. If you exercise this right, we shall refund to you, within a reasonable amount of time, all sums which you have already paid for the Services, less the Deposit and any other losses or out of pocket costs or expenses which we have incurred as a result of your cancelling the Contract to the extent that we cannot reasonably avoid or reduce these.

5.8 If the total amount of any increases in the Price is less than 20% of the original Price, but you wish to cancel the Contract, the cancellation policy set out in Clause 14 will apply.

5.9 If you fail to make any payment due to us by its due date, you will be in breach of the Contract. Without limiting or affecting any other right or remedy available to us, we shall be entitled to charge you interest on the unpaid sum in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, which is currently at 8% above the base rate of the Bank of England. This interest shall accumulate on a daily basis until you actually make payment, even if we have obtained a Court judgment against you for non-payment in the meantime.

5.10 If you become subject to a Termination Event, we reasonably believe you are about to become subject to a Termination Event, or you fail to make any payment due to us by its due date, we reserve the right to cease providing you with Services until further notice and/or treat the Contract as having come to an end in accordance with Clause 15, without prejudice to any of our other rights and remedies.

5.11 If we owe any sums to you, we may deduct from that payment any amount that you owe to us and, if we exercise this right, this does not prevent us from also exercising any other right that we may have under the Contract due to your non-payment.

### 6. EXTRAS

6.1 You will be responsible for the payment of any additional charges outside the scope of the Services which are incurred by you or persons accompanying you at the Event, such as in relation to additional refreshments, travel or accommodation. Payment for any such charges will be invoiced separately together with an additional handling fee of 10% of the relevant charges, and this must be paid within five days of the date of the invoice.

### 7. PROVIDING THE SERVICES

7.1 The information that you provide to us when making the Booking must be complete and accurate in all material respects, and you must also inform us of any special

requirements that you might have before entering into the Contract, including any dietary requirements of all persons detailed in the Booking. Although we use all reasonable endeavours to accommodate any special requests, all rooms, extras or any other special requests such as early or late check-ins, dietary or access requirements are always subject to availability.

7.2 We may contact you to ask for further information that we require in order to enable us to provide the Services. If you do not, within a reasonable time of our asking for it, provide us with this information, or you provide us with incomplete or incorrect information, we may either end the Contract, in which event we shall have no liability to you, or charge you a reasonable sum to compensate us for any extra work involved.

7.3 You agree that you will be responsible for your guests' conduct throughout the course of the Event and shall ensure that nothing shall be done which will constitute a breach of law or could in any way cause nuisance, damage, infringement of any third party licences, including any relating to entertainment, music and alcohol consumption. Please note that what is lawful or socially acceptable behaviour may differ from country to country.

7.4 You will be responsible for any breakages or damage caused to any property by you or any of your guests and you will be required to indemnify us fully in respect of our liability for such loss or damage.

## 8. TRAVEL DOCUMENTATION

8.1 You agree it is the responsibility of you and your guests to ensure any relevant documentation, including valid passport, visas, travel insurance and entry and exit requirements to the country you are visiting are in place prior to departure.

8.2 Any incorrect documentation will mean travel may be prohibited by the appropriate authorities. We will have no liability whatsoever to you or any member of your party if you travel without the correct travel documentation and you or your guests will be liable to pay any costs which we incur through assisting you because of any such failure on your part. If you are unsure, please check: <https://www.gov.uk/foreign-travel-advice> and <https://www.gov.uk/guidance/foreign-travel-checklist>.

## 9. ANTI-SOCIAL BEHAVIOUR

Please be aware that we, and all the third parties we work with, reserve the right to refuse access to the event to anyone deemed not to be in a fit and proper state.

## 10. GUEST INFORMATION

You must provide us with your attendees' details, including allergens, intolerances, passport information and rooming details (where applicable) well in advance of the relevant event date, using the Imperial Client Portal. We reserve the right to impose late submission and name change fees. If any of your attendees have an accessibility requirement you must notify us of this at the time of entering into the Contract.

## 11. FINAL EVENT INFORMATION

11.1 The method of dispatch of final event information will be confirmed by the Event Manager closer to the event. As a guide, final

event information is usually dispatched approximately one week prior to any of our events, by one of the below methods:

11.1.1 to your specified EchoSign email address;

11.1.2 to your specified ticket address by Royal Mail Special Delivery signed-for service;

11.1.3 via the Imperial Client Portal;

11.1.4 via a venue or promotor App; or

11.1.5 in-resort collection.

11.2 If dispatched via Royal Mail Special Delivery Service or in-resort collection a signature will be required upon receipt. If a signature is not available at your specified ticket address, it is your responsibility to arrange redelivery with your local Royal Mail branch. If posted, final event information will only be sent to a UK address. If the specified ticket address is overseas or you need to amend your ticket address for any other reason, you can do so via the Imperial Client Portal no later than 4 weeks prior to the relevant event date. We are unable to replace tickets under any circumstances.

## 12. OUR RIGHTS TO MAKE CHANGES

12.1 It may be necessary for us to change elements of the Services provided at any time in order to reflect changes in relevant laws and regulatory requirements or to implement necessary technical adjustments and improvements, for example to address a security threat. These changes are not likely materially to affect your use of the Services. We shall not amend the Price in such circumstances.

12.2 If our performance of the Services is prevented or delayed by circumstances outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of those circumstances. Provided that we do this we will not be liable for delays caused by such circumstances, but if there is a risk that our ability to provide the Services is materially affected, you may end the Contract in accordance with our cancellation policy set out in Clause 14.

12.3 The steps referred to in Clause 12.2 may include offering you an alternative Event of similar nature and value or the same or an identical Event on a rearranged date ("**Substitute Event**"). You must let us know within 7 days of being offered the Substitute Event whether you wish to accept it. If you accept the Substitute Event, the terms of the Order will be deemed to have been varied accordingly, however we shall not amend the Price in these circumstances unless the cost of the Substitute Event is less than the Price, in which case we shall refund you in respect of any shortfall. If you do not wish to accept the Substitute Event or do not respond within the above timeframe, we will treat this as a request to cancel the Contract subject to our cancellation policy set out in Clause 14.

12.4 If, due to circumstances beyond our control, we are unable to provide the Services or offer you a Substitute Event, without limiting our other rights or remedies, we shall be entitled to cancel the Contract immediately upon written notice and you will be issued with a full refund within a reasonable amount of time after such cancellation.

## 13. HOW TO MAKE CHANGES

13.1 Subject to Clauses 13.2 and 13.3, if you wish to make a change to the Services before Arrival, you must contact us to request those changes in writing. Until we have confirmed that any such change is possible, the change will not be deemed to have been agreed. It might be necessary for us to revise the Price in order for us to agree to the change you require. In that case, we will confirm any change in Price to you in writing and ask you to confirm whether you wish to go ahead with the change. If you do not wish to go ahead with the change, the original terms of your Order will continue to apply.

13.2 Please note that if you wish to transfer your Booking to an alternative Event of equal or higher value, we will ask for 25% of the value of the alternative Event (less any sums you have already paid) to be paid to us before we are able to confirm the Booking. If you wish to transfer your Booking to an alternative Event of lower value, this will be treated as a request to cancel the Contract subject to our cancellation policy set out in Clause 14 and the alternative Event will be the subject of a new Booking.

13.3 Once you have entered into the Contract, if you wish to add any additional persons to your Booking, this will form the basis of a separate Contract.

## 14. CANCELLATION POLICY

14.1 If you want to end the Contract at any time, you must notify us of this in writing. The Contract will end immediately upon our receipt of your notification, and 100% of the Price will become immediately due and payable, less any amounts you have already paid to us in connection with the Services. Upon cancellation of the Contract, you must immediately pay to us all of our outstanding invoices and any interest payable on any sums due to us.

14.2 Upon receipt of the payment due under Clause 14.1, we will use commercially reasonable endeavours to recover the underlying costs which represent the different elements of the Services, for example by attempting to re-sell the relevant tickets for the Event. You acknowledge however that we will be unable to re-sell tickets within 8 weeks of the date of the Event.

14.3 Within a reasonable amount of time following our recovery of any sums under Clause 14.2, we will pay to you any applicable refund due in accordance with Clause 14.4.

14.4 We will refund you any sums recovered under Clause 14.2, less the Deposit and any out of pocket costs or expenses incurred (including our reasonable legal fees) or other losses suffered in connection with such cancellation or recovery, including any loss of profit or labour costs reasonably incurred in re-advertising and re-selling the Services (including any tickets for the Event) ("**Incurring Costs**"). You acknowledge that any sums we are able to recover under this Clause 14.4 may not necessarily represent the full market value or best price for that element of the Services, and that any sums retained by us under this Clause are intended to protect our legitimate business interests.

14.5 If you do not pay to us all of our outstanding invoices and interest in accordance with Clause 14.1, or the Incurred Costs exceed the sums

actually recovered under Clause 14.2, you will be liable to indemnify us and keep us fully indemnified against any shortfall we suffer.

**15. OUR RIGHTS TO END THE CONTRACT**

- 15.1 Without limiting any of our other rights or remedies, we may end the Contract at any time by writing to you if:
- 15.1.1 you commit a material breach of your obligations under the Contract or any other contract between you and us and (if such breach is remediable) fail to remedy that breach within 7 days after us asking you to do so do;
- 15.1.2 you become insolvent or unable to pay your debts, enter into any composition or arrangement with your creditors or administration, or are subject to bankruptcy or insolvency proceedings;
- 15.1.3 you are an individual or partnership, and either you (or if you are a partnership, one of you) die or, through mental or physical disability, injury or illness, are unable, in our reasonable view, to continue to perform your obligations under the Contract; or
- 15.1.4 any event or circumstance similar to any of the above arises or occurs in any jurisdiction.
- 15.1.5 Once the Contract has ended, you must immediately pay to us all of our unpaid invoices and interest. You must also return to us any items which you do not own and for which you have not fully paid. We also reserve the right to charge you reasonable compensation for any Incurred Costs or other losses suffered as a result of your breaking the Contract.
- 15.2 The cancellation of the Contract does not affect any rights, remedies, obligations or liabilities which have been accrued up to the date of cancellation (including the right to claim damages) which existed before or at the date of the cancellation.

**16. IF THERE IS A PROBLEM WITH THE SERVICES**

- 16.1 Except where Clause 16.2 applies:
- 16.1.1 we shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, business, revenue, goodwill or any type of special, indirect or consequential loss (including loss or damage suffered by you as a result of an action brought by a third party) arising under or in connection with the Contract even if such loss was reasonably foreseeable or we had been advised of the possibility of you incurring it; and
- 16.1.2 our total liability to you in respect of all other losses arising under or in connection with the supply of Services, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Price paid.
- 16.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or sub-contractors or for fraud or fraudulent misrepresentation.
- 16.3 You agree to indemnify us and keep us fully indemnified at your own expense against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of

reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by us in connection with any claim made against us arising out of any failure of you or of any persons detailed in the Booking to comply with the terms of the Contract.

- 16.4 Unless you notify us that you intend to make a claim in respect of a matter within the notice period, we shall have no liability for that matter. The notice period for a matter shall start on the day on which you became, or ought reasonably to have become, aware of the matter having occurred and shall expire 3 months from that date. The notice must be in writing and must identify the matter and the grounds for the claim in reasonable detail.

**17. CONFIDENTIAL INFORMATION**

- 17.1 Subject to Clause 17.4, you and we both agree to keep in strict confidence all information relating in any way to the other party, of any kind and in any form, which the other party discloses to us for any purpose connected with the Contract or which comes to our attention as a result of you and us having entered into the Contract ("**Confidential Information**").
- 17.2 The party who receives any Confidential Information is allowed to disclose such information to its employees on a need-to-know basis in order for the Contract to be fulfilled and the rights of each party under the Contract to be exercised.
- 17.3 The party who receives the Confidential Information may also disclose it if required to do so by law (including by a Court order).
- 17.4 Information shall not be deemed to be Confidential Information if:
- 17.4.1 it is, or becomes, generally available to the public other than as a result of it having been disclosed in breach of the Contract;
- 17.4.2 it is given to a party by another person or organisation, neither of whom are required to keep the information confidential;
- 17.4.3 it was already in the possession of the party who received it and that party was free to use it;
- 17.4.4 it is developed independently by or for the party who received it; or
- 17.4.5 we both agree in writing that the information is not confidential.

**18. NOTICES**

- 18.1 If you need to give us notice about anything in relation to the Contract, you must do this in writing. You must address your notice to the address detailed for us on the Order. We will do the same for you. Notices must be delivered personally, by prepaid first-class post, by another next working day delivery service, by commercial courier, or by e-mail.
- 18.2 If a notice is delivered personally, it will be treated to have been delivered at the time the notice is left at the proper address. If sent by pre-paid first class post or other next working day delivery service, it will be treated to have been delivered at 9.00 am on the second business day (in other words, any day on which the banks are normally open in England) after posting. If delivered by commercial courier, it will be treated to have been delivered on the date and at the time that the courier's delivery receipt is signed. If sent by email, it will be treated to have been delivered at the time of transmission, or, if this time falls outside business hours in the place

of receipt (in other words, between 9.00am and 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt), when business hours resume.

- 18.3 The above provisions of this Clause 18 do not apply to the service of any proceedings or other documents in any legal action.

**19. OTHER IMPORTANT TERMS**

- 19.1 We may transfer our rights and obligations under the Contract to another person or organisation.
- 19.2 You may only transfer your rights or your obligations under the Contract to another person with our prior written consent.
- 19.3 Nobody else has any rights under the Contract. The Contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 19.4 If a court finds part of the Contract illegal, the remainder will continue in force. Each of the Clauses of these Booking Conditions operates separately. If any Court or relevant authority decides that any of them are unlawful, the remaining Clauses will remain in full force and effect.
- 19.5 If we do not insist immediately that you do anything you are required to do under these Booking Conditions, or if we delay in taking steps against you in respect of your breaking the Contract that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not require you to make a payment at that time but we continue to provide the Services, we shall still require you to make the payment at a later date.
- 19.6 We reserve the right to update these Booking Conditions as we see fit from time to time, with or without notice.
- 19.7 The Contract sets out the entire agreement between us in relation to the provision of the Services, and supersedes all statements, warranties, promises and representations made by either you or us before the Contract was formed.
- 19.8 No variation of the Contract, including any changes to the scope or nature of the Services or terms of payment (including the issuing of refunds), shall be effective unless the variation is agreed in writing and signed by both you (or your authorised representative) and a director of us.
- 19.9 You acknowledge that you, in entering into the Contract, have not relied on anything said by us or on our behalf which is not expressly set out in the Contract.
- 19.10 We will only use any personal information you give to us in accordance with our Privacy Policy from time to time, which is available on our website here: <http://imperial.events/privacy-policy/>.
- 19.11 The Contract is governed by English law and either we or you can bring legal proceedings in respect of the Contract in the English Courts, whose jurisdiction is exclusive in respect of proceedings brought by you, but non-exclusive in respect of proceedings brought by us.