

## Terms & Conditions of Booking

The following are the Terms and Conditions of Booking for XSEM Ltd

Please note that all packages are subject to availability and prices are subject to change.

THE PROVISION OF HOSPITALITY PACKAGES AND RELATED HOSPITALITY SERVICES BY XSEM LTD ARE EXPRESSLY CONDITIONAL UPON THE BOOKING TERMS AND CONDITIONS SET FORTH BELOW (ALSO REFERRED TO AS THE "CONTRACT"). ANY TERMS AND CONDITIONS PROPOSED BY YOU IN ADDITION TO, OR IN CONFLICT WITH THESE BOOKING TERMS AND CONDITIONS ARE EXPRESSLY REJECTED BY XSEM LTD.

### TERMS AND CONDITIONS OF BOOKING

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

#### 1. Payment Terms

A deposit of 50%, or any alternative amount advised, plus insurance premium (if required), is payable on receipt of the invoice to secure the arrangements detailed therein. The final balance is payable 60 days prior to the event. Any bookings made within 60 days of the event is payable in full on receipt of the invoice. Any extras or amendments we organise on your behalf will be payable in full on receipt of our invoice. Should any amounts not be paid by the due date, XSEM Ltd, at their sole discretion, will be entitled to treat the booking as being cancelled by the client, and make cancellation charges as set out in Paragraph 12. XSEM Ltd shall not be obliged to dispatch tickets, passes and other documentation relevant to a booking, until all invoices have been paid in full.

#### 2. The Contract

The contract to provide the arrangements 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 XSEM Ltd on the one hand and all clients and persons 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 an event, unless specified. All items of a personal nature such as telephone costs, insurance premiums, etc. Any "extra" items requested and arranged are chargeable and payable on receipt of our invoice.

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

Only the items detailed 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 be a condition or form part of a contract. Timetables are subject to alteration without notice, but every effort will be made by XSEM Ltd to provide the best alternative timetable possible.

#### 6. The Event/Occasion

XSEM 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 XSEM Ltd and the client.

#### 7. Third Parties

XSEM Ltd in making arrangements on behalf of its clients, contracts with third parties for provision of all of the necessary facilities including the provision of tickets for entry to the event/occasion. In doing so it is expressly agreed that XSEM Ltd acts only as agent of the client and that no liability of any kind howsoever caused shall attach to XSEM Ltd in connection with or arising out of such arrangements. The contract with XSEM Ltd and the client shall be subject to any terms and conditions with third parties. In the event that such facilities or tickets shall not be available, for whatever reason, any liability of XSEM Ltd shall be limited to the return of all sums paid by the client for such facilities or tickets.

#### 8. Alterations or cancellations 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, XSEM Ltd will use its best endeavours to provide an alternative.

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

Every reasonable effort will be made by XSEM Ltd to adhere to advertised and confirmed arrangements, but XSEM 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. XSEM Ltd reserves the right to alter published or confirmed prices at any time prior to the event, to cover increased costs.

#### 11. Changes to arrangements by client

Every effort will be made by XSEM 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 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 60 days prior to the event and before the 'deposit due' date as detailed on our invoice **10% payable**.
- More than 60 days prior to the event and after the 'deposit due' date as detailed on our invoice **Deposit only 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, by Email or by facsimile.**

#### 13. Liability

XSEM 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. Assignment

XSEM Ltd reserves the right to fulfil the terms of any booking through any subsidiary of it. In the event that this right is exercised, XSEM Ltd will give written notice to that effect to the client. Upon service of such notice upon the client, all rights and liabilities arising under such booking, whether before or after the date of such notice, shall be adopted by the subsidiary and there shall be no liability attaching to XSEM Ltd arising from that booking.

#### 15. Descriptions

In compiling our sales 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 described, please let us know as soon as possible, so that we can give it our attention.

#### 16. Acceptance

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

#### 17. The English Law

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

entertainment 

solutions 

experiences 

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#### Company Registration

No. 4654429

#### VAT Number

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