

ProCon Leicestershire Awards Ticket Sales

Terms and Conditions

These terms and conditions together with the Booking Form will constitute the entire agreement ("Agreement") between ProCon Leicestershire Limited, and the Customer, of whom each will be referred to as a 'party' and together the 'parties' in these terms and conditions.

Where the Event is sold under a consumer transaction (as defined by the Consumer Protection from Unfair Trading Regulations 2008) the statutory rights of the Customer are not affected by this Agreement.

1. DEFINITIONS

In this document the following expressions will have the following meanings unless the context otherwise requires:

"Agreement"	means the agreement between the Company and the Customer in relation to the booking of the Event, which includes the Booking Form and these terms and conditions;
"Booking Form"	means the booking form detailing the Event and parameters of the booking including the number of guests and beverage and catering services required, as well as other services and any Special Conditions agreed between the parties;
"Company"	means ProCon Leicestershire Limited Limited - Company Registration Number: 5420643;
"Customer"	means the individual, company or association as set out in the Booking Form;
"Data Protection Legislation"	means the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications);
"Deposit"	means a non-refundable payment to the Company in the amount set out in the Booking Form, to secure the booking;
"Event"	means the ProCon Leicestershire Awards Dinner taking place on date and venue set out in the Booking Form, as more particularly set out in the Booking Form;
"Event Date"	means the first date of the Event to be held at the Property and any subsequent days if the Event will take place over more than one day;
"Force Majeure"	means any circumstance beyond the reasonable control of a party (including (without limitation) regulations, bye-laws, prohibitions of any kind on the part of any governmental or local authority, strikes, or other industrial or trade disputes, acts of God, national or local disasters, flood, fire, epidemic, pandemic, accident, sabotage, insurrection, civil disturbance, war, acts of terrorism or the threat of war or terrorism or any event causing the whole or part of the Property to be closed to the public or the staging of a sporting,

cultural, or other entertainment event which shall be open to attendance by the general public;

"Legal Requirements"

shall mean laws, regulatory requirements, government order or any actions, recommendations, announcements or restrictions whether made by a government body, authority, public health organisation or other similar official body including the Public Health England.

"Property"

means the venue at which the Event is being held; and

"Special Conditions"

means any special conditions noted on the Booking Form which the parties have agreed will apply to this Agreement.

2. The Agreement

- 2.1 The Agreement will commence the earlier of the date the Booking Form is signed by the Customer or first date of any payment by the Customer.

3. Food and Beverage Services

- 3.1 The Customer must inform the Company of its menu choices, wine and beverage requirements and any other relevant or requested information such as dietary requirements, at least 28 days before the Event Date, otherwise the Company cannot guarantee that the choices will be available. Under such circumstances the Company will offer an alternative to the Customer.

4. Customer Obligations

- 4.1 The Customer will:

4.1.1 ensure that at the end of the Event, all rooms used within the Property are undamaged and are free of any items brought onto the Property for such Event. Any items not removed by the following morning will be disposed of by the Company and any costs associated, charged to the Customer;

4.1.2 indemnify the Company in full against and hold the Company harmless from all claims, costs, damages, liabilities, expenses (including but not limited to legal expenses) demands and judgements awarded against or incurred or paid by the Company as a result of or in connection with any and all acts or omissions of the Customer, its guests or subcontractors including but not limited to acts or omissions at the Event and damage caused to the Property by the Customer or its guests; and

- 4.2 The Customer will:

4.2.1 comply with all applicable laws, licensing, health and safety laws and other regulations relating to the Property and regulations of the Company which are notified to the Customer from time to time;

4.2.2 act responsibly and in accordance with any Legal Requirements. The Company shall not be liable in any way for any illness or loss whatsoever arising from the Customer's failure to comply with this obligation. The Company reserves the right, in its absolute discretion and without penalty or liability, to deny entry to or eject from the Property any person breaching such Legal Requirements;

- 4.2.3 Everyone attending the Event has a duty to other attendees and Company staff and contractors and it is the Customer's responsibility to ensure that the Customer does not attend the Event with any Covid 19 symptoms as published by the government from time to time;
- 4.2.4 not bring any dangerous or hazardous items to the Property (including anything with a naked flame) and remove any such items promptly when requested to do so;
- 4.2.5 not bring any food or drinks to the Event without the consent of the Company. In the event food or drink is brought to the Property a charge may be applied;
- 4.2.6 not act in an improper or disorderly manner and comply with the Property's reasonable regulations and instructions, including abiding by any dress code requirements, search policies and entry procedures;
- 4.2.7 not, except with prior permission and with the exception of service dogs, bring or allow any animal on to the Property at any time. In the event service dogs are brought to the Event, notice must be provided to ensure appropriate facilities for the dogs are made available;
- 4.2.8 report all accidents and near-misses sustained at the Property immediately to the management of the Property;
- 4.2.9 not engage in any collection, game of chance, sweepstake or lottery, nor any betting of any kind at the Property; and
- 4.2.10 ensure that nothing is fixed to any of the structures, the contents or in the grounds of the Property, without obtaining prior consent.

5. Financial Arrangements

- 5.1 Time is of the essence for all payments due under the Agreement.
- 5.2 As soon as a booking is made the Customer will be invoiced for the ticket costs in full. The invoice price is payable in full within 30 days of the invoice date. If the invoice date is within a month of the Event, the invoice will be payable immediately. If payment is not received when due, the Company may, without liability, cancel the tickets.
- 5.3 The Company reserves the right to apply interest against any late payment of undisputed sums, at the statutory rate in accordance with the Late Payment of Commercial Debts Act 1998.
- 5.4 If there are queries on any part of an invoice the Customer will pay the undisputed balance of the sum owed by the due date and the disputed elements on resolution of the query. Any disputes must be raised within 14 days of date of invoice. Any additional charges incurred during the Event the Customer must be paid by the Customer on the date of departure. In the event any balance is outstanding, the Customer will be liable for such charges. The Company further reserves the right to charge the Customer any additional charges in circumstances where the Event commences prior to the time set out on the Booking Form, or finishes later than the time set out on the Booking Form.
- 5.5 All charges are exclusive of VAT unless otherwise specified in the Booking Form

5.6 All amounts due under the Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6. **Termination**

6.1 The Company may terminate the Agreement with immediate effect by giving written notice to the Customer in the event:

6.1.1 it is deemed (in the view of the Company) that the Event, or any persons associated with the Event may damage the reputation of the Property or the Company; or

6.1.2 where any advance payment, deposits, including any VAT thereon (required under the Agreement) is overdue by 4 days or more.

6.2 Without affecting any other right or remedy available to it the Company may terminate the Agreement with immediate effect by giving written notice to the other party if:

6.2.1 either party commits a material breach that is irremediable; or

6.2.2 either party commits a material breach which is remedial but fails to remedy that breach within 14 days of receipt of a written notice issued by the non-breaching party setting out the nature of the breach and the requirements to remedy it; or

6.2.3 the other party takes any step or action in connection with its entering bankruptcy (where an individual), administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or

6.2.4 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy.

6.3 On termination of the Agreement, the Customer will immediately pay to the Company all of the Customer's outstanding unpaid invoices in respect of goods or services supplied, and, where no invoice has been submitted, the Company will submit an invoice, which will be payable by the Customer within 14 days of the date of the invoice.

6.4 Termination of the Agreement will not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the contract which existed before the date of termination.

7. Cancellation

- 7.1 The Customer will be liable for the following cancellation charges where the Customer cancels an Event:

Notice given by the Customer

More than 90 days prior to the Event; 50%

60 days prior to the Event; 75%

Less than 60 days prior to
the Event or in the event of the Customers
non arrival on the date of the Event; 100%

For the avoidance of doubt, all cancellations must be submitted in writing (including by email) by the Customer to the Company.

- 7.2 The Company may cancel the Event and forthwith terminate this Agreement and the rights granted to the Customer if: (i) the Property has to be closed for reasons beyond the Company's control, and/or (ii) the Property is required for the staging of a sporting, cultural, or other entertainment event which will be open to attendance by the general public, which event was not known by the Company to be staged at the Property at the date of this Agreement and the staging of which event will take precedence over the Event. In such circumstances the Customer will receive a refund of the sums paid by the Customer to the Company save for a 20% administration charge which the Company shall retain. The Company will have no further obligation or liability to the Customer.

8. Liability

- 8.1 Nothing in this Agreement limits any liability which cannot legally be limited, including, but not limited to liability for:

8.1.1 death or personal injury, caused by negligence; or

8.1.2 fraud or fraudulent misrepresentation; or

8.1.3 breach of terms implied by section 2 of the Supply of Goods and Services Act 1982; or

8.1.4 any other act, omission or liability which may not be limited under applicable law.

- 8.2 Subject to clause 8.1 and clause 8.3, the Company's total liability to the Customer will not exceed the total charges paid by the Customer to the Company under the Agreement. The Company's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement.

- 8.3 Subject to clause 8.1, the Company will not be liable to the Customer for any indirect and consequential losses arising out of or in connection with the Agreement. For the purposes of the Agreement indirect and consequential losses include but are not limited to loss of anticipated savings, losses incurred in finding alternative venues where this contract is cancelled by Company.

8.4 Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement will limit the Customer's liability for damage to property, including damage caused to the Property by the Customer or its guests.

9. Force Majeure

9.1 The Company will not be liable to the Customer to the extent that it is unable to perform its obligations under this Agreement, or the Company's performance of its obligations is delayed or hindered by reason of Force Majeure. In such circumstances the Company will endeavour to find a suitable alternative date for the Event to take place, if this is possible the deposit will be transferred against the new event date. The Balance payment rescheduled against the new event date. If no suitable alternative date can be found, then the Company will issue a full refund of the amounts already paid by the Customer.

10. Intellectual Property

10.1 By accepting the terms and conditions, the Customer gives the Company express consent to use the Customer's name and/or logo for the purposes of wayfinding and signage of events.

10.2 In the event either party wishes to use the other party's name/and or logo for any purpose other than those set out in clause 10.1, such party will obtain prior written consent from the other party for such use and (if such consent is given, at the discretion of the other party) will comply strictly with all of the other party's directions from time to time as to the manner of such use.

11. Publication and Reputation

11.1 Each party acknowledges the other party's public reputation and legal responsibilities. Neither party will partake in any such act that will, or is likely to, cause harm to the public reputation of the other party.

12. Notices

12.1 All written notices will be signed and sent to the address stipulated in the Booking Form. A notice will be deemed to have been received at the time of delivery if delivered personally, at the time of signature of the courier's delivery receipt if delivered by commercial courier, one hour after the notice was sent or supplied and a delivery receipt is received if sent or supplied by electronic means or 48 hours after it was posted if sent by pre-paid United Kingdom first post to an address in the United Kingdom.

13. Data Protection

13.1 The Company will observe Data Protection Legislation and any subsequent amendments and revisions thereto in the provision of this Agreement.

14. General Provisions

14.1 No variation to the Agreement will be effective unless in writing and signed by a duly authorized representative of the parties.

14.2 These terms and conditions and the Booking Form constitute the entire agreement between the parties in respect to the subject matter hereof and supersedes all previous agreements and understandings between the parties with respect hereto whether written or oral and whether express or implied. Each party acknowledges that in entering into this Agreement, it does not rely

on and will have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

- 14.3 The Company may assign any or all of its rights and obligations under the Agreement. Any assignment will be notified to the Customer as soon as practicable after such assignment has taken place.
- 14.4 The Customer will not assign, transfer or deal in any other manner with any or all of its rights and obligations under the Agreement, unless approved in writing in advance by the Company. The Company may assign, novate, transfer, sub-contract any or all of its rights and obligations under this Agreement. Any assignment will be notified to the Customer as soon as is reasonably practicable after such assignment has taken place
- 14.5 If the expression the Customer includes more than one person those persons will be jointly and severally liable under these terms and conditions.
- 14.6 The Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 14.7 If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted. Any deletion of a provision or part-provision under this clause will not affect the validity and enforceability of the rest of the Agreement.
- 14.8 These Agreement will be governed by English Law and the parties submit to the exclusive jurisdiction of the English courts as regards any claim or matter (including non-contractual disputes or claims) arising out of or in connection with this Agreement or subject matter or formation.