



Harvey Thorneycroft Ltd Terms and Conditions

Overseas Events and Travel Bookings

Definitions

“**Agreement**” means a contract between the Company and the Client for the supply of Services which comprises the written confirmation of the booking by way of a signed booking form, endorsed by the Company and these terms and conditions;

“**Balance**” means the Consideration less the Deposit (if any), paid by the Client, plus any additional costs properly incurred in provision of the Services including but not limited to such costs on the Event Date;

“**Client**” means the person, firm or company doing business with the Company pursuant to an Agreement;

“**Company**” or “**HTL**” means Harvey Thorneycroft Ltd (company no: 05774859) whose registered office is at 19 Duke Street, Richmond, Surrey, TW9 1HP United Kingdom; with its business address at 19 Duke Street, Richmond, Surrey, TW9 1HP United Kingdom;

“**Consideration**” means the consideration payable by the Client to the Company as stated in the Agreement and calculated pursuant to these terms and conditions;

“**Deposit**” means the amount payable to the Company by the Client immediately on execution of the Agreement, as the case may, be pursuant to these terms and conditions;

“**Event Date**” means the date as stated in the Agreement on which the Services will be provided by the Company to The Client;

“**Payment Dates**” means the dates upon which the Deposit and the balance are due and payable to the Company, as appropriate; and

“**Services**” means all catering and other services supplied by the Company at the request of the Client.

Application of these terms and conditions

These terms and conditions apply in respect of all Services supplied or carried out by the Company under the Agreement on the Event Date and no modification thereof is binding on the Company unless in writing and signed by a Director of the Company. These terms and conditions override any other terms or conditions stipulated, incorporated or referred to by the Client.

Confidentiality

Except where otherwise required by law or specially authorised in writing by the other party, each party agree that they shall not disclose, use or copy any information of a confidential or proprietary nature relating to the other (other than in the case of HTL, to its suppliers or employees, agents or representatives who need to know such information for the due performance of the Services). Such information shall include, without limitation, all proposals, estimates, creative work, research, documentation and advice relating to the Services prepared by the Company. The Client acknowledges and agrees that all copyright and intellectual property rights whatsoever in or connected with all proposals, estimates, creative work, research, documentation and advice and all matters prepared or created by the Company relating to the Services are and will at all times remain vested in the Company.

Deposit

When an Agreement is made, the Client shall be invoiced for 100% of the agreed fee and pay as a deposit to the Company on execution of the Agreement a non-refundable amount equal to 50% of the Consideration payable under the Agreement. Confirmation of booking details in respect of the Services shall only be confirmed by the Company to the Client upon receipt of the Deposit.

Balance due

The Balance shall be paid by the Client to the Company 7 days prior to the Event Date. Where an Agreement is made less than 7 days prior to the Event Date, the Client shall pay to the Company on execution of the Agreement 100% of the total Consideration for the booking.

Cancellation by the Client

All cancellations must be received in writing and the cancellation takes effect on the day the written notice is received by the Company.

If the Client cancels at any time prior to the Event Date, the following cancellation charges apply:

- cancellation between signing the booking form and 60 days (inclusive) in advance of the Event Date, 50% of the total projected revenue of the booking
- cancellation less than 60 days in advance of the Event Date, 100% of the Consideration of the booking

In circumstances where the Company has signed contracts with third party suppliers on behalf of the Client in order to confirm arrangements, the Client is liable for any cancellation charges incurred and is subject to pay the individual cancellation charges of such third party suppliers (to the extent that the Company is liable) if these charges are not covered by the Company cancellation charges detailed above.

Payment and cancellation by the Company

Time is of the essence in relation to all Payment Dates and if the Client fails to comply with the Payment Dates the Company shall be entitled to:

- a) charge interest on any amounts overdue at the rate of 4% per annum above

the base rate of the Bank of England on a daily basis from the Payment Date until actual payment, and

- b) cancel the Agreement.

The rights of the Company under this clause are cumulative and not alternative and any waiver by the Company of any of its rights shall be without prejudice to any other rights under the Agreement.

The Client's travel ticket conditions

When the Client travels in the air or on water, the carrier's Conditions of Carriage will apply to the journey. For international journeys, these Conditions are often the subject of Conventions between countries.

Finishing times

The Company shall notify the Client on execution of the Agreement of the required finishing time of the Services. No extensions to the quoted time shall be permissible.

Consideration calculation

The Consideration shall be calculated on the initial minimum number of participants indicated on the Agreement or the number actually attending, whichever is the greater.

Force majeure

If the Company is unable to perform any of its obligations under this Agreement by reason of any circumstance, cause or event outside its control including (without limitation of the generality of this Clause) any governmental restriction, adverse weather, acts of terrorism, riot, commotion, acts of God, industrial action, breakdown of plant or any failure of gas, water services, electricity etc., the Company shall be entitled to be relieved of its obligations hereunder to the extent to which performance of the obligations is prevented, frustrated or suspended. In such circumstances non-performance, part-performance or delay in performance of the obligations of the Company hereunder shall not entitle the Client to claim damages of any kind whatsoever whether direct, indirect or consequential.

Exclusion of liability

The Company shall be under no liability whether for negligence, breach of contract, misrepresentation or otherwise, for loss of profit, goodwill, business opportunity or anticipated saving suffered by the Client.

The invalidity, illegality or unenforceability of the whole or part of this clause of the terms and conditions does not affect or impair the continuation in force of the remainder of this clause.

The Company does not accept responsibility for the property of the Client, its guests or participants. Any goods deposited with the Company are deposited at the owner's own risk and without any obligation on the part of the Company.

Nothing in an Agreement shall operate to exclude or restrict either Party's liability for:

- death or personal injury resulting from negligence; or
- fraud.

Each of the provisions of these terms and conditions shall be construed as independent of every other such provision, so that if any provision shall be determined by any court or competent authority to be illegal, invalid and/or unenforceable then such determination shall not affect any other provision, all of which other provisions shall remain in full force and effect.

Insurance

The Client is advised to consider arranging insurance for the function, covering liability and loss or damage to its property and that of persons attending the function.

Variations

No variation to the Agreement shall be valid unless it is in writing and signed by the parties.

Amendments

No relaxation or indulgence that the Company may from time to time or at any time extend to the Client shall in anyway prejudice or act as a waiver of the Company's rights hereunder.

Notices

A notice under or in connection with an Agreement shall be in writing, shall be in the English language and shall be delivered personally or sent by first class post pre-paid recorded delivery (and air mail if overseas) or by fax or e-mail to the party due to receive the notice at its last known address.

Unless there is evidence that it was received earlier, a notice is deemed given:

- if delivered personally, when left at the address referred to in the preceding paragraph
- if sent by domestic post (except air mail), two business days after posting it
- if sent by international air mail, six business days after posting it
- if sent by fax or e-mail, on successful completion of its transmission.

In this paragraph “business day” means a day other than Saturday or Sunday or a public holiday in the country where the notice is posted or to which it is sent.

General

The Agreement shall not be assignable, and shall be governed by and construed in all respect in accordance with the laws of England.