

## TERMS AND CONDITIONS

### 1 Definitions

- 1.1 "Booking" means the Promoter booking form which is completed and signed by the Client and returned to Promoter in connection with the Event.
- 1.2 "Client" means the person, firm or company which makes a Booking.
- 1.3 "Event" means the Tennis Tournament event or events which are specified on the Promoter booking form and is the subject of the Quotation and Booking.
- 1.4 "Promoter" means One Hundred Events Limited incorporated and registered in England and Wales with company number 10923483, whose registered office is at Graphical House, 2 Wharf Street, Leeds, LS2 7EQ the Promoter of the Event its agents, representatives, successors and assignees.
- 1.5 "Quotation" means the written Quotation submitted by Promoter to the Client which is the subject of the Booking.
- 1.6 "Services" means the hospitality services to be performed by Promoter pursuant to the Booking in accordance with these Terms.
- 1.7 "Terms" means these Booking terms and conditions.
- 1.8 "Ticket Holder" means any individual that receives tickets as part of the Booking.

### 2. Payment Terms

- 2.1 Upon receipt of the Booking from the Client, Promoter shall send the Client an invoice for 50% of the total amount due which shall be payable within 14 days of receipt by the Client. A legally binding contract and therefore legally binding obligation to pay will be formed in accordance with clause 5.7.
- 2.2 Promoter shall invoice the Client the remainder of the total amount due 60 days prior to the Event and the Client shall pay to Promoter the full amount set out in the final invoice within 14 days of receipt. In the event that the Booking is made within 60 days of the Event full payment shall be invoiced and shall be payable immediately upon receipt of said invoice in order to secure the Booking.
- 2.3 All prices stated by Promoter in a Quotation are exclusive of any Value Added Tax chargeable for the time being ("VAT") which if applicable the Client shall be additionally liable to pay Promoter upon receipt of a valid VAT invoice.
- 2.4 Any items stated in the Quotation as "additional" items which are requested by the Client after the Booking has been confirmed by Promoter must be confirmed by the Client in writing before they shall be acted by Promoter. Payment in respect of any such terms will be invoiced in accordance with clause 2.2 and accordingly must be paid for immediately upon receipt of invoice to secure the right to the additional items.
- 2.5 Payments shall be made by cheque made payable to One Hundred Events Limited or by BACS transfer to the Promoter account details on the invoice.
- 2.6 Time for payment shall be of the essence. If the Client fails to make any payment on the due date in accordance with the invoice or these Terms, Promoter shall be entitled (at its discretion) to cancel the Booking by notice in writing to the Client.
- 2.7 Any variation or amendment to these payment terms will be set out by Promoter 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 Promoter, it shall notify Promoter in writing as soon as possible. Promoter shall reasonably endeavour to make any required changes and any additional costs thereby incurred shall be invoiced to the Client (and paid in accordance with clause 2.2).
- 3.2 Whilst every reasonable effort will be made to ensure that the Services are provided in accordance with

the Booking, Promoter reserves the right in its sole and absolute discretion to make any changes to the Services for the Event which do not in the opinion of Promoter materially affect the quality of the Services. If Promoter has to make any material changes in relation to the Booking it shall notify the Client forthwith. Promoter shall reasonably 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. Where such alternative is not acceptable to the Client, Promoter shall refund to the Client the price paid according to the Booking subject to reimbursement of any costs incurred by Promoter at the point of cancellation in seeking to fulfil.

- 3.3 In the event of any cancellation by the Client after the Booking is returned, and such cancellation is communicated within 7 days of the Booking being received by Promoter and where the Client is acting as a Consumer (as defined in the Distance Selling Regulations 2000), the Client shall be entitled to a full refund. Where the Booking is cancelled more than 12 weeks before the Event, the Client shall be entitled to a refund less the deposit agreed in the Booking (or where no such deposit is agreed 40% of the price of the Booking). For all cancellations of the Booking by the Client less than 12 weeks before the Event, Promoter shall be entitled to retain the total amount due, unless Promoter after receiving written notice of cancellation is able to mitigate the position by selling all its available Services in relation to the Event including those originally purchased by the Client in which case the Promoter may provide Client with a partial refund of the sums paid in its absolute discretion.
- 3.4 Promoter may cancel any Booking forthwith by notice in writing to the Client in accordance with Clause 3.5 or if at any time the Client becomes bankrupt or insolvent (or if the bankruptcy or insolvency proceedings are commenced against it). In such an event, Promoter 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 which is beyond the reasonable control of Promoter, the Event and/or the Services are cancelled or disrupted in any way Promoter 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 the Event is cancelled due to adverse weather conditions (meaning less than one hour's play at the Event), the Client shall be entitled to receive a part refund of amounts paid in connection with the Booking which for the avoidance of doubt shall not include the hospitality elements that are still available to the Client. Promoter shall have no further liability to the Client arising from Promoter's failure to perform the Services in any such circumstances.

### 4. Limitation

- 4.1 Promoter shall not under any circumstances be liable to the Client in contract, tort (including negligence), breach of statutory duty or otherwise for loss of revenues or opportunities, goodwill, reputation or any type of indirect or consequential loss (even if such loss was reasonably foreseeable or Promoter had been advised of the possibility of the Client incurring the same).
- 4.2 Further, Promoter shall have no liability for any death or personal injury (except death or personal injury caused by the negligence of Promoter, 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 Promoter against any claim in respect of any such liability (and the costs and expenses incurred by Promoter in relation thereto).
- 4.3 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 Promoter to the Client in contract, tort or otherwise including negligence 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 in relation to the Booking.

### 5. General

- 5.1 All quotations are made and Bookings accepted subject to these Terms. 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.

- 5.2 The Client shall procure that all Ticket Holders comply with these Terms and furthermore the Client indemnifies Promoter against all claims, costs, damages and judgements awarded against or incurred or paid by Promoter as a result of or in connection with a claim made by a Ticket Holder. Further Client shall indemnify Promoter as primary obligor for any claims, costs, damages and judgements awarded against or incurred by a Ticket Holder as a result of or in connection with a claim made by Promoter against a Ticket Holder
- 5.3 The Client should be aware that the Booking may be subject to terms, conditions and/or rules imposed on the Client or Ticket Holder by the Event venue or by the ticketing agency which are separate and independent to the Terms.
- 5.4 No amendment or variation to these Terms shall be binding unless agreed in writing by both parties.
- 5.5 All tickets sold to Ticket Holders shall remain the property of Promoter (or whomever is the original owner of the tickets) at all times.
- 5.6 The Client consents to photography, filming and sound recording of the Event and consents to the use of such recording in any broadcast in any territory in the world. The Client on behalf of itself and any Ticket Holder warrants that it will not seek to claim any copyright or intellectual property rights in relation to any such material.
- 5.7 No binding contract shall be formed until Promoter has received the Booking, properly completed and signed on behalf of the Client at which point Client is legally obliged to pay the sums stated on the Booking Form, and confirmation of the Booking shall be subject to Promoter receiving 50% of the final payment amount in accordance with clause 3 and issuing a booking confirmation to the Client. 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.
- 5.8 Nothing in these Terms is intended to, or shall be deemed to, constitute a partnership or joint venture between the Client and Promoter, nor is either party deemed the agent of the other.
- 5.9 Promoter will not be liable for any delay or failure in performing its obligations as a result of fire, strikes, industrial disputes, abnormally inclement weather, acts of terrorism, governmental orders or decrees or any other cause beyond its reasonable control.
- 5.10 No waiver by Promoter 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.
- 5.11 If any provision of these Terms is held by a court or any competent authority to be invalid, illegal 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 and the provision or Terms shall, to the extent required, be deemed deleted.
- 5.12 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 Promoter.
- 5.13 The Quotation, the Booking and these Terms contain the entire agreement between the parties with respect to their agreement concerning the Event. In entering into this contract the Customer acknowledges that it has not relied on (nor shall it have any remedy, in contract or tort, in respect of) any statement, promise, representation, warranty or understanding from Promoter 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.
- 5.14 The Client shall at all times be subject to the terms, conditions and rules imposed by the organisers of the Event and shall indemnify Promoter from and against all and any claims arising from the Client's breach of the same.
- 5.15 The Client shall be entitled to sell the benefit of the Booking on to third party individuals or corporate entities who agree to be bound by these Terms for their own use and not for further resale. The Client shall not sell the benefit of any Booking on the wholesale or trade market without prior written consent from Promoter.
- 5.16 These Terms and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with English law.