

BOOKING CONDITIONS AND TERMS OF PAYMENT

1. The Contract

A Contract shall be deemed to have been made between **Pall Mall Ltd** ("**Pall Mall**") and the **booking client** ("**the client**") when **the client** has confirmed requirements by, inter alia, facsimile, letter, written order form, or telephone and **Pall Mall** have accepted such a booking - an invoice being proof of such acceptance.

2. Price

All prices quoted are exclusive of VAT. In the event of the rate of VAT applicable being increased between the acceptance of a booking and an event the client shall be liable to pay such increase before packages are issued.

3. Payment - Corporate Hospitality, Special Events and Tickets with Corporate Hospitality

3.1 **Deposit** A non-refundable deposit of 50% of the overall price of the booking must be paid within 7 days of acceptance of the booking unless the booking is accepted within 60 days of an event in which case the full amount must be paid immediately upon the booking being accepted.

3.2 **Payment of Balance** The balance of the overall price must be paid not less than 60 days before the date of the event

4. Consequences of Failure to Pay

4.1 If payment is not made within the time limits in clause 3 above, this will be in breach of the contract by the client entitling **Pall Mall** to treat the contract as at an end, and re-allocate the corporate hospitality facilities, bookings and/or tickets without informing **the client**.

4.2 In the event of **Pall Mall** treating the contract as at an end under clause 4.1, **Pall Mall** shall be entitled to retain all sums already paid by **the client**. The balance, if any, of the cost/price of the booking shall become immediately payable by **the client** to **Pall Mall**. This is without prejudice to **Pall Mall's** rights to claim damages from **the client** in respect of any loss suffered by **Pall Mall**.

5. Cancellations or Variations by the Client

5.1 Any notice of a cancellation by **the client** of a booking or part of a booking must be made in writing by letter sent by recorded delivery to **The Operations Department, Pall Mall Ltd, 34 New Cavendish Street, London, W1G 8UB**

5.2 Any request by the client for a variation to a booking must be made in writing by letter sent by recorded delivery to **The Operations Department, Pall Mall Ltd, 34 New Cavendish Street, London, W1G 8UB** and is only effective if accepted in writing by **Pall Mall**.

6. Consequences of Cancellation by the Client

If a booking or part of a booking is cancelled by **the client** more than sixty days before the event **the client** shall be liable for 50% of the total price of the booking. If a booking or part of a booking is cancelled by **the client** less than sixty days before the event **the client** shall be liable for the total price of the booking.

7. Alterations to Advertised Packages

7.1 All advertised packages are subject to availability

7.2 Every reasonable effort will be made to adhere to the advertised packages but any package may be altered or omitted or dates or other details changed either before or after confirmation of the booking. Where such alterations, omissions, changes of date or other details occur prior to or after confirmation of the booking, **Pall Mall** agrees to use reasonable endeavours (such reasonable endeavours to be strictly subject to the organizers/promoters of events and/or other third parties making alternative packages available and further subject to **Pall Mall's** right to change the price applicable) to provide a reasonable alternative package and the client agrees to accept such reasonable alternative package.

7.3 **Pall Mall** have the right to change the price applicable to a booking (upwards or downwards) at any time prior to a booking being accepted. When such change alters the price from that advertised, the altered price must be paid in accordance with payment clause 3 above.

8. Liability of Pall Mall

8.1 **The client** hereby acknowledges that **Pall Mall Ltd** acts as an agent of **the client** in arranging the booking and that **Pall Mall** will not be liable for any misrepresentation, negligence, contractual or tortious loss of any kind whatsoever suffered by **the client** due to any act or omission by or on behalf of **Pall Mall Ltd** or any third party.

8.2 In any event **Pall Mall** shall not be liable for death or personal injury suffered by **the client** or its guests arising out of the booking. This restriction of liability shall also extend to any loss or damage sustained to property or belongings of **the client** or any of the client's guests or for any further costs, demands or expenses incurred or suffered by **the client** arising out of the booking.

8.3 If an event is cancelled or postponed for any reason, including national emergency, outbreak of war, prohibitive government regulations, strikes, consequences of terrorism, inclement weather conditions or any other cause beyond the reasonable control of **Pall Mall Ltd**, no refunds will be made.

9. Law and Construction

The contract and these **Terms and Conditions** shall be governed by English law and **Pall Mall** and **the client** hereby submits to the exclusive jurisdiction of the English Courts in all matters regarding to contracts and these **Terms and Conditions**.

Current as at 22 July 2012