

Booking Conditions & Terms of Payment

1. THE CONTRACT

A contract to act as agent to arrange a programme of entertainment ('the programme') shall be deemed to have been made to National Sporting Club Limited ('NSC') and the client making the order ('the Client') when the Client returns this Order Form to NSC or (if sooner) when NSC shall at the request of the Client enter into binding obligations with third parties in accordance with the Client's instructions and the contract shall in either case be on the terms and conditions hereafter appearing

2. PAYMENT

A non-refundable payment of 50% of the Total Cost of each event as detailed in this Order Form ('the Deposit') must be paid to NSC within 7 days of the issue of the invoice by NSC relating to that event and the balance of Total Cost of an event ('the Balance') must be paid not later than eight weeks before the date of that event. If these time limits are not kept NSC reserve the right to treat the contract as cancelled by the Client and shall have authority to re-allocate that event without prejudice to any of its other remedies.

3. CANCELLATION BY CLIENTS

If any booking is cancelled by the Client the Client shall remain liable to pay the balance to NSC and NSC shall have the authority to resell or obtain any refund for all or part of the event. NSC shall reimburse or give credit for the amount that it so recovers less a reasonable handling fee provided that NSC shall always be permitted to retain both the deposit and the handling fee.

4. LIABILITY

a) In arranging the programmes NSC act only as the agent of the Client and no liability to any third party or to the Client of any kind whatsoever shall be attached to NSC in connection with or arising from the arrangements between the Client and the third party and the Client shall indemnify NSC against any claim made by such third party provided always that in respect of goods or services provided by a third party under the contract, NSC shall give all reasonable assistance to the client to pursue any claim against third parties. NSC shall not be obliged to pursue any third parties. NSC shall not be obliged to pursue any third party if this involves Court of arbitration proceedings unless the Client has agreed to indemnify NSC against all expense in respect thereof including the cost of NSC's staff in connection therewith.

b) Save as in this clause expressed NSC shall be under no liability for any personal consequential or other damage whatsoever caused as a result of services rendered to the Client under this contract being defective or not in accordance with this order including any breach by NSC of any fundamental term of this order.

c) In the event that NSC fails to act with reasonable diligence and reasonable skill and care in organising the events and the client suffers loss as a result thereof, NSC's liability shall be limited to the Total Cost of an event to which the claim relates or, if larger, the amount received by NSC in relation to any services liability insurance held by NSC and its liability under this clause shall be in lieu of and to the exclusion of any other liability whatsoever.

d) Nothing contained in this clause shall exclude: (i) where the Client deals as a consumer (as defined by the Unfair Contract Terms Act 1967) any liability for breach of the terms implied by sections 13, 14, and 15 of the Supply of Goods and Services Act 1982.

(ii) any liability arising from NSC's negligence causing death or personal injury. The client recognizes that the limitation of liability contained in this clause is reasonable based on the financial agreements between NSC and the client.

5. ALTERATIONS TO PROGRAMME

a) NSC will make every reasonable effort to adhere to the programme but NSC are authorized to alter or omit or change the date or any event for any cause which NSC in their absolute discretion shall consider to be just and reasonable.

b) NSC have the right to pass on any suppliers price increases to the client. Such increase must be paid to NSC before any tickets can be issued or the event staged.

c) If the price is materially increased or NSC unreasonably alter the package of any events the Client shall be entitled to cancel the event concerned by giving written notice to be received by NSC within 48 hours of the Client having been notified of the change. In this event the Client shall be entitled to a full refund of the monies paid in respect of the event concerned provided that the Client shall indemnify NSC for all obligations incurred by NSC on behalf of the Client, subject to any refunds which NSC may be able to obtain and provided that NSC shall be entitled to retain the Deposit.

d) Cancellation by NSC of one of more events shall not entitle the client to cancel any other event.

6. EXTRAS

The cost of services and goods provided at any event which are not included in the inclusive package and which are provided at the request of the client or its guests shall be invoiced separately at the supplier's ruling rates plus a handling charge which shall not exceed 10% of the supplier's charges and shall be due for payment within five days of date of invoice.

7. PRICES

All prices quoted are exclusive of VAT which will be charged in addition to the contract price.

8. INTEREST

NSC reserve the right to charge interest at the rate of 2.5% per month compounded monthly on all overdue accounts whether before or after judgement.

9. MIS-REPRESENTATION

None of NSC's employees, other than the Secretary or a Director of the Company, is authorised to make any statement or warranty or representations as to the services to be provided hereunder. NSC shall therefore be under no liability nor shall the Client be entitled to any remedy by reason of the Misrepresentation Act 1967 except to the extent (if any) that the Court or any arbitrator may allow reliance on it as being fair and reasonable.

10. INSOLVENCY

If the client becomes insolvent or in the opinion of NSC is likely to go into bankruptcy, receivership, administration or liquidation or makes default in or commits a breach of the contract NSC may at its discretion or written notice to the Client be entitled to deem the contract as having been terminated forthwith in whole or in part by the Client in accordance with clause 3. NSC shall in doing so incur no liability to the Client and such termination shall be without prejudice to its rights which may have accrued up to the date of termination.

11. FORCE MAJEUR

Both NSC and the Client shall be released from any further obligations regarding an event in the event of a national emergency where governmental regulations, cancellation of event by third parties or if any cause beyond the Client's or NSC's reasonable control renders the performance of any event impossible. This provision shall not relieve the Client of its obligation to pay for all events completed pursuant to an order to indemnify NSC for obligations incurred by NSC as agent of the Client or oblige NSC to repay the Deposit.

12. NON ASSIGNABILITY

The agreement is between NSC and the Client and is not assignable by the Client without NSC's consent.

13. LAW

The contract shall be governed by and construed in all respects in accordance with English law and the parties hereby submit for all purposes of and in connection with the agreement to the non-exclusive jurisdiction of the English Courts.

14. NOTICES

Any notice required to be given hereunder shall be sent to the address of the recipient given overleaf. A notice shall be deemed to have been served if by hand when delivered, if by telex or facsimile when sent and if post 48 hours after posting.

15. POST TERMINATION

The termination of this agreement shall not affect any rights of the parties which have accrued thereto and NSC shall be irrevocably authorised on behalf of the Client to organise any refund or reallocation of any events.

16. ENTIRE AGREEMENT

The agreement embodies the entire agreement between the parties and there are no other terms, conditions or obligations other than those contained herein.



National Sporting Club
Founded 1891