

TERMS and CONDITIONS

The Parties referred to in this agreement shall be as follows:

- (i) Leisure Motorsport Services Ltd T/A LMS Events and Entertainments (The Company) Suppliers of Services
- (ii) Receiver of said Services (The Client)
- (iii) Persons acting as Servants or Agents for the Company (The Servant or Agent)

In entering into this agreement for the supply of services, the parties agree to be bound by all the conditions exemptions and provisions contained herein whether written, printed or stamped on the front or back hereof.

This agreement is between the Company and the Client and sets out the terms and conditions for the provision of corporate entertainment services (The Service) for the event date. Where the terms of this Agreement imply obligations, requirements or constraints on the Hotel will be party to the said obligations, requirements or constraints by way of the Agreement.

Event Date – is the date for which the Client wishes to book the Services.

Event Program – this is attached to this agreement and is the program of events for the event date.

Service – the supply of various activities and events and the provision of associated services more fully described in the event program.

Contract Price – is the price for the services as defined in the quote and invoice, The Client is liable to pay the Contract Price in accordance with the terms herein.

The Parties hereby agree:-

1. It is hereby expressly agreed that each and every servant or agent of the Company (including every independent contractor from time to time employed by the company) shall take the benefit of every exemption and limitation herein contained and every exemption from liability, defence and immunity of whatever nature applicable to the company or to which the company is entitled hereunder shall also be available and shall extend to protect every such Servant or Agent of the Company and for the purpose of all the provisions of this condition, the company is or shall be deemed to act as agents or trustee on behalf of and for the benefit of all persons who are or might be its servants or agents from time to time (including Independent Contractors as aforesaid) and all such persons shall to this extent be or be deemed to be parties to the contract in or evidenced by this agreement

The Contract Price

2. The Client agrees to pay a booking deposit of 30% of the Contract Price (the booking deposit) to the Company at the time of the booking and agrees to pay the balance of the Contract Price not less than fourteen days prior to the Event Date Unless otherwise agreed in writing.
3. The Company will only accept a booking upon receipt of the Booking Deposit and an event contract. Until the aforementioned are received, the Company shall be free to offer the Event Date to other interested parties.
4. If for any reason the Client cancels the booking, the Booking Deposit will be forfeited. If for any reason the Client cancels the booking at between 14 and 7 days from the Event Date, the Client shall be liable for 75% of the Contract Price. If for any reason the Client cancels the booking at less than 7 days before the Event Date the Client shall be liable for the full Contract Price.
5. If for any reason, the Client fails to give notice to the Company more than 21 working days before the Event Date that the number of guests that have been contracted for is to be reduced, the Client will be liable to pay the Contract Price in full for the number of guests originally booked in the Event Contract.

The Company's Authority on Safety

6. The Client and each and every guest agrees to abide by and comply with any request or order made by or on behalf of the Company on the grounds of safety, whether it be the safety of the venue, the guests or any other person, or on any other grounds.
7. The Client and each and every guest agrees that the opinion of the Company or its Servants or Agents is final with regard to any matters of safety and the Client and each and every guest agrees to abide by any such opinion howsoever expressed. If in the opinion of the Company, its Servants or Agents, the Client is or may be behaving dangerously or is acting in a manner which would or may, in the opinion of the Company its Servants or Agents, lead to a disruption of services at the Event, the client or guest will, at the request of the Company, its Servants or Agents leave the Event for the rest of the day or days contracted for, without the Company, its Servants or Agents encountering any liability.

Insurance and Liability for Damage

8. The Company covenants to maintain an insurance policy substantially in the form existing at the date of the Agreement, a summary of which policy is available on request.
9. The Client will be liable for the first £250 of any damage to the vehicles or other equipment supplied by the Company, arising out of an act or omission of the Client, unless the cause of the said damage be deliberate, in which case the said client will be liable for all the damage so caused. In the event of damage to more than one vehicle or piece of equipment the Client agrees to pay the first £250 of damage to each vehicle or piece of equipment, the damaged vehicle or pieces of equipment may also be withdrawn from the rest of the Event.
10. Each party will be responsible for, and will indemnify the other party in respect to, third party claims for personal injury and property damage based on each party's common law liability, including claims by employees of the parties.
11. The Company and its Servants or Agents accept no responsibility for unforeseen events causing the Event to be cancelled or altered from that contracted for, although every effort will be made to proceed with the Services where at all possible.
12. In the event of any disputes or claims under this contract, all matters will fall under United Kingdom jurisdiction and should legal proceedings be necessary, all legal matters will be dealt with through United Kingdom courts.
13. Any addition to or alteration of the terms and conditions of this agreement shall be null and void unless previously agreed in writing.