

Ellis Salsby Ltd standard terms and conditions of business

Venue finding service

Definitions

'Client' means the person(s) or organisation on whose behalf the venue is being booked.

'Venue or Service Provider (V/SP)' means the person(s) or organisations responsible for as owner, manager, agent or otherwise of and providing the facilities and services being booked.

'Commission' means the sum of money received by ESL from the V/SP for the Booking Confirmation.

'Booking Confirmation' means a contract negotiated by ESL on behalf of the Client between the Client and the V/SP.

'Contract' means these terms and conditions and the letter/ electronic communication or other document(s) from ESL to the Client containing details of the Booking and/or attached to these terms and conditions.

'ESL' means Ellis Salsby Limited, the agent/ third party whose services are being used to book a V/SP.

'Services' means hotel accommodation, venue facilities, travel, audio visual entertainment etc provided by the V/SP to the Client.

'Suggested Venue/ V/SP' means any venue/ V/SP suggested by ESL to the Client, after receipt of the requirements of the Client.

1. Application of conditions

By providing ESL with an enquiry for Services, the Client shall be deemed to have accepted the terms and conditions of this Contract.

2. Booking Confirmation to Client and V/SP

2.1 ESL has agreed to provide the Client with a list of Suggested Venues/ V/SP.

2.2 Upon instructions from the Client as to the chosen V/SP, ESL will confirm the Booking Confirmation with the V/SP on behalf of the Client.

2.3 On receipt of the Booking Confirmation the V/SP will issue their own terms and conditions to the Client, which the Client agrees to be bound by.

2.4 The Client accepts that the Booking Confirmation made by ESL on their behalf with a V/SP is strictly between the Client and the V/SP.

3. Disclosure

The Client undertakes to provide ESL with full disclosure of all material circumstances and of everything known to it regarding its instructions to ESL, which could influence the conduct of ESL.

4. Cancellation

4.1 The Client agrees to notify ESL immediately in writing of any cancellation and/ or postponement to the Booking Confirmation. ESL will then notify the V/SP accordingly. Bookings that are cancelled completely will be given a cancellation number which the Client will need to keep for future reference.

4.2 The Client accepts that any reduction in the Services required from the Booking Confirmation will alter the pricing structure, and accepts that it will be 100% liable for any cancellation charges. The Client should take note of the terms and conditions of the V/SP in relation to cancellations and the likely penalty charges applicable, if any.

4.3 ESL does not accept any responsibility for any loss, damage, liability suffered by the Client or by any third party with whom the Client has contracted or is otherwise obligated to as a result of a cancellation, part cancellation, and postponement, in the whole or in part of the contract with the V/SP.

5. Payment

Unless otherwise agreed, the Client shall make payment direct to the V/SP in accordance with their payment terms.

6. Currency

Rates quoted outside of the UK are liable to fluctuation prior to the date of arrival.



7. Insurance cover

- 7.1 ESL are able to provide the Client with information on tailor made insurance in respect of the Booking Confirmation to protect the interests of their business and which can include protection against the costs of cancellation, accident and illness of any delegates of the Client.
- 7.2 The Client accepts that insurance cover will not be provided or put into force unless the Client requests this in writing.

8. Liability

- 8.1 The Client undertakes to accept all legitimate charges made by the V/SP for the Booking Confirmation.
- 8.2 The Client accepts that ESL will not be held liable for the failure of the Client to honour the Booking Confirmation wholly, or in part, or for the failure of the V/SP to honour the Booking Confirmation wholly or in part or for the quality of service provided by the V/SP.
- 8.3 Where the Client selects their own supplier for the provision of any additional services required in conjunction with an event booked through ESL, (e.g. audio visual, entertainment etc) it is the Clients' responsibility to carry out 'due diligence' on these individuals or organisations. ESL accepts no responsibility for any acts, losses or omissions of such suppliers.
- 8.4 In the event of any breach of the Booking Confirmation by the Client with the V/SP, ESL reserves the right to invoice the Client for the full amount of Commission which would have been payable by the V/SP.
- 8.5 ESL shall not be liable for any loss, liability, damage, injury, costs, claims, demands or expenses suffered or incurred by the Client, it's staff, agents or customers arising from the use by the Client of a Suggested Venue and/or a V/SP, from a Booking Confirmation, the provision of Services or arising from a referral of a third party by ESL to the Client for any reason whatsoever.
- 8.6 The Client is exclusively responsible for ensuring the Suggested Venue is suitable and for ensuring that all legal requirements in relation to the use of a Suggested Venue and/or a V/SP, including but not limited to health and safety, are complied with.
- 8.7 The Client shall indemnify ESL and keep ESL indemnified both during the continuance of the Contract and after its termination, during any Booking Confirmation and throughout the provision of any Services, against all losses, injury, damage, claims, demands or expenses howsoever arising that ESL suffers or incurs as a result of the Contract, a Booking Confirmation or the provision of Services.
- 8.8 The Client shall indemnify ESL against all liabilities incurred by ESL as a result of a breach by the Client of any law from time to time in force.

9. ESL acting as 'Principal'

On the rare occasion that a V/SP refuses to deal with ESL as the agent of the Client and ESL has to act as Principal with the V/SP, these terms and conditions are amended as follows:

- 9.1 Whilst ESL may seek confirmation from the V/SP that the Suggested Venue and/or a V/SP has complied with all health and safety requirements and has adequate insurance for third party risks:
 - 9.1.1 the Client fully indemnifies ESL for any losses, claims, demands, expenses, costs or damages incurred by the Client, ESL, the V/SP or any third party, howsoever caused, saved for injury or death caused by the negligence of ESL; and
 - 9.1.2 ESL shall not be liable for any losses, claims, expenses, costs or damages incurred by the Client, the V/SP or any third party, howsoever caused, saved for injury or death caused by the negligence of ESL.
- 9.2 The Client agrees that ESL may terminate any contract with a V/SP for failing to provide ESL on request with confirmation that the Suggested Venue and/or a V/SP has complied with all health and safety requirements and has adequate insurance for third party risks and ESL shall not be liable to the Client for any loss, claim, demand, expense, cost or damage suffered by the Client as a result of that termination.

10. Complaints

- 10.1 The Client must inform ESL and the V/SP of any complaints in writing within 7 days of the circumstances giving rise to the complaint.
- 10.2 ESL will use their reasonable endeavours to satisfactorily resolve the complaint, and reserve the right to reject any complaint.
- 10.3 ESL will not be liable for any failure to supply or any unsatisfactory or inadequate supply of services by the V/SP as a result (either directly or indirectly) of the Client's failure to provide ESL with correct and complete instructions.
- 10.4 In addition clause 10.3 will apply even if the V/SP fails to deliver in any situation, even if it is nothing to do with the Client failing to provide ESL with correct/ complete instruction.



11. Force Majeure

ESL shall have no liability to the Client under this Contract if it is prevented from or delayed in providing its Services by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of the V/SP.

12. Severance

- 12.1 If any provision of this Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.
- 12.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.

13. Governing law and jurisdiction

- 13.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.
- 13.2 The parties irrevocably agree that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of it or in connection with the Contract or its subject matter.



Conferences and events management service

Definitions

'Client' means the person(s) or organisation on whose behalf the Event is being organised /managed.

'Venue or Service Provider (V/SP)' means the person(s) or organisations responsible for as owner, manager, agent or otherwise of and providing the facilities and services being booked.

'Contract' means these terms and conditions and the letter/ electronic communication or other document(s) from ESL to the Client containing details of the Services and/or Event on the day and/or any other documents attached to these terms and conditions.

'Cost Breakdown' means a detailed breakdown of costs provided by ESL to the Client prior to the Event.

'Delegate' means the person(s) or organisations opting to attend the Event.

'Designated Representative' means the person appointed by the Client to liaise with the Event Organiser.

'ESL' means Ellis Salsby Limited, the company providing the Services.

'Event' means the programme organised/ managed by ESL as agreed by the Client.

'Event Management Fee' means the sum of money charged by ESL for providing the Services.

'Event Organiser' means the person appointed by ESL to manage the Event.

'Nominated Representative' means the person(s) appointed by the Client to be in charge of the Event.

'Services' means the services provided by ESL in organising and/ or managing the Event, including any accountancy service required.

1. Application of conditions

By instructing ESL to provide Services, the Client shall be deemed to have accepted the terms and conditions of this Contract.

2. Events

- 2.1 By instructing ESL to organise an Event the Client authorises ESL to act as an agent on its behalf. The Client accepts that any contracts entered into by ESL on behalf of the Client for the Event will be between the Client and the third party. ESL will provide the Client with the terms and conditions of the third party and the Client agrees to be bound by these terms and conditions.
- 2.2 Details of the Events shall be agreed by ESL and the Client in writing prior to commencement of the Event.
- 2.3 ESL will provide the Client with a Cost Breakdown, which will include any special requirements which the Client has communicated to ESL.
- 2.4 The Client accepts that the Cost Breakdown is an estimate provided prior to the Event and is subject to change at any time by ESL. And this should not be deemed to be taken as ESL managing the costs.
- 2.5 The Client will have the option to instruct ESL to appoint an Event Organiser who will organise the Event on the day. Alternatively, the Client will appoint a Nominated Representative who will be in charge of the Event on the day.
- 2.6 If an Event Organiser is required, the Client will appoint a Designated Representative who will liaise closely with the Event Organiser on the day of the Event and who will have the authority to make any required amendments to the Event on the day.
- 2.7 The Client accepts that it will be fully liable for the actions of the Nominated Representative and the Designated Representative.
- 2.8 The Client will not unduly expose ESL employees to any subject matter that may cause distress. ESL reserve the right to refuse to undertake any work which may endanger its employees' physical or psychological well being or reputation.

3. Onsite extra billing

- 3.1 During the Event the Event Organiser will use its reasonable endeavours to supply any available additional items and services authorised by the Designated Representative.
- 3.2 Additional items and services will be:-
 - (a) described on billing authorisation forms which will be signed by the Designated Representative before the additional items and services are provided;
 - (b) the subject to the Event Management Fee; and
 - (c) deemed to be the subject of a separate contract between the Client and ESL to which this Contract will apply.

4. Alteration and/ or cancellation of the Event

- 4.1 The Client must immediately inform ESL of any alterations to the Event in writing.
- 4.2 ESL will have the option of issuing a new Cost Breakdown detailing the alterations.
- 4.3 If any Event is altered or cancelled by the Client for any reason, in whole or in part, the Client accepts full liability for all sums of money expended by ESL or which ESL are obligated for in connection to the Event.



- 4.4 On alteration of an Event, ESL will have the option of issuing the Client with an alteration invoice which include, but will not be limited to the following; in-house services, commission costs, out of pocket expenses and the Event Management Fee.
- 4.5 On cancellation of an Event, ESL will issue the Client with a cancellation invoice which will include, but will not be limited to the following; in-house services, commission costs, out of pocket expenses and the Event Management Fee.
- 4.6 From time to time ESL may find it necessary to make a significant alteration to the items and services specified in the Cost Breakdown. If as a result of this ESL are required to make a significant alteration to the Event, ESL shall use its reasonable endeavours to inform the Client of such alteration as soon as reasonably possible.
- 4.7 Any alteration as specified in clause 4.6 shall be deemed to have been accepted by the Client unless the Client provides ESL with prompt written notice of its wish to reject the alterations or cancel the Event.
- 4.8 The Client agrees not to assign or otherwise deal with the contracts entered into by ESL on behalf of the Client, without the consent in writing of ESL.
- 4.9 Should the Client cancel the Event as a result of clause 4.6 the payment provisions in clause 4.5 shall apply.
- 4.10 ESL shall have no liability to the Client for:-
 - (a) the cancellation of the Event as a result of the decrease or increase in the number of the Client's Delegates;
 - (b) the cancellation of the Event as a result of any circumstances beyond ESL's control;
 - (c) for any aspect of the Event affected by the occurrence of a matter over which ESL has no control
- 4.11 The balance of any monies received by ESL from the Client in respect of the cancelled programme will be repaid to the Client. Without prejudice to the foregoing ESL shall offer the Client such assistance as ESL are reasonably able to subject to its incurring costs in respect of such assistance not exceeding the overall costs.

5. Delegates

- 5.1 Booking terms and conditions will apply to the Delegates by ESL on behalf of the Client.
- 5.2 Payment terms for Delegates will be agreed in writing between the Client and ESL and terms and conditions will be amended accordingly and issued to the Delegate.
- 5.3 ESL will not be responsible for any losses suffered by the Client or the Delegate, without limitation.
- 5.4 Where the Delegates are to settle their own extras, ESL will instruct the V/SP accordingly. ESL shall not be held liable for any outstanding payments under any circumstances.
- 5.5 The Client accepts full responsibility for any outstanding payments in respect of clause 5.4.

6. Delegate fee collection service

- 6.1 ESL are able to provide the Client with a payment collection service from Delegates.
- 6.2 If the Client opts to use this service, ESL will agree terms and conditions in writing with the Client on an event by event basis.

7. Payment terms

- 7.1 Prior to the Event, ESL will issue the client with their invoice detailing agreed staged payment terms; eg 10% on contract signature, 50% 7 days before the Event, and 40% after the Event. The Client will be required to make payments as detailed in the invoice.
- 7.2 Following the Event ESL will issue the Client with a final invoice detailing their Event Management Fee.
- 7.3 The Client accepts that the Event Management Fee is subject to change as a result of any alterations to the Event.
- 7.4 Payment of the Event Management Fee shall be due in full within 14 days of the invoice date. Interest will be charged at a rate of 4% above RBS base rate on any monies not paid within 14 days of demand.
- 7.5 If payment of an invoice remains outstanding for a period of in excess of 28 days, ESL will exercise its right to claim interest and compensation for debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.6 Any queries on the invoices must be raised by the Client in writing within 7 days of the invoice date, otherwise the Client will be deemed to have accepted the invoice and the full balance will be due.
- 7.7 Should there be any ongoing queries, the remaining balance should be paid and only the queried amount withheld.

8. Data Protection Act 1998

- 8.1 ESL may use any information that it may obtain from the Client or any third party to carry out a credit check with a licensed credit reference agency.
- 8.2 ESL may at its sole discretion provide information as detailed on the credit application form to a third party supplier with whom ESL may obtain credit on the Client's behalf.

9. Termination

- 9.1 Without prejudice to any other rights or remedies which the ESL may have, ESL may terminate the Contract without liability immediately on giving notice to the Client if:-
 - (a) the Client alters or cancels the Event



- (b) the Client commits a material breach of the Contract; or
 - (c) an order is made or a resolution is passed for the winding up of the Client, or circumstances arise which entitle a court of competent jurisdiction to make a winding up order of the Client.
- 9.2 On termination of the Contract for any reason the Client shall immediately pay ESL all of the outstanding unpaid invoices and interest and in respect of Services supplied but for which no invoice has been submitted, ESL may submit and invoice, which shall be payable immediately on receipt.
- 9.3 On cancellation of an Event by a Client, the Client will be liable to pay ESL for all their Services and out of pocket expenses up until the date ESL are notified that the Event is to be cancelled/ or ESL Services are no longer required. In addition the Client will be liable to pay 50% of the remaining balance of the contract amount.

10. Liability

- 10.1 ESL shall not be liable for any loss, liability, damage, injury, costs, claims, demands or expenses suffered or incurred by the Client, it's staff, agents, customers or Delegates arising from the use by the Client of a Suggested Venue and/or a V/SP, from an Event, the provision of Services or arising from a referral of a third party by ESL to the Client for any reason whatsoever.
- 10.2 The Client is exclusively responsible for ensuring the Suggested Venue is suitable and for ensuring that all legal requirements in relation to the use of a Suggested Venue and/or a V/SP and to the Event, including but not limited to health and safety, are complied with.
- 10.3 The Client shall indemnify ESL and keep ESL indemnified both during the continuance of the Contract and after its termination, during any Event and throughout the provision of any Services, against all losses, injury, damage, claims, demands or expenses howsoever arising that ESL suffers or incurs as a result of the Contract, an Event or the provision of Services.
- 10.4 The Client shall indemnify ESL against all liabilities incurred by ESL as a result of a breach by the Client of any law from time to time in force.

11. ESL acting as 'Principal'

In the event that a V/SP refuses to deal with ESL as the agent of the Client and ESL has to act as Principal with the V/SP, these terms and conditions are amended as follows:

- 11.1 Whilst ESL may seek confirmation from the V/SP that the V/SP has complied with all health and safety requirements and has adequate insurance for third party risks:
- 11.1.1 the Client fully indemnifies ESL for any losses, claims, demands, expenses, costs or damages incurred by the Client, ESL, the V/SP or any third party, howsoever caused, saved for injury or death caused by the negligence of ESL; and
 - 11.1.2 ESL shall not be liable for any losses, claims, expenses, costs or damages incurred by the Client, the V/SP or any third party, howsoever caused, saved for injury or death caused by the negligence of ESL.
- 11.2 The Client agrees that ESL may terminate any contract with a V/SP for failing to provide ESL on request with confirmation that the Suggested Venue and/or a V/SP has complied with all health and safety requirements and has adequate insurance for third party risks and ESL shall not be liable to the Client for any loss, claim, demand, expense, cost or damage suffered by the Client as a result of that termination.

12. Force Majeure

ESL shall have no liability to the Client under this Contract if it is prevented from or delayed in providing its Services by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

13. Severance

- 13.1 If any provision of this Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.
- 13.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.

14. Governing law and jurisdiction

- 14.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.
- 14.2 The parties irrevocably agree that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of it or in connection with the Contract or its subject matter.