

# Ellis Salsby Ltd terms and conditions of business

## Accommodation booking service



ELLISSALSBY

### 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 organisation(s) 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 disclosed 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 may 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 is 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.

**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.

### 9. ESL acting as 'Principal'

In the event that a V/SP refuses to deal with ESL as the disclosed 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

**9.1** 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.

**9.2** ESL will use their reasonable endeavors to satisfactorily resolve the complaint, and reserve the right to reject any complaint.

**9.3** 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.

**9.4** In addition clause 9.3 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

**11.1** 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.

**11.2** 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

**12.1** 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.

**12.2** 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