



Sports Hospitality & Event Management

DTB Sports Hospitality and Event Management Ltd, 10 Plato Place, 72-74 St Dionis Road, London SW6 4TU
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TERMS AND CONDITIONS

1. THE CONTRACT

This contract is made between DTB Sports Hospitality and Event Management Ltd (DTB) and the Client on the terms and conditions set out hereunder when the client confirms an order with DTB by email. DTB shall at the request and risk of the client enter into binding obligations with third parties in accordance with client's instructions and this contract shall take effect on the terms and conditions set out hereafter.

2. PAYMENT

The Hospitality Package for an event will be purchased through the Client redeeming the relevant number of points through Diamond Resorts (Europe) Limited ("Diamond"). Points are the points that are owned by the Client in a collection affiliated to THE Club® e.g. Diamond Resorts European Collection Limited ("Points"). The Client should email DTB a booking request and DTB will contact Diamond. Diamond will advise DTB to confirm the booking if the Client has sufficient points to redeem for the relevant hospitality package. Provided there are sufficient Points DTB will confirm the transaction and email the client to advise on completion of the booking. Receipt of an email booking confirmation from DTB will constitute acceptance of the booking by DTB and shall create a Contract subject to the conditions of this document. Upon creation of the contract, the Client's Points for the Hospitality Package booking will be deducted by Diamond from the Client's account who will be notified by DTB that the booking has been confirmed. Once a Hospitality Package is booked it is non-refundable.

3. PRICES

The prices quoted are in Points and may be subject to change in advance of a booking confirmation. All prices will be subject to Vat or taxes where applicable and this is factored into the total Points payable.

4. CANCELLATION BY CLIENTS

If any booking is cancelled by the Client, then no refund is due to the Client.. DTB may then attempt to resell or obtain a refund for all or part of the Hospitality Package on the Client's behalf. This will in no way guarantee that any Hospitality Package will be successfully resold on the client's behalf and it may not be possible to recover the same value as the Hospitality Package were initially sold for. DTB shall retain the full balance on the initial transaction during this process.

5. LIABILITY

a) In arranging the Hospitality Package DTB 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 DTB in connection with or arising from the arrangements between the Client and the third party and the Client shall indemnify DTB 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 of DTB shall give all reasonable assistance to the Client to pursue any third party if this involves Court of arbitration proceedings unless the Client has agreed to indemnify

DTB against all expense in respect thereof including the cost of DTB's staff in connection therewith.

b) Save as in the clause expressed, DTB 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 DTB of any fundamental term of this order.

c) 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 section 13, 14 and 15 of the Supply Goods and Services Act 1982. – this should now be the Consumer Rights Act 2015

ii) Any liability arising from DTB's negligence causing death or personal injury.

d) The Client recognises that the limitation of liability contained in this clause is reasonable based on the financial agreements between DTB and the Client.

6. ALTERATION TO PROGRAMME

a) DTB will make every effort to adhere to the Hospitality Package but are authorized to alter, omit or change the date of any event in a Hospitality Package in circumstances which DTB in its absolute discretion shall consider to be just and reasonable.

b) DTB has the right to pass on any supplier's price increases to the client. Such increases must be paid to DTB before any tickets can be issued or the event staged.

c) If the price is materially increased or DTB unreasonably alter the Hospitality Package, the Client shall be entitled to cancel the event concerned by giving written notice to be received by DTB within 2 working days of the Client having been notified of the change. In this instance the Client shall be entitled to a refund on the Points used in respect of the Hospitality Package concerned, provided that the Client indemnify DTB for all obligations incurred by DTB on the Client's behalf and that DTB shall be entitled to retain the deposit where it is appropriate. Instances where a date change will not entitle the Client to a refund will be discussed with the Client at the time of booking.

d) Cancellation by DTB of one or more Hospitality Package shall not entitle the client to cancel any other Hospitality Package booked.

7. EXTRAS

The cost of services and goods provided at any other event which are not included in the Hospitality Package and which are provided at the request of the Client or its guests shall be invoiced separately at the suppliers ruling rates plus a handling charge which will not exceed 10% of the suppliers charges and shall be due for payment within five days of the date of invoice.

8. INTEREST

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

9. MIS-REPRESENTAION

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

10. FORCE MAJEURE

Both DTB and the Client shall be released from any further obligations regarding a Hospitality Package in the event of a national emergency where governmental regulations, cancellation of an event by third parties or if any cause beyond the clients or DTB's reasonable control renders the performance of a Hospitality Package impossible. This provision shall not relieve the Client of its obligation to indemnify DTB for obligations incurred by DTB as agent of the Client.

11. NON ASSIGNABILITY

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

12. 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.

13. NOTICES

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

14. POST TERMINATION

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

15. 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.

**Registered Office:
10 Plato place, 72 -74 St Dionis Rd, London SW6 4TU.**

Registered in England: 5993871.

VAT Registraton Number 894 1986 63