

Booking Conditions/ TERMS AND CONDITIONS

1. Application

These Terms and Conditions shall apply to the bookings and reservations by Crossgates Travel (Germany) Ltd. a company registered in England under number 06156728 whose registered office is at Exeter Street 15, London WC2E 7DT. No other terms and conditions shall apply to the provision of Services unless agreed upon in writing between the Provider and the Client.

2. Interpretation

2.1 A "business day" means any day other than a Saturday, Sunday or bank holiday.
2.2 The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.
2.3 Words imparting the singular number shall include the plural and vice-versa.

3. Services

3.1 Crossgates Service is the booking and chartering of Hotel ships for the Client.
3.1 Crossgates shall use reasonable care and skill in its performance of the Services and shall ensure compliance with any and all relevant codes of practice.
3.3 Crossgates shall use its best and reasonable endeavours to complete its performance of the Services within the time agreed as set out in this quotation; however time will not be of the essence in the performance of these obligations.

4. Client Obligations

4.1 The Client shall use its best and reasonable endeavours to provide Crossgates with access to any and all relevant information, materials, properties and other matters which are required to enable the Supplier to provide the Services.
4.2 The Client shall use its best and reasonable endeavours to acquire any permissions, consents, licences or other matters which are required to enable Crossgates to provide the Services.
4.2 Crossgates shall not be liable for any delay or failure to provide the Services where such delay or failure is due to the Client's failure to comply with the provisions of this Clause 4.

5. Effectiveness of contract

The contract becomes valid and effective once a reservation has been confirmed in writing to Crossgates by the Client and by Crossgates.

6. Cancellation

6.1 In the event that the Client cancels confirmed services/ bookings without a statutory reason, payments to Crossgates must still be made and no refund will be given unless rooms or hotelship cabins are resold. In the event of part-sale of the original reservation, refund will be made on a pro-rata basis. Refund will be made on the basis of the full amount less an administration charge of 10%. Any tax payment will not be refunded. No further refunds will be made by Crossgates.
6.2 In the event the Client has a statutory reason to cancel a reservation, the notice of cancellation must be in writing. The failure to provide the required written notice of cancellation shall result in the Client being charged for the entire duration of their stay as stated in their reservation at the Rate specified therein regardless any resale of the cabin or hotelship.
6.3 Any such payment shall be taken immediately using the payment details provided by the Customer when making their reservation.

7. Payment

7.1 Following the Client's acceptance of the booking, Crossgates shall invoice the Client for the Fees either:
(a) upon completion of its provision of the Services; or
(b) on the invoice specific terms.
7.2 The Client shall pay the Fees due within 5 business days of the date of Crossgates invoice or otherwise in accordance with any credit terms agreed between Crossgates and the Client.
7.3 Time for payment shall be of the essence of the Contract between Crossgates and the Client. Crossgates is entitled to cancel reservations, held for its clients, after fixing a final date if the agreed payment is not made in time or in its full amount. In this event Crossgates is entitled to damage of at least a contract penalty of 10% of the agreed payment.
7.4 If the Client fails to make payment within the period in sub-Clause 7.2, Crossgates shall charge the Client interest at the rate of 8 points above the prime rate of the European Central Bank per annum from time to time on the amount outstanding until payment is received in full.
7.5 If the Client fails to make payment within the period in sub-Clause 7.2, Crossgates shall have the right to suspend any further provision of the Services and to cancel any future services which may have been ordered by, or otherwise arranged with, the Client.
7.6 Receipts for payment will be issued by Crossgates only at the Client's request.

8. Sub-Contracting

8.1 Crossgates shall be free to sub-contract the provision of the Services (or any part thereof).
8.2 Where Crossgates sub-contracts the provision of the Services or any part thereof it shall ensure that any and all sub-contractors are reasonably skilled in the relevant practices and shall not pass any additional charges that may be incurred through the use of such sub-contractors on to the Client.

9. Termination

9.1 Crossgates may terminate the provision of the Services immediately if:
(a) the Client commits a material breach of its obligations under these Terms and Conditions; or
(b) the Client is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors.
(c) the Client enters into a voluntary arrangement under Part 1 of the Insolvency Act 1986 or equivalent, or any other scheme or arrangement is made with its creditors; or
(d) the Client convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertakings or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Client, notice of intention to appoint an administrator is given by the Client or any of its directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Client or for the granting of an administration order in respect of the Client, or any proceedings are commenced relating to the insolvency or possible insolvency of the Client.

10. Denial of Permits

If a reservation cannot be honoured due to the denial of an official permit, in particular in the case of hotel ship reservation the denial of a mooring permit, where Crossgates is not responsible for such a denial in any respect, Crossgates retains the right to change the mooring to the nearest mooring position available, provided such a mooring position is situated within reasonable distance from the Trade Fair premises. In the event that there is no such mooring available, Crossgates as well as the Client are entitled to withdraw from the contract without costs where neither party shall be entitled to any claim.

11. Liability and Indemnity

11.1 Crossgates will not be liable by reason of any representation, implied warranty, condition or other term, or any duty at common law or under these Terms and Conditions, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by Crossgates employees, agents or otherwise) in connection with its provision of the Services or the performance of any of its other obligations under these Terms and Conditions or this quotation or with the use by the Client of the Services supplied.
11.2 Crossgates shall not be liable to the Client or be deemed to be in breach of these Terms and Conditions by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations if such delay or failure is due to any cause beyond the Supplier's reasonable control.
11.3 The Client shall indemnify Crossgates against all damages, costs, claims and expenses suffered by Crossgates arising from any loss or damage to any equipment (including that belonging to third parties) caused by the Client or its agents or employees.
11.4 Nothing in these Terms and Conditions shall limit or exclude Crossgates liability for death or personal injury caused by its negligence; or fraud or fraudulent misrepresentation; or for any other matters for which it would be unlawful to exclude or limit liability.

12. Force Majeure

12.1 Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, closure of waterways, governmental action or any other event that is beyond the control of the party in question.
12.2 In the event of high or low water Crossgates - by hotel ship reservations - retains the right to change the mooring to the nearest mooring position available, provided such a mooring position is situated within reasonable distance from the Trade Fair premises. In the event that there is no such mooring available, Crossgates as well as the Client are entitled to withdraw from the contract without costs where neither party shall be entitled to any claim.

13. Deduction of VAT (Value Added Tax)

Accommodation in Germany are subject to VAT (Mehrwertsteuer). However, current regulations direct that Crossgates may issue its invoices on a net basis. Should current regulations change or the Financial Authorities are of another legal opinion and the German VAT is applicable, Crossgates shall advise the Clients and will be entitled to charge the German VAT according to any directives advised by the German Financial Authority (Finanzamt). From 01.01.2012 all accommodation in Germany are subject to VAT. Therefore for all reservations for the time from 1.1.2012 Crossgates has the right to charge the German VAT additionally.

14. Communications

14.1 All notices under these Terms and Conditions shall be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).
14.2 Notices shall be deemed to have been duly given:
(a) when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
(b) when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;
(c) on the fifth business day following mailing, if mailed by national ordinary mail; or
(d) on the tenth business day following mailing, if mailed by airmail.
14.3 All notices under these Terms and Conditions shall be addressed to the most recent address, email address or fax number notified to the other party.

15. No Waiver

15.1 No waiver by Crossgates of any breach of these Terms and Conditions by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.
15.2 No failure or delay on the part of either Crossgates or the Client to exercise any right, power or privilege under these Terms and Conditions shall operate as a waiver of, nor shall any single or partial exercise of any such right, power or privilege preclude, any other or further exercise of any other right, power or privilege.

16. Severance

In the event that one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (which shall remain valid and enforceable).

17. Consumer Rights

Nothing in these Terms and Conditions shall affect the Client's statutory rights as a consumer.

18. Law and Jurisdiction

18.1 These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
18.2 Any dispute, controversy, proceedings or claim between Crossgates and the Client relating to these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the Landgericht Düsseldorf, Kammer für Handelssachen, Germany.