

CARDIFF CITY FC COMMERCIAL & HOSPITALITY TERMS AND CONDITIONS



CARDIFF CITY FOOTBALL CLUB LIMITED (CCFC): HOSPITALITY SERVICES TERMS & CONDITIONS

1. DEFINITION AND INTERPRETATION

1.1 In these terms and conditions:

"**Booking**" means an order received by CCFC, placed by the Customer for an event, hire or service.

"**CCFC**" means Cardiff City Football Club Limited.

"**Customer**" means the person identified in the Sales Order as placing the Booking.

"**Booking Date(s)**" means the date(s) on which the Booking is/are to be provided as detailed in the Hospitality Order.

"**Fee**" means the amount to be paid by the Customer as detailed in the Booking in respect of the event, hire or service.

"**Guest(s)**" means the person(s) that the Customer is authorised by CCFC to invite to attend the Licensed Area in the course of the Booking.

"**Hospitality Order**" means the order for hospitality services placed by the Customer in the form required by CCFC.

"**Licensed Area**" means any area(s) in the Stadium licensed to the Customer for use in the course of the Booking on the Booking Date(s) as set out in the Booking.

"**Schedule of Charges**" means a list of CCFC's charges in connection with hospitality contracts, as amended from time to time.

"**Stadium**" means the pitch, grounds, stadium and related facilities including the Licensed Area at Cardiff City Stadium, Leckwith Road, Cardiff CF11 8AZ.

2. APPLICATION OF THE CONDITIONS

2.1 All Bookings accepted by CCFC are accepted subject to these terms and conditions which shall apply to the exclusion of all other terms and conditions.

2.2 Notwithstanding any other provision in these terms and conditions, nothing herein shall require CCFC to do anything which would contravene any applicable laws or regulations including, but not limited to, the Data Protection Act 1998.

3. PAYMENT

3.1 The Customer shall pay the Fee to CCFC for the Booking in accordance with the Schedule of Charges, and as set out in the Hospitality Order. Payment of the Fees for any Booking are due in advance of the first Booking Date, in accordance with any payment schedule agreed within the Hospitality Order, or otherwise where not specifically detailed, any payment shall become due immediately on presentation of an invoice issued by CCFC.

3.2 If CCFC does not receive payment in full of the Fee at least 28 days before the Booking Date, CCFC reserves the right to cancel the Booking ordered by the Customer.

3.3 CCFC reserves the right to resell the Booking (or any part thereof) in the event of any default in payment, postponement or cancellation.

4. CANCELLATIONS AND REARRANGEMENT OF BOOKINGS

4.1 Booking Dates (including, without limitation, football match fixture dates) may be subject to change from time to time for reasons beyond CCFC's control. In the event that there is a change to a Booking Date or the nature of the Booking, CCFC shall notify the Customer of such change, postponement or cancellation as soon as reasonably practicable. The booking shall be automatically transferred to the rescheduled date. If the Customer does not wish to continue with a Booking on any rescheduled date offered to the Customer by CCFC (if such rescheduling is possible), the Customer must advise CCFC immediately and in such circumstances, the Customer may transfer the booking to another booking date of equal or less value. Alternatively in such circumstances, CCFC at its discretion, may refund all or part of any Fee received from the Customer.

4.2 CCFC shall be entitled for logistical, safety or other reasons to vary the Booking (but not the Booking Date) provided there is no substantial disadvantage to the Customer. In the event that there is a variation to a Booking or the nature of the Booking, CCFC shall notify the Customer of such variation as soon as reasonably practicable.

4.3 If the Customer cancels a Booking for any reason, CCFC shall be entitled to charge the cancellation fees set out in the Schedule of Charges.

5. CONDUCT & GUESTS

The Customer shall be responsible and liable for the conduct of all Guests and shall ensure that all Guests conduct themselves in an orderly fashion, refrain from anti-social behaviour and abide by these terms and conditions and all applicable dress-codes and ground regulations. Failure of the Customer or Guests to do so may result in CCFC cancelling the Booking(s) at any time without liability or refund to the Customer.

6. WARRANTIES

6.1 The Customer warrants and undertakes that the Customer and any Guests shall:

6.1.1 only use the Licensed Area for the purposes of the Booking on the appropriate Booking Date;

6.1.2 not use the Licensed Area for any purpose which CCFC may consider (in its sole discretion) illegal, immoral or dangerous;

6.1.3 not damage the Licensed Area or Stadium (as applicable), nor litter or leave waste, but keep it in a clean and tidy condition, at all times to CCFC's satisfaction;

6.1.4 not bring into the Licensed Area or Stadium any dangerous or illegal substances; and

6.1.5 at all times comply with the instructions of CCFC and/or its officers, employees or agents.

7. LIABILITY

7.1 CCFC's maximum total liability under or arising out of or in connection with the Booking will not exceed the amount of the Fee paid to CCFC in relation to the Booking.

7.2 CCFC shall not be liable for any special, indirect, incidental or consequential damage or loss or damage suffered or incurred by the Customer or any other person except as a direct result of CCFC's breach of these terms and conditions or negligence.

7.3 Nothing in these terms and conditions seeks to exclude or limit any liability of CCFC for death or personal injury caused by its negligence or for its fraud.

7.4 The Customer hereby acknowledges and agrees that the limitations of liability referred to in clause 7.1 are fair and reasonable, reflected in the level of the Fees and just and equitable having full regard to the extent of CCFC's responsibility for any loss or damage suffered.

7.5 The Customer shall indemnify and hold CCFC and its officers, employees and agents harmless in respect of:

7.5.1 any breach by the Customer and/or its Guests of any of the Customer's warranties, undertakings and/or obligations under these terms and conditions; and/or

7.5.2 any damage caused by the Customer and/or its Guest(s) to the Licensed Area or Stadium.

8. TERMINATION

8.1 This Agreement may be terminated immediately upon written notice by CCFC without liability if:

8.1.1 there is any default in payment of the Fee in accordance with these terms and conditions;

8.1.2 the Customer fails to observe or perform any of its warranties, undertakings and/or obligations under these terms and conditions;

9. FORCE MAJEURE

CCFC shall have no liability to the Customer if it is prevented from, or delayed in performing, its obligations under these terms and conditions (including honouring a Booking) or from carrying on its business by any event(s) or combination of events where such event(s) arises from, or are attributable to acts, events, omissions or accidents beyond the reasonable control of the relevant party including, but not limited to, acts of God, terrorism, war or flood.

10. MISCELLANEOUS

10.1 These terms and conditions together with the Hospitality Order, the Schedule of Charges and ticket terms and conditions contain the entire understanding between the parties in connection with the matters herein contained and supersedes any previous agreements or undertakings (whether written, oral or implied) relating to the Booking(s). The parties acknowledge that in placing the Booking and entering into these terms and conditions, neither has relied on any oral or written representation or undertaking by the other except as expressly incorporated in these terms and conditions, the Hospitality Order, the Schedule of Charges and ticket terms and conditions.

10.2 A waiver by either party of any right under these terms and conditions or of any failure to perform or breach hereof by the other party shall not constitute or be deemed to be a waiver of any other or future right hereunder or of any other failure to perform or breach hereof by such other party, whether of a similar or dissimilar nature.

10.3 No variation of these terms and conditions shall be valid unless it is in writing and signed by or on behalf of each of the parties.

10.4 A person who is not a party to these terms and conditions shall not have any rights under or in connection with it.

10.5 Any notice in relation to the Booking or pursuant to these terms and conditions must be given in writing to the addresses set out in the Hospitality Order. Any such notices shall be effective if delivered by hand, at the time of delivery, if sent by fax, on the first working day after sending and if sent by post, four days after the date of posting.

10.6 Each provision of these terms and conditions is severable and distinct from the others and if any provision is or at any time becomes to any extent or in any circumstances invalid, illegal or unenforceable for any reason, it shall to that extent or in those circumstances be deemed not to form part of these terms and conditions, but the validity, legality and enforceability of all other provision of these terms and conditions shall not otherwise be affected or impaired, it being the parties intention that every provision of these terms and conditions shall be and remain valid and enforceable to the fullest extent permitted by law.

10.7 The Booking shall be governed by and construed in accordance with English and Welsh law and the parties hereby submit to the exclusive jurisdiction of the English and Welsh courts.