

BURTON ALBION FC



PIRELLI STADIUM · PRINCESS WAY · STAFFORSHIRE DE13 0AR U.K.
01283 565938 · WWW.BURTONALBIONFC.CO.UK · COMPANY NO.488096

Any person booking or organising an event at the Pirelli Stadium ("Customer") shall have regard to these terms and conditions ("Conditions"). All Customers of The Albion Football Club (Burton-on-Trent) Limited ("Company") are asked to read these Conditions thoroughly and understand all of the points, before holding an event at the Pirelli Stadium.

1. INTRODUCTION

- 1.1 These Conditions shall apply to the hire of any space at the Pirelli Stadium and to any services that may be provided or arranged in association with the hire of such space(s).
- 1.2 These Conditions shall be incorporated into every contract between the Company and the Customer and in the event of conflict between these Conditions and any other terms, these Conditions shall prevail.
- 1.3 All communications relating to an event or these Conditions shall be made between the Customer and a member of the Company's management team.

2. CONFIRMATION

- 2.1 The Company shall, upon receipt of verbal confirmation by the Customer, hold on a provisional basis booking for spaces and facilities for seven working days. Prior to or immediately upon expiry of such period the Customer shall provide to the Company written confirmation of the booking and a non-refundable confirmation deposit.
- 2.2 If the seven working days have passed and the Company has not received any written notification from the Customer, the event shall be classed as cancelled, unless a delay in payment of the deposit has been authorised by the Company.
- 2.3 The Customer shall be advised of the deposit at the time of booking, and such deposit shall be no less than £100.
- 2.4 Subject to Condition 2.5, the contract to provide the spaces or facilities shall be created by the Company's acceptance of the Customer's booking, which shall be as from the date on which the deposit is paid, or written confirmation received, whichever is the earlier.
- 2.5 Where the Customer gives the Company less than seven working days notice of an event, the contract shall be created on the date on which verbal confirmation of the booking is given by the Customer.
- 2.6 The making of a booking with the Company, howsoever confirmed by the Customer, shall be deemed as acceptance by the Customer of these Conditions.

3. PRICES

- 3.1 All prices and arrangements are initially as quoted in the Company's booking form and are exclusive of VAT, which will be charged at the rate in force at the time of the booking.
- 3.2 The Company reserves the right to vary published or confirmed prices at any time prior to the event should increased costs be incurred.
- 3.3 There shall be an additional charge of 3% of the total fee payable by the Customer where the Customer pays by credit card.

4. PAYMENT TERMS

- 4.1 Unless credit terms have been agreed, the final balance of the Customer's account is payable in full not less than 30 days prior to the event.
- 4.2 Where the Customer gives the Company less than 30 days notice of an event the full amount of the booking shall be payable immediately.
- 4.3 Should any amounts owed to the Company not be paid in accordance with Conditions 4.1 and 4.2 above, the Company, at its sole discretion, shall be entitled to treat the booking as being cancelled by the Customer and charge cancellation charges as appropriate.
- 4.4 The Company shall be entitled to charge interest for late payment at the rate of 4% per annum over the base rate of HSBC Bank PLC from time to time, such interest to accrue daily.

5. CANCELLATION BY THE CUSTOMER

- 5.1 Cancellation or a reduction in numbers of the booking shall be notified to the Company in writing.
- 5.2 If any client wishes to cancel arrangements, or reduce the numbers of the booking, the following cancellation charges shall apply:
 - 5.2.1 Cancellation more than 30 days prior to the event and after the deposit has been paid, deposit only payable.
 - 5.2.2 Cancellation between 30 and 14 days prior to the event, in all instances, 50% of the total event charges.
 - 5.2.3 Cancellation within 14 days of the event, in all instances, 100% of the total event charges.
- Where the Customer cancels a booking and the Company is able to rehire all or any of the facilities described in the written confirmation, the Company shall reduce the cancellation charges payable by the Customer by the amount the Company is able to recover from rehousing such facilities.
- 5.3 Certain spaces can only be reserved on the basis of a minimum number of guests. The Company shall notify the Customer of such minimum numbers prior to booking.
- 5.4 If at any time an event falls below the notified numbers required, the

Company reserves the right to charge the Customer for not less than the full value of the stated minimum number of guests.

6. CANCELLATION BY THE COMPANY

- 6.1 The Company may cancel a booking at any time by giving such notice to the Customer as is reasonably practical. In the event of Burton Albion Football Club scheduling or rescheduling a home fixture to be played at the Pirelli Stadium on the date of the Customer's event, the fixture shall take precedence.
- 6.2 The Company may cancel a booking, at any time, immediately and without notice if:
 - 6.2.1 The Customer breaches any of its obligations under these Conditions;
 - 6.2.2 The Customer is threatened with or becomes subject to any insolvency proceedings, including but not limited to a voluntary arrangement, a bankruptcy petition, an administration order or the appointment of an administrative receiver;
 - 6.2.3 The Customer's event may prejudice the reputation of the Company; or
 - 6.2.4 The premises of the Pirelli Stadium becomes unavailable due to reasons beyond the reasonable control of the Company.
- 6.3 Where a booking is cancelled in accordance with Conditions 6.2.1, 6.2.2 or 6.2.3 the Company shall be entitled to recover from the Customer any loss in connection with such cancellation and to retain all payments made by the Customer in respect of the event.
- 6.4 Where a booking is cancelled in accordance with Conditions 6.1 and 6.2.4 the Company shall refund in full all sums paid by the Customer.

7. POSTPONEMENTS

- 7.1 Any postponement of bookings by the Customer shall be treated as a cancellation, unless a new date for the event can be agreed.
- 7.2 Postponements shall only be considered if notified to the Company more than seven days prior to the event.

8. CHANGES TO ARRANGEMENTS BY THE COMPANY

Every reasonable effort shall be made by the Company to adhere to confirmed arrangements, but the Company reserves the right at its sole discretion to vary, alter, omit or change arrangements should the Company find it necessary to do so and shall have no liability whatsoever to the Customer for such changes, save a refund of any monies relating to such changes paid by the Customer not expended.

9. CHANGES TO ARRANGEMENTS BY THE CUSTOMER

Every effort shall be made by the Company to accommodate any changes or alterations requested by the Customer but the Company shall have no liability whatsoever to the Customer for such changes. The Company shall be entitled to make such additional charge as appropriate. Reduction in the number of a party shall be treated as a cancellation, but only in respect of the number of reduced places.

10. CORKAGE

No beverages may be brought on the premises by the Customer or its guests, for consumption on the premises, unless prior consent of the Company has been obtained and for which a charge shall be made. Beverages presented as raffle prizes during the event may not be consumed on the premises and shall be held by the Company for collection after the event.

11. LIABILITY

- 11.1 The Customer shall indemnify the Company in respect of all damage or injury to property or person and in full against all liabilities, costs, expenses, damages, claims and losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Company as a result of, or arising out of or in connection with:
 - 11.1.1 The event, and all activities associated with the event; and
 - 11.1.2 The Customer's breach of any provision of these Conditions.
- 11.2 The Company does not accept any liability for the property of the Customer, or the property of the Customer's guests. Present tables, cloakrooms and coat rails are provided by the Company for the convenience of the Customer and the Customer's guests, but any goods deposited in these areas are left exclusively at the owner's risk.
- 11.3 The Company shall assist the Customer, where reasonably possible, with the storage of equipment, but does not accept liability for loss, or damage to any item of equipment, furniture, stock, or the like, stored on behalf of the Customer.
- 11.4 The Customer shall remain responsible for and cover any costs incurred for damage, injury, or loss, howsoever caused, by the Customer to the employees of the Company, or the property, furnishings, utensils and equipment of the Company.
- 11.5 Should the Company be required to carry out unreasonable amounts of clearing up after an event the Customer shall be liable for an additional charge, which shall be based upon equipment and labour costs and shall be not less than £250.
- 11.6 Except as expressly stated in these Conditions, all other conditions, warranties, or other undertakings in respect of the services provided by the Company are excluded to the extent permitted by law.
- 11.7 Subject to the provisions in Condition 11.10, the Company is not liable to

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- the Customer in contract, tort (including negligence or breach of statutory duty) or otherwise for any of the following losses or damages, whether direct or indirect, arising out of, or in connection with a booking, or otherwise in connection with these Conditions:
- 11.7.1 Loss or damage incurred by the Customer as a result of third party claims;
 - 11.7.2 Loss of actual or anticipated profits;
 - 11.7.3 Loss of business opportunity;
 - 11.7.4 Loss of anticipated savings;
 - 11.7.5 Loss of goodwill;
 - 11.7.6 Injury to reputation;
 - 11.7.7 Loss resulting from any matter that is by reason of the circumstances beyond the reasonable control of the Company; or
 - 11.7.8 Any indirect, special or consequential loss or damage howsoever caused even if the Company was advised of the possibility of them in advance.
- 11.8** Subject to Conditions 11.8 and 11.10, the entire liability of the Company arising out of or in connection with a booking, or otherwise in connection with these Conditions, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, is limited to the total price paid by the Customer in respect of each event or series of connected events.
- 11.9** Nothing in these Conditions shall operate to exclude or restrict the Company's liability for:
- 11.9.1 Death or personal injury resulting from negligence; or
 - 11.9.2 Fraud or deceit.
- 12. DRESS CODE / CONDUCT**
- 12.1** The Customer is responsible for ensuring that it and its guests comply at all times with any dress code advised to it by the Company and the Company reserves the right to refuse admission to or remove from the Pirrelli Stadium any person who fails to adhere to the specified dress code.
 - 12.2** The Customer is responsible for the orderly conduct of the event and its guests and shall ensure that nothing shall be done which may constitute a breach of the law or in any way cause a nuisance.
 - 12.3** The Company shall at its sole discretion make such security arrangements as it considers necessary for an event and reserves the right to make an additional charge to the Customer for the cost of such security.
 - 12.4** The Customer shall at all times comply with and ensure that it and its guests comply with the Company's health & safety policy and all conditions and regulations made in respect of the Pirrelli Stadium by the local authority, fire authority, local magistrates' court and any other regulatory body, copies of which shall be made available on request.
 - 12.5** The Company reserves the right to refuse admission to or remove from the Pirrelli Stadium any person who acts in a disorderly manner or who otherwise breaches the provisions of these Conditions.
- 13. FINISHING TIMES**
- Finishing times for the event must be agreed at the time when the booking is made. All times must be adhered to and the Customer shall strictly abide by the drinking up regulations that state all beverages must be finished or disposed of within 20 minutes of the bar closing.
- 14. LICENCES**
- 14.1** The Customer shall obtain at its own expense such special licence or consent as is required by its event and shall produce satisfactory evidence of any such special licence or consent to the Company on demand.
 - 14.2** Where any services or entertainment for an event are to be provided by any person other than the Company ("Service Provider"), the Customer shall:
- 14.2.1** Produce to the Company satisfactory evidence of the Service Provider's personal injury insurance policy and risk assessments for the event;
 - 14.2.2** Ensure that the Service Provider is aware of all the Company's requirements regarding the provision of services and/or entertainment at the event; and
 - 14.2.3** No later than seven days prior to the event, produce to the Company a checklist completed by the Service Provider evidencing the Service Provider's compliance with all of the Company's requirements for the event.
- 14.3** The Customer is responsible for ensuring that the Service Provider fully complies with all of the Company's requirements regarding the provision of services and/or entertainment at the event.
- 15. SEVERANCE**
- 15.1** If any of these Conditions are found by any court or administrative body of competent jurisdiction to be invalid or unenforceable but would be valid and enforceable if some parts of the Condition were deleted, the Condition shall apply with such modification as may be necessary to make it valid and enforceable.
 - 15.2** The invalidity of one Condition shall not affect the other Conditions, which shall remain in full force and effect.
- 16. NOTICES**
- Any notice given by one party to the other in connection with these Conditions must be in writing and may be delivered personally or by pre-paid first-class post and in the case of first class post shall be deemed to have been given two working days after the date of posting. Notices shall be delivered or sent to the last known addresses of the parties or to any other address notified in writing by one party to the other for the purpose of receiving notices in connection with these Conditions. Each party may specify by notice to the other a particular individual or office holder to whom any notices served on it are to be addressed, in which case a notice shall not be validly given unless so addressed.
- 17. WHOLE AGREEMENT**
- Each party acknowledges that these Conditions, together with all documents referred to in them, constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in them and supersedes, cancels and nullifies any previous agreement between the parties relating to such matters.
- 18. ASSIGNMENT**
- 18.1** The Customer may not assign or deal in any way with all or any part of the benefit of, or its rights or benefits under, these Conditions without the prior written consent of the Company.
 - 18.2** The Company is entitled at any time to assign or deal in any way with all or part of the benefit of, or its rights or benefits under, these Conditions.
- 19. WAIVER**
- Any failure or delay on the part of the Company in enforcing a term or condition, right or remedy in respect of these Conditions shall not be deemed to be a waiver of that term or condition, right or remedy whatsoever.
- 20. GOVERNING LAW AND JURISDICTION**
- These Conditions shall be governed by and construed in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

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Please complete the following declaration and return with application form.

I have read and understood these conditions and agree to be bound by them and all reasonable instructions given by the Company.

Print Name: _____

Signature: _____

Date: _____

Daytime contact telephone number: _____

Email address: _____

Documents Attached:

- ☐ Certificate of Public Liability Insurance
- ☐ Programme of Events
- ☐ Relevant Event Information
- ☐ Safety Management Plan
- ☐ Site Plan
- ☐ Risk Assessments

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