

# AGREEMENT Hospitality, Conferencing & Events - TERMS AND CONDITIONS

## 1. DEFINITIONS

In this Agreement: –

“**Agreement**” means the agreement between the Club and the Client for the provision of hospitality and event facility into which these terms and conditions and any document referred to in these terms and conditions are incorporated.

“**Car Parking**” means the number of spaces for car parking at the Ground’s car parks identified in the Contract Details.

“**Client**” means the person identified in the Contract Details as the person who is to be granted permission to use the Hospitality Facility.

“**Club**” means Plymouth Argyle Football Club Limited.

“**Contract Details**” means the detailed provisions describing the Facilities to be provided to the Client as set out in the Agreement.

“**Deposit**” has the meaning given in Clause 4.1;

“**Hospitality Facility**” means the room located at the Ground to be used by the Client in relation to the Specified Event

“**Facilities**” means the facilities to be provided for a Hospitality Facility as stated in paragraph 5 of the Contract Details.

“**Ground**” means Home Park Stadium, Plymouth, PL2 3DQ

“**Guest**” means any officer, employee, guest, invitee, or other person whom the Client permits, allows or suffers to use the Hospitality Facility or any Car Parking or tickets for a match provided by the Club;

“**Maximum Capacity**” means the maximum number of persons who may use the Hospitality Facility at any one time;

“**Meals and Refreshments**” means any meals and refreshments which the Club is to provide as stated in the Contract Details;

“**Payment**” means the amount payable by the Client for use of the Hospitality Facility as stated in paragraph 6 of the Contract Details;

“**Specified Event**” means the football match or other event identified in paragraph 3 of the Contract Details;

“**Specified Event Date**” means the date of the Specified Event as identified in paragraph of the Contract Details;

“**Specified Times**” means the times stated in the Contract Details or as otherwise specified by the Club in accordance with this Agreement, during which the Hospitality Facility may be used; and

“**Working Day**” means a day other than at Saturday or a Sunday or a bank or public holiday.

## **2. USE OF THE HOSPITALITY AND EVENTS FACILITY**

2.1 Grant of Permission: The Client agrees to purchase the use of the Hospitality Facility on the Specified Event Date. In consideration of the Payment, the Club permits the Client to use the Hospitality Facility on the Specified Event Date on and subject to the terms of this Agreement.

2.2 No Lease: For the avoidance of doubt, the Club has sole and exclusive use of the Hospitality Facility at all other times and on all other days. Nothing in this Agreement shall or is intended to grant a lease of or create any other right or interest in the Hospitality Facility or the whole or any part of the Ground, or give the Client any exclusive possession or use of the Hospitality Facility, or grant the Client or any other person any right to occupy the Hospitality Facility or the Ground, and all rights, licences and permissions granted under this Agreement are contractual only and personal to the Client.

2.3 Access to the Hospitality Facility and use of facilities at Ground: The Client shall gain access to the Hospitality Facility by such route as the Club may from time to time specify, and by no other route, and may use such other facilities at the Ground as the Club may from time to time permit.

## **3. CLUB’S RIGHTS AND OBLIGATIONS**

3.1 Facilities: The Club will provide the Facilities at the Hospitality Facility on the Specified Event Date.

3.2 Meals and Refreshments: The Club will provide the Meals and Refreshments (as appropriate) at the Hospitality Facility on the Specified Event Date.

3.3 Car Parking: The Club will provide (where purchased or included) the Car Parking for the Specified Event, and make the Car Parking available for the Specified Times. Spaces allocated car parks may be recalled and alternative car parking be offered should either facility cease to be available.

3.3 a Club Diamond guests have **priority** access to parking as part of their hospitality membership package. This is available upon request. Parking is provided in the park and ride carpark, within the green section. These spaces are for the use of Club Diamond members who are attending hospitality only. These are not transferable to non-members. Accessible parking is available closer to the lounge on a first come first served basis.

3.4 Furniture: The Club will provide such furniture, furnishings, fixtures and equipment for the Hospitality Facility as may be reasonably required for use of the Hospitality Facility. All furniture, furnishings, fixtures, equipment and other property in the Hospitality Facility or the Ground is and shall remain the absolute property of the Club.

3.5 Cleanliness: The Club will clean and maintain the Hospitality Facility to a standard reasonably required for use of the Hospitality Facility.

3.6 Alcohol: The Club's obligation to supply and the supply of alcoholic drinks is subject to the consent of the licensing justices and any conditions imposed by them or any other relevant authority.

#### **4. CLIENT'S OBLIGATIONS**

4.1 Deposit: A deposit of an amount equal to 30% of the Payment is required to secure the Hospitality Facility on the Specified Event Date ("**Deposit**"). Deposits are payable no later than 7 days after an Agreement signed by the Client is received by the Club after which time, if the Deposit is not received by the Club, the Club may cancel the Agreement. Except as expressly otherwise provided in this Agreement the Deposit is not refundable except at the Club's sole discretion.

4.2 Payments: The Client shall make the Payment in accordance with Clause 6 of these conditions and paragraph 6 of the Contract Details and all other amounts payable under this Agreement in accordance with the terms of the relevant invoice.

4.3 Transfer of this Agreement: The Client shall not be entitled to assign, transfer, or sub-licence the benefit of this Agreement or any rights granted under this Agreement, or otherwise allow any person other than the Client and its authorised Guests to use the Hospitality Facility without the prior written consent of the Club.

4.4 Client's Property: The Client shall be responsible for and take care of all property of the Client and any Guest brought into the Ground or the Hospitality Facility by any person.

4.5 Food and Drink: The Client shall pay for any food, drink, or other items for sale at the Ground or in the Hospitality Facility purchased or otherwise ordered by the Client or its Guests.

4.6 Behaviour: The Client shall ensure that its Guests at all times take reasonable care of the Hospitality Facility and all property of the Club, use the Hospitality Facility in a proper and lawful manner and without causing any nuisance or inconvenience to the Club or any person on the Ground, and otherwise behave in a reasonable, sensible and lawful manner, not be abusive or threatening to any person, and conduct himself in a way which is not a threat to safety. The Club may remove from the Ground any person who acts otherwise than as set out above (or appears to be reasonably likely to do so). The Client shall indemnify the Club against any loss, damage or liability of the Club caused by any act or omission of the Client or a Guest in the Hospitality Facility or on the Ground.

4.7 Damage: The Client shall pay to the Club on demand all costs and expenses incurred by the Club in repairing and rectifying any damage to the Hospitality Facility or the Ground, or any property of Club, caused by any act or omission of the Client or any Guest and shall indemnify the Club in respect of all loss and damage suffered by the Club as a result of such damage.

4.8 Branding: The Client may, subject to the prior agreement by the Club, use agreed branding within private hospitality suites provided any damage and or redecoration incurred as a result of the installation or removal of such branding shall be borne by the Client

4.9 Capacity: The Client shall not cause or permit more than the Maximum Capacity of persons to be in the Hospitality Facility at any time.

4.10 Food and Drink: The Client shall not bring or cause or permit any Guest to bring onto the Ground or the Hospitality Facility any food or drink, except for food and drink supplied by the Club.

4.11 Alcohol: The Client shall not breach or permit any Guest to breach any laws relating to the consumption of alcohol at the Ground and shall comply and ensure that its Guests comply with the Club's licensing rules as displayed in the Hospitality Facility or otherwise at the Ground.

4.12 Special Conditions: The Client shall comply with any Special Conditions stated in the Contract Details.

4.13 Liability to Guests: The Client agrees that the rights, permissions, and obligations under this Agreement are personal to it, and are not granted to any of its Guests, or enforceable by any of its Guests.

## **5. VARIATIONS**

5.1 Specified Times: The Club may change the Specified Times where reasonably necessary (including because of any emergency or risk to safety). The Club will give the Client such notice of any change to the Specified Times as is reasonably practicable in the circumstances.

5.2 Unavailability: If any Hospitality Facility or any Car Parking is in the reasonable opinion of the Club, not able to be used or accessed by the Client as a result of any emergency, risk to safety, damage or vandalism, any applicable law or order, or the need to carry out necessary or urgent repair or maintenance, the Club may restrict or prohibit use of the Hospitality Facility or Car Parking by the Client and any Guests, and will give such notice to the Client as is reasonable in the circumstances. In such case, if suitable alternative accommodation is available at the Ground, the Club will use its reasonable endeavours to make this available to the Client. However if more than one client needs alternative accommodation, the Club may decide in its absolute discretion who to permit to use that alternative accommodation.

5.3 Liability in the event of Cancellation by the Club: If the Specified Event is cancelled by the Club (and is not postponed or re-scheduled in which case the provisions set out in Clause 5.4 shall apply), the Club will credit to the Client any Deposit or other amounts paid by the Client but the Club shall otherwise have no further liability to the Client in relation to the cancellation of the Specified Event.

5.4 Football match fixture dates and large-scale events may be subject to change from time to time for reasons beyond our control (including television scheduling, cup competitions or postponement due to adverse weather conditions.) Where any match is cancelled, abandoned, or postponed we shall not have any liability to your guests except that you shall be entitled to attend the re-arranged match. If you are unable to attend any such re-arranged match your booking will be credited on account.

5.5 Cancellation of the Hospitality Facility by the Client: Subject to clause 5.6, the Client may cancel the Hospitality Facility at any time provided that the cancellation is made in writing (which includes email). Cancellations made after any balances (including the Deposit) have been paid will result of forfeiture of all monies paid or due at that time.

5.6 Late Cancellation Fees: If, in relation to any Specified Event, the Client cancels the Hospitality Facility for any reason within 14 days prior to the date of the Specified Event Date the Client shall be liable to pay to the Club a late cancellation charge calculated in accordance with the table below:

Date of Cancellation	Late Cancellation Charge
Between 14 and 28 days prior the Specified Date	50% of the Payment
Less than 14 days prior to the Specified Event Date	100% of the Payment

5.7 Amendment of hospitality booking. If the client amends a booking, or moves the booking to another date, there may be an admin fee charged. Not all amendments may be possible if insufficient notice is given. This notice period is at the discretion of the Club. If the Club is unable to re-sell the package or event date a full charge may still apply.

## 6. GENERAL LIMITATION OF LIABILITY OF THE CLUB

In the event of a cancellation of the Hospitality Facility, the Club shall be entitled to issue an invoice to the Client for any cancellation fees. Such invoice shall be payable immediately upon receipt.

6.1 Non-Excluded Liability: The Club does not in this Agreement exclude its liability to the Client for or any remedy of this Client for personal injury or death caused by its negligence, or for fraud.

6.2 Relevant Liability which is limited: In this Clause 6, “**Default Liability**” means (subject to Clause 6.1) any liability of the Club to the Client in respect of any breach of this Agreement by the Club, or any negligence of the Club in performing this Agreement, or any misrepresentation by the Club before or after the date of this Agreement in connection with this Agreement, whether that liability arises in contract, tort, statute or otherwise.

6.3 Limitation to Amount: The total Default Liability of the Club to the Client shall be limited to £7,500 for all events and circumstances resulting in Default Liability.

6.4 Excluded Types of Loss: The Club excludes its Default Liability for any special, indirect or consequential loss, any loss of profit, use, bargain, production, business, revenue, use, contract or goodwill, and any liability of the Client for losses suffered by third parties.

6.5 Client’s Property: The Club shall have no duty of care in respect of or liability for any theft, loss or damage of any property of the Client or any Guest brought into the Ground or the Hospitality Facility by any person.

6.6 Behaviour of others: Whilst the Club will use its reasonable efforts to control the behaviour of other persons at the Ground, the Club will not be liable to the Client for any act or omission of any other person using the Ground.

## **7. PAYMENT TERMS**

7.1 Payment period: The Client shall pay the Payment (less any Deposit previously paid) and any other amounts payable under this Agreement in full and without set-off by no later than 21 days prior to the Specified Event Date. The Club reserves the right to refuse admission should the Client fail to comply with the payment terms set out in this Agreement.

7.2 Value Added Tax: The Payment and all other amounts payable under this Agreement are exclusive of value added tax, which the Client must pay in addition to those amounts

7.3 Interest in late payment: If the Client fails to make the Payment or any other amount due by the date on which it is payable, then the Client shall in addition pay daily interest on that amount at the rate of 4% per annum above the base rate of the Co-operative Bank plc running from the date when the Client should have paid that amount to the date payment is actually made.

7.4 Recovery Costs: The Client shall pay to the Club all costs and expenses (including legal costs) incurred by the Club in recovering any amounts payable by the Client under this Agreement and enforcing the terms of this Agreement, including the cost of any court proceedings and enforcing any judgements.

7.5 No Credit: The Club does not offer credit terms in relation to the purchase of drinks or other items at the Ground.

## **8. TERMINATION RIGHTS**

8.1 Breach and Insolvency: A party may terminate this Agreement immediately by notice to the other party if the other party commits a material breach of this Agreement, but fails to remedy that breach (where capable of remedy) within 7 days after notice of the breach from the other party, or the other party is deemed to be insolvent or unable to pay its debts under the Insolvency Act 1986, or is wound up, or enters liquidation or administration, or has a receiver or administrative receiver appointed to all or any part of its undertaking or assets, or becomes bankrupt, or makes an arrangement or compromises with its creditors.

8.2 Non-Payment: The Club may terminate this Agreement immediately by notice to the Client if the Client fails to pay when due the Payment or any other amount payable by it under this Agreement.

8.3 Effect of termination: If this Agreement terminates for any reason, the Client shall cease to be entitled to use the Hospitality Facility, all rights, permissions and licences granted to the Client and all obligations of the Club shall immediately terminate, and the Club shall be free to allow other persons to use the Hospitality Facility.

8.4 No Refunds: If this Agreement is terminated by the Club under Clause 8.1 or 8.2 the Club will not be obliged to make any refund and shall be entitled to retain the Payment and all other amounts paid to it by the Client and the provisions set out in Clauses 5.6 and 5.7 shall apply.

## **9. GENERAL**

9.1 Entire Agreement: This Agreement sets out the entire agreement between the Club and the Client, and it cancels every other agreement between the Club and the Client relating to the subject matter of this Agreement.

9.2 Representations: The Client acknowledges that it has not entered into this Agreement in reliance on any warranty, representation, agreement, statement or undertaking made or given by the Club or any other person on, before or after the date of this Agreement, except as expressly stated in this Agreement, and in any event the only remedy of the Client for breach of any such warranty, representation, agreement, statement or undertaking shall be damages for breach of this Agreement.

9.3 Amendments: No amendment to this Agreement is valid unless it is agreed to in a written document signed by the Club.

9.4 Third Parties: No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person other than the parties to this Agreement.

9.5 Law: English law governs this Agreement, and the English Courts have exclusive jurisdiction in relation to this Agreement.

9.6 Away fans are not permitted in the home area of the Ground, or within our Hospitality suites. Away fans who book into either of these areas will be asked to leave.