

## **Lincoln City Football Club - Match Day Hospitality Terms and Conditions**

### **1. HOSPITALITY PACKAGES**

- 1.1 These terms and conditions set out the details of the match day and hospitality packages (“the **Hospitality Packages**”) that Lincoln City Football Club Company Limited (“the **Club**”) provide at the LNER Stadium (“the **Stadium**”).
- 1.2 The Club reserves the right to make any changes to the Hospitality Packages which are required to conform with any applicable safety or other statutory requirements where any change does not materially affect the nature or quality of the package or the performance of associated services. The Club will notify you of any such change.

### **2. ACCEPTANCE OF THESE CONDITIONS**

- 2.1 When you make a booking with the Club, you agree to be bound by these general terms and conditions of sale (“**General Conditions**”) which, once your booking has been accepted by the Club, will constitute a binding contract between you and the Club or any agent of the Club insofar as this contract provides (“**Contract**”).
- 2.2 The Club may update or amend these General Conditions at any time. The Club will notify you of any changes. Any such changes will not affect any bookings you have already placed with the Club but any future bookings you make will be subject to the updated General Conditions.
- 2.3 When making the booking you confirm that you are at least 18 years of age and are capable of entering into the Contract. If the booking is made for or on behalf of a minor, the Contract remains between the Club and the responsible adult making the booking.

### **3. PRICE AND PAYMENT**

- 3.1 The relevant price for the Hospitality Package is set out on your booking form. Please note that the Club may alter or amend these prices from time to time. Any amendments to the price will not affect any existing bookings you have made.
- 3.2 For the avoidance of doubt, all prices quoted are exclusive of VAT (unless stated) which is payable by you in addition.
- 3.3 Should you book a Seasonal Matchday Hospitality Package you will be required to pay the full balance due at the time of making the booking (unless prior agreement has been sought, in advance, from the Club; whereupon you will be required to make payment within 14 days of issue of the Club’s invoice). Where the Hospitality Package booked is for a match less than 14 days in advance, full payment will be required at the time of making your booking.
- 3.4 In the event that any payment due by you to the Club is late, the Club may charge you interest at a daily rate for the time being of 4% above NatWest Bank Plc base rate until such time as full payment is received.
- 3.5 In the event of non-payment within the required timescale the Club reserves the right to withhold the Hospitality Package without further notice and without being liable for loss of

any match day fixtures you have been unable to attend. Should the Club withhold the Hospitality Package as a result of non-payment, this will not negate nor reduce your liability in respect of the Hospitality Package; you will remain liable as per the Contract.

- 3.6 In the event of any agreed instalment/payment not having been received by the due date, the Club reserves the right to refuse admission to you and your guests.
- 3.7 In respect of a Hospitality Package for a Seasonal Executive Box, should any payment owing by you to the Club not be received on time and remain outstanding (to include outstanding bar bills from previously attended games) within 4 days (“the **Relevant Cut Off Period**”) of a match at the Stadium (“the **Relevant Match**”) the Club may reserve the right to refuse entry into the Relevant Match regardless of whether payment is made after the Relevant Cut Off Period but prior to the Relevant Match.
- 3.8 Prompt payment is mandatory.

#### **4. GROUND REGULATIONS**

- 4.1 It is important that an appropriate standard of behaviour is observed and adhered to at all times, particularly on match days. By purchasing the Hospitality Package you hereby agree that you will comply with the LNER Stadium Ground Regulations (“**Ground Regulations**”) (a copy of which is supplied with these General Conditions) and all other rules, regulations and conduct policies in force by the Club from time to time.
- 4.2 You are also responsible for the behaviour of your guests and you must ensure that your guests also comply with the Ground Regulations and any other such rules, regulations and conduct policies in force by the Club from time to time.
- 4.3 You accept that if you or any of your guests are deemed to be acting in an unreasonable or inappropriate manner you may be asked to leave the Stadium by the Club, and your right to return on future occasions may be denied or restricted subject to the decision of the Club.
- 4.4 The Club reserves the right to refuse access to you or any of your guests not complying with the Club’s dress code. For the avoidance of doubt, the dress code is smart casual (strictly no tracksuits) for the Executive Boxes.
- 4.5 The Club reserves the right to refuse access to anyone who in the Club’s reasonable belief is behaving in an inappropriate manner or anyone who may bring the Club’s good name into disrepute.
- 4.6 All clients must advise the Club in advance of the fixture if their party includes any wheelchair users, to enable the Club to take appropriate steps to ensure the comfort and access of each guest.
- 4.7 Smoking is prohibited within the whole of the stadium.

## 5. EXECUTIVE BOXES

5.1 When you make a booking for a Hospitality Package that involves the use of an executive box the Club will grant you a licence to use the executive box ("**Executive Box**") on the following terms and conditions:

- 5.1.1 you must at all times use the Executive Box and all other parts of the Stadium to which you have access (including but not limited to all means of access to the Executive Box) in a proper and lawful manner and not in any way so as to cause a nuisance, annoyance or inconvenience to the Club or any other person;
- 5.1.2 you are responsible for ensuring that all of your guests have the appropriate tickets to the Executive Box. Such tickets must be shown when requested by a Club representative. Any of your guests who are unable to show the appropriate ticket will not be admitted to the Stadium, and if already inside the Stadium may be asked to leave;
- 5.1.3 all furnishings and fittings in the Executive Boxes are the property of the Club. You undertake to keep the Executive Box in good condition (fair wear and tear only accepted) and you will be responsible for the cost of making good any damage, which you or your guests cause to the Executive Box;
- 5.1.4 the number of guests permitted to use the Executive Box at any one time is limited by the Club (and confirmed in writing). For the avoidance of doubt, you are not permitted to allow any additional guests into the Executive Box above the maximum permitted and notified to you by the club;
- 5.1.5 only food and drink supplied by the Club may be consumed in the Executive Box;
- 5.1.6 you and your guests must not consume alcohol within view of the pitch. This restriction applies to executive boxes during the period from 15 minutes before the start of the match to 15 minutes after the end of the match. Under no circumstances shall any alcoholic liquor be taken out of the Executive Box and into any other part of the Stadium;
- 5.1.7 the Club agrees to provide you with all reasonable service to the Executive Box and VIP Lounge, including host service, lighting and heating. Food, non-alcoholic and alcoholic drinks will also be supplied as per clauses 6.2 and 6.3 below. Alcoholic drinks will be supplied subject to the consent of the Licensing Authority and any condition imposed by them or any other relevant authority;
- 5.1.8 the Club will grant you access to the Executive Box and allow you to use the Executive Box on any day on which any first team League matches involving the Club are to be played at the Stadium during the following times:
  - for afternoon matches – 3 hours prior to kick off and 2 hours after the final whistle;
  - for evening matches – from 5.30 pm until 1½ hours after the final whistle;

- 5.1.9 if you have a Seasonal Box Package, you may also book the Executive box for use on weekdays (excluding Bank Holidays) between the hours of 9.00am and 5.00pm on giving the Club advance notice. If the Club is unable to offer your box, for example because it has already been booked, we will offer you an equivalent box (subject to availability). The Club will issue an invoice within 7 days of the date of use in respect of any food or drink supplied, such invoice to be paid no later than 7 days thereafter;
- 5.1.10 the Club will provide you with the necessary tickets for you and your guests in respect of each first team League match involving the Club to be played at the Stadium during the Season for which you have purchased the Executive Box. The Club will design and supply a nameplate to the door of the Executive Box bearing your name;
- 5.1.11 the Club may, at its discretion, provide you with a car parking space (or spaces) at the Stadium for your use or the use of your guests on Match days;
- 5.1.12 the Club will take all reasonable precautions for the security of the Executive Box, however, all personal belongings left in the Executive Box are left at the owner's own risk.

## **6. FOOD AND DRINK**

- 6.1 Neither you nor any of your party shall be permitted to bring any food or drink into the Stadium.
- 6.2 For packages that include food, the Club agrees to provide this at its own cost as per the specific Hospitality Package booked. However, subject to prior approval by the Club, you will be invoiced for any drink ordered by you and/or your party within 7 days of the relevant match and payment must be made within 7 days thereafter.
- 6.3 Where packages do not include food and drinks but which you later request, you will be invoiced under separate cover subject to prior agreement with the Club. You will be invoiced for such food and/or drink ordered by you and/or your party within 7 days of the relevant match and payment must be made within 7 days thereafter. Any person not having sought such prior agreement will be required to pay for all food and/or drinks purchased at the time of ordering either by way of cash or credit/debit card.
- 6.4 You undertake that you and your guests will only consume alcohol in a responsible and safe manner and that no persons under the age of 18 will consume alcohol in the Stadium. You must not consume alcohol within view of the pitch.

## **7. FOOD ALLERGENS**

- 7.1 All food products provided at the Stadium are subject to the Food Information Regulations 1169/2011 (as amended from time to time) ("the **Regulations**").
- 7.2 The Club agrees to adhere to the Regulations at all times. However, the Club requires you and your guests to identify any allergy to the Club prior to the point of sale.

7.3 The Club shall accept no liability for any accident, injury, death or claim that should arise in relation to the Regulations should you fail to notify the Club of any allergy at the point of sale.

## **8. MATCHDAY SPONSORSHIP AND MASCOT PACKAGES**

8.1 The Club offers Match, Match Ball, and Man of the Match sponsorship packages (“**Matchday Sponsorship Package**”) and Mascot packages (“**Mascot Package**”).

8.2 Upon purchasing a Matchday Sponsorship Package or Mascot Package, the terms agreed between both parties and the match itinerary will be confirmed to you in a letter from the Club in advance of the relevant fixture. The terms of the letter and match itinerary cannot be amended unless agreed in writing by the Club.

## **9. LIABILITY**

9.1 You are responsible for your property and the property of your guests whilst in the Stadium (including the Stadium car park and any other venue in which the Club offers Hospitality Packages from time to time). The Club shall not be held responsible in any way for the loss or damage to such property.

9.2 The Club will accept liability for death or personal injury, which is proven to be caused by the sole negligence of the Club.

9.3 The Club will not accept liability for:

9.3.1 any losses, which you suffer as a result of your negligence or the negligence of any of your party;

9.3.2 special, indirect or consequential loss including but not limited to, loss of profits, loss of business, loss of revenue, loss of goodwill or loss of anticipated savings;

9.3.3 loss arising from any claim made against you by a third party;

9.3.4 loss or damage arising from your failure to fulfil your responsibilities or any matter under your control to a third party.

9.4 You will be responsible for the cost of making good any damage, which you or your guests cause to the Stadium (to include the Stadium car park and any other venue in which the Club offers Hospitality Packages from time to time) or the contents within the Stadium.

## **10. CANCELLATION/NON-PAYMENT**

### **Seasonal Hospitality Packages**

10.1 Should you wish to cancel your booking for a Seasonal Hospitality Package for any reason, you must verbally notify the Club, to be immediately followed by written confirmation of the cancellation. In such circumstances, you will be required to pay the following cancellation fees.

Notice Period Fee:

10.1.1 more than 61 days prior to the first home game of the season 10%;

- 10.1.2 more than 45 but less than 60 days prior to the first home game of the season 45%;
- 10.1.3 more than 28 but less than 45 days prior to the first home game of the season 75%;
- 10.1.4 less than 28 days prior to the first home game of the season 100%.

### **Matchday Sponsorship Packages and Mascot Packages**

10.2 Payment for the Match Sponsorship Package or Mascot Package becomes due upon making your booking. Until your Package is paid for in full, your booking is not confirmed. Should you cancel your booking then the following cancellation fees will apply to each cancelled Matchday Sponsorship Package or Mascot Package:

Notice Period Fee:

- 10.2.1 more than 61 days prior to the date of the Matchday Sponsorship Package or Mascot Package fixture 10% of the package cost to cover administration costs;
  - 10.2.2 less than 61 days but more than 28 days prior to the date of the Matchday Sponsorship Package or Mascot Package fixture 15% of the package cost to cover administration charges plus any shortfall in the difference between the original selling cost and the re-sale cost should that be applicable (in that event a copy of the re-sale invoice will be forwarded to you with the Club invoice);
  - 10.2.3 less than 28 days but more than 7 days prior to the date of the Matchday Sponsorship Package or Mascot Package fixture 50% of the package cost plus any shortfall in the difference between the original selling cost and the re-sale cost should that be applicable (in that event a copy of the re-sale invoice will be forwarded to you with the Club invoice);
  - 10.2.4 less than 7 days prior to the date of the Matchday Sponsorship Package or Mascot Package fixture, 100% of the package cost;
  - 10.2.5 non-notification will be treated as 10.2.4 above.
- 10.3 In certain circumstances the Club may have to rearrange match fixtures or cancel your booking, for example as a result of adverse weather conditions or the order of any public or local authority or governing body. In the event of any such fixture changes or cancellation for any reason, including but not limited to the examples above, the Club will honour your booking for the revised fixture or, at your option and subject to availability, transfer your package to another fixture of the same category. The Club will endeavour to notify all Hospitality Package, Matchday Sponsorship Package and Mascot Package clients of cancelled matches, however, you accept in making your booking, that it is your responsibility to ascertain the date and kick off time of all matches. The Club will have no further liability to you in the event of any such fixture changes or cancellations.

## **11. TERMINATION**

11.1 This Contract may be terminated immediately if any of the following occur:

- 11.1.1 you fail to pay any invoice as issued by the Club by the payment date;
- 11.1.2 if you commit any material breach of these General Conditions which, if capable of remedy, is not remedied within 21 days of the Club's written notice to you specifying the breach;
- 11.1.3 if there is a regulatory or statutory charge limiting the Club's ability to provide the Hospitality Packages and associated services;
- 11.1.4 if any event occurs which is beyond the Club's reasonable control, and which prevents it from continuing to meet its obligations under this Contract;
- 11.1.5 the Contract shall also be terminated in the event that the Club's goodwill and reputation is or could be harmed in any way whatsoever by the provision of Hospitality Packages;
- 11.1.6 in the event that this agreement is endorsed by a Company, it may also be terminated if any of the following occurs:
  - 11.1.6.1 the voluntary arrangement with creditors or if the Company becomes subject to an administrative order or goes into liquidation (other than for the purpose of reconstruction or amalgamation) or if papers are filed at court seeking a moratorium as per Schedule 1A of the Insolvency Act 2000;
  - 11.1.6.2 an administrator, administrative receiver or receiver is appointed in respect of all or part of the Company's assets;
  - 11.1.6.3 the Company ceases, or threatens to cease to carry on business.
- 11.2 Termination of this Contract as a result of non-payment by you in accordance with clause 11.1 above will not negate nor reduce your liability in respect of the Contract.

## **12. GENERAL**

- 12.1 The Parties warrant that they will not assign any of their rights and obligations under this Contract save with express permission of the Club.
- 12.2 Except as expressly provided to the contrary, no term of this Contract is intended to confer a benefit on, or to be enforceable by, any person who is not a party to this Contract save that the rights, duties and obligations shall inure for the benefit of and be binding upon any and all successors, liquidators, receivers, administrators or assigns of the parties.
- 12.3 Any notice or communication to be given under this Contract must be in writing.
- 12.4 Nothing in this Contract shall create a partnership between you and the Club.
- 12.5 Nothing in this Contract shall adversely affect the consumer's statutory rights.

- 12.6 The Club will not tolerate abuse or threatening behaviour by you or any of your party towards staff. The Club expects its staff to enjoy working in a hostile free environment and, not to be subjected to any inappropriate comments because of race, gender, creed or sexual orientation. Any person found to be carrying out such abuse will be refused entry or, if already in the Stadium will be asked to leave and will forfeit their ticket to the match.
- 12.7 Should you or any of your guests who are party to the Hospitality Package be asked to leave (or be removed from) the Stadium as a result of non-compliance with these General Conditions or the Ground Regulations referred to, the Club will not be liable for loss of amenity and enjoyment of the Match.
- 12.8 If any of these conditions are held to be illegal, invalid or unenforceable this shall not affect the remainder of the General Conditions, which shall continue in full force and effect.
- 12.9 This Contract is made under English law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.