



## **LINCOLN CITY FOOTBALL CLUB**

### **EVENT BOOKING TERMS AND CONDITIONS**

These Terms & Conditions (“**Terms**”) and any Booking Form set out the Contract under which Lincoln City Football Club (“the **Club**”) will provide hospitality to you. Your signature or that of your representative on the Booking Form and/or making full or partial payment of the Fee signifies your acceptance of these Terms and your agreement to comply strictly with them and the Contract.

#### **1. DEFINITIONS AND INTERPRETATIONS**

<b>“Additional Charges”</b>	means any adjustments or increases made to the Fee and/or any additional fees payable in accordance with the provisions of this Agreement;
<b>“Agreement”</b>	means the venue hire agreement entered into by the Club and the Customer consisting of these Terms and Conditions and the Booking Form taken together once the Club has countersigned a copy of the Booking Form;
<b>“Booking Form”</b>	means a form that sets out the details of the Event to which these Terms and Conditions are referenced and incorporated which, once completed, will form part of the Agreement together with these Terms and Conditions;
<b>“Business Day”</b>	means a day, other than weekends, when banks are open in England for general business
<b>“Club”</b>	means Lincoln City Football Club Company Limited (CRN: 00045611) of LNER Stadium, Sincil Bank, Lincoln, England, LN5 8LD;
<b>“Customer” or “you”</b>	means the organisation/entity or person named on the Booking Form as the hirer of the Venue, or, as applicable, the contact person of the Customer whose contact details appear on the Booking Form;
<b>“Deposit”</b>	means the amount stated under such heading in the Booking Form (if applicable);
<b>“Duty Manager”</b>	means an employee of the Club nominated to oversee the Event;
<b>“Event”</b>	means the conference, dinner, wedding, meeting, or other event organised by the Club to be held at the Premises;
<b>“Event Date”</b>	means the inclusive date(s) described in the Booking Form or as otherwise agreed in writing between the Customer and the Club on which the Event is to take place;
<b>“Fee”</b>	means the total sum payable (which may or may not include VAT) by the Customer in connection with the Event as stated on the Booking Form under such heading;
<b>“Fee Balance”</b>	has the meaning ascribed to it in clause 8.5;
<b>“Football Authority”</b>	means each of the Premier League, the English Football League, the Football Association, FIFA, UEFA, and any other relevant governing body of association football;
<b>“Guest”</b>	means all guests, invitees, or other attendees at the Event
<b>“Hire Period”</b>	means the period of time booked by the Customer for the Event, including set up and cleaning up time, as set out by the Customer on the Booking Form;
<b>“Premises”</b>	means the LNER Stadium located at the LNER Stadium, Sincil Bank, Lincoln, England, LN5 8LD;
<b>“Services”</b>	means the hire by you of the Venue, together with the supply of products and/or services connected to the Event as detailed in the Booking Form and/or as later agreed between us (which may include without limitation the supply of catering services, function services and/or supply of foods and/or drink (as the case may be));
<b>“Venue”</b>	means the part(s) of the Premises where the Event is to take place, as requested by the Customer on the Booking Form and as confirmed by the Club;

In these Terms and Conditions, unless the contrary appears:

- (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a party includes its successors;
- (c) a reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement;
- (d) a reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this



- Agreement under that statute or statutory provision;
- (e) the singular includes the plural and vice versa;
  - (f) a reference to writing or written includes letters or e-mail;
  - (g) any words following the terms including, include, in particular, for example, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term preceding those terms; and
  - (h) references to clauses are to the clauses of these Terms and Conditions.

Where there is any conflict between the terms of the Booking Form and these Terms and Conditions, the terms of the Booking Form shall prevail.

## **2. DETAILS OF THE EVENT**

- 2.1 The Customer must provide the Club with accurate and full details of the proposed Event on the Booking Form or otherwise in writing, including details of any performers, speakers, transmissions, or live act that are intended to be involved with the Event and if applicable details of any intended topics or subjects to be discussed at the Event.
- 2.2 If the details required in accordance with Clause 2.1 are not forthcoming once requested by the Club, or if the Club (at its absolute discretion) deems that the matters for discussion at, or any other element of the Event are or are likely to be, in any way detrimental to the image, reputation and good standing of the Club, the Club's trademarks and/or the Club's brands then the Club reserves the right to refuse the booking or cancel the booking in accordance with Clause 12.7(c).
- 2.3 The Club reserves the right without liability to cancel an Event or amend the Booking Form on behalf of the Customer to correct any major errors or mistakes or, with the Customer's consent, for any other reason. Additional Charges may apply in such circumstances.
- 2.4 If any security personnel are required in connection with the Event, such personnel should be requested from the Club at least 10 (ten) days before the Event and such personnel will be provided on an hourly cost basis, such costs being charged to the Customer as Additional Charges. Should the Club deem the Event to require more security personnel than requested by the Customer then the Club in its absolute discretion may engage such additional security personnel for the Event at the cost of the Customer, such costs to be charged as Additional Charges.

## **3. EVENT CAPACITY**

- 3.1 The Fee quoted for the Event shall be based on the number of Guests originally stated on the Booking Form.
- 3.2 The Customer shall ensure that it confirms to the Club the final number of persons that shall attend the Event at least 28 days prior to the date of the Event. If the confirmed or actual number of Guests is greater than the original number stated on the Booking Form, then the Club reserves the right to impose Additional Charges on the Customer (and issue any relevant invoices that may be required for such additional charges) at its absolute discretion.
- 3.3 If the number of confirmed Guests is lower than the number originally stated on the Booking Form, the Club reserves the right to relocate the Event to an alternative Venue. However, for the avoidance of doubt, if the Club chooses the option to move the Event to an alternative Venue in accordance with this clause it will not provide any discount or refund of the Fee.
- 3.4 The Customer must ensure that the number of persons attending an Event does not (without the prior consent of the Club) exceed the number originally specified by the Customer on the Booking Form or as otherwise agreed in writing between the Club and Customer. Where on the Event Date the number of people seeking to attend the Event is more than the confirmed and agreed number of Guests, the Club shall be entitled to refuse admission to the Event and/or eject excess Guests, not to provide the Services for such excess Guests and/or to charge Additional Charges for such excess Guests.

## **4. USAGE (INCLUDING RESTRICTIONS ON USAGE)**

- 4.1 The Customer shall only use the Venue for the purposes specified in the Booking Form. Access to all other areas of the Premises is prohibited.
- 4.2 The Customer shall not and shall procure that any Guests and its staff and agents at the Event shall not:



- (a) allow any animals, other than assistance dogs within the meaning of the Equality Act 2010, to enter or remain on the Premises;
- (b) vape, smoke tobacco or e-cigarettes anywhere on the Premises, save for the designated smoking areas or such areas as may be informed to the Customer by the Club;
- (c) bring any illegal substances onto the Premises;
- (d) bring any liquid refreshments (including, but not limited to, alcohol) onto the Premises;
- (e) bring any musical instruments or music players onto the Premises without the prior consent of the Club;
- (f) use the Venue other than for the Event;
- (g) do or permit to be done anything at the Venue which is illegal and/or may result in the forfeiture, endorsement, or non-renewal of any licences held by the Club;
- (h) alter, move, or interfere with any lighting, heating, power, cabling or other electrical fittings or appliances at the Venue, or install or use additional heating, power, cabling, or other electronic fittings or appliances without the prior written consent of the Club;
- (i) display any advertisement, signboards, flag, banner, placard, poster, signs, or notices at the Venue without the prior written consent of the Club;
- (j) cause or permit to be caused any damage to the Venue, including any furnishings, equipment, or fixtures at the Venue;
- (k) use fireworks, dry ice, and/or pyrotechnics of any kind in or on the Venue and/or the Premises at any time;
- (l) in any circumstances re-hire or purport to re-hire the Venue to any third party;
- (m) remove or tamper with any fire appliance at the Venue;
- (n) cause a nuisance (whether actionable or not) or annoyance or inconvenience or disturbance to the Club or to other persons who may be using the Premises or owners of local residences or local residents living around the Premises; or
- (o) behave in any way which will or may (i) damage the Venue and/or the Premises; (ii) be immoral or dangerous; (iii) infringe any licenses held by the Customer or the Club; (iv) damage the reputation of the Club; and/or (v) breach any applicable laws (including the undertaking of illegal betting or gaming).

4.3 The Club reserves the right, at its sole discretion, to refuse to allow any item onto the Premises and/or into the Venue that it considers to be dangerous or offensive and reserves the right to confiscate such items or refuse entry to any person in possession of such items.

4.4 The Customer shall and shall use its best endeavours to ensure that any Guests of the Event and its staff and agents shall:

- (a) at all times act in a respectable and orderly manner;
- (b) reduce any noise generated in connection with the Event and audible noise outside the Venue if instructed by the Club;
- (c) exit the Venue and Premises in a quiet and orderly fashion at the end of the Event;
- (d) comply at all times with the Club's policies and procedures while on the Premises, including but not limited to the Club's latest health and safety and fire safety policies/procedures (which may be updated by the Club from time to time);
- (e) at all times act in compliance with these Terms and Conditions and any instructions or notices from the Club, and use reasonable efforts to ensure that any Guests or other persons present at the Event so comply;
- (f) that at all times all gangways and exits at or around the Venue are kept free and clear of obstruction;
- (g) Take every precaution not to injure and/or damage any property, person, the Venue and/or the Premises;
- (h) ensure that no person connected with the Event shall enter the Club's catering facilities at any time; and
- (i) permit the Club to search all containers, bags, boxes, and equipment coming into or leaving the Venue, including those brought onto the Venue by the Customer and/or attendee at the Event during the Hire Period.

4.5 The Customer accepts full responsibility for first aid arrangements at the Event.

4.6 You agree that any equipment or personal belongings brought to the Premises and/or Venue by you, your employees, sub-contractors, agents, representatives, and/or Guests at the Event are done so at the respective owners' risk and that the Club shall not accept or have any responsibility or liability in connection with loss of or damage to such equipment or personal belongings.

## 5. CATERING & REFRESHMENTS

5.1 Food and drink to be served by the Club, the cost of which will be included in the Fee or included as an Additional Charge, and invoiced accordingly in accordance with Clause 8 below, may be booked through the Club by entering the relevant details on the Booking Form or as otherwise agreed in writing between the Customer and the Club prior to the Event.



- 5.2 Food and/or liquid refreshments (including, but not limited to, alcohol) provided by anyone other than the Club are not permitted at or on the Venue and/or the Premises unless agreed to in writing by the Club and the Additional Charge for doing so has been agreed and paid to the Club.
- 5.3 If food and/or drink (including without limitation a meal) are being provided by the Club as part of the Services, the Customer shall ensure that those attending the Event are ready to be served their food and/or drink at the time which has been previously agreed between the Club and Customer and that, unless otherwise agreed in writing by the Club, where a meal is being provided that such meal is completed within a period of 2 hours, otherwise Additional Charges may be payable to the Club, which shall represent any increased costs to the Club as a result of the Customer's failure to do so.

## **6. DUTY MANAGER**

- 6.1 The Duty Manager will make themselves known to the Customer on or around the start date of the Hire Period.
- 6.2 Prior to the start of the Hire Period the Duty Manager shall ensure that the Venue is set up as required by the Customer in the Booking Form.

## **7. INSURANCE & CERTIFICATIONS**

- 7.1 The Customer must ensure that it (and any relevant third party which the Customer may be proposing carries out services at the Event) has or takes out insurance policies in respect of the Event and their liabilities and obligations under this Agreement, including without limitation public liability insurance (and any other appropriate insurance). Such insurance policies will be taken out by the Customer at the Customer's sole cost and expense and the Customer will ensure that the Club is named as a beneficiary/potential claimant on such insurance policy/policies.
- 7.2 The Club reserves the right to request a copy of the appropriate insurance policies (as referred to above) or any other reasonable evidence of compliance with the Customer's obligation set out in Clause 7.1 above and if such evidence is not forthcoming the Club may elect to terminate this Agreement in accordance with clause 12.7(d).
- 7.3 If requested by the Club, the Customer must ensure that it (and any relevant third party which the Customer may be proposing carries out services at the Event) has in force up to date PAT tested certificates (and any other relevant certifications that the Club may deem necessary) and the Club reserves the right to request copies of such certifications and if such evidence is not forthcoming the Club may elect to terminate this Agreement in accordance with clause 12.7(d).

## **8. EVENT CONFIRMATION & PAYMENT OF FEE**

- 8.1 The Event booking is not secured, and no agreement shall come into existence between the Customer and the Club until: (i) the Customer returns a signed completed Booking Form that references and incorporates these terms and conditions and (ii) the Club countersigns the Booking Form. The Customer's signed Booking Form must be received within the timeframe indicated to the Customer on the Booking Form or otherwise provided by the Club to the Customer in writing. Where such timeframe is not complied with the Club shall be entitled not to confirm your Event booking and/or to increase the Fees in any future Booking Form issued by the Club (irrespective that such future Booking Form may be for the same proposed Event).
- 8.2 Within 10 Business Days of receipt by the Club of the Customer's signed Booking Form, the Club will:
- (a) either (i) refuse in writing to book the Event or, (ii) by returning to the Customer a countersigned copy of the Booking Form, accept the booking for the Event. Only on the Club providing a countersigned Booking Form will a contract be formed between the Customer and Club regarding the Event; and
  - (b) if the booking is accepted, unless otherwise agreed between the Customer and the Club and the details of such agreement are clearly stated on the Booking Form, issue an invoice confirming both the amount of the Fee and the amount of the Deposit (if applicable) to be paid by the Customer.
- 8.3 In return for the Club providing the Services, the Customer shall pay to the Club the Fees in accordance with the terms of this Agreement. The time for payment of the Fees shall be of the essence. All payments are required to be paid in pounds sterling.
- 8.4 Unless otherwise agreed between the Customer and the Club and the details of such agreement are clearly stated on the Booking Form, the Customer shall pay the Deposit (if applicable) within 7 days of the date of the invoice referred



to in Clause 8.2(b) above.

- 8.5 Unless otherwise agreed between the Customer and the Club and the details of such agreement are clearly stated on the Booking Form, the Customer shall pay (i) the remainder of the Fee (if a Deposit has been required) or (ii) the total Fee (if a Deposit has not been required) (as applicable the “**Fee Balance**”), in a single lump sum, by the sooner of either (i) the date falling 28 days after the date of the invoice issued by the Club (as referred to in clause 8.2(b)); or (ii) the date falling 60 days prior to the date of the Event.
- 8.6 Where the Customer requests additional products, services and/or equipment prior to and/or during the Event which is not detailed in the Booking Form, the Club shall consider such requests including the charges that will be incurred if such additional products, services and/or equipment were to be provided or procured by the Club. The Club reserves the right to amend or vary the Fee and/or charge Additional Charges. The Club shall issue further invoices in respect of the Additional Charges to be charged to the Customer if the Event particulars set out in the Booking Form change after the date of the initial invoice as referred to in Clause 8.2(b) above.
- 8.7 Where the Club issues an invoice to the Customer in respect of Additional Charges, such Additional Charges shall be payable by the Customer within 7 days of the date of such additional invoice, and for the avoidance of doubt such Additional Charges are separate and in addition to the Fee.
- 8.8 Payment of the Deposit and/or the Fee and/or Additional Charges may be made by cash, cheque, BACS, debit, or credit card.
- 8.9 If, for any reason, the Customer fails to pay either the Deposit and/or the Fee Balance and/or any Additional Charges by the specified due dates above (or by any otherwise agreed due dates as clearly set out on the Booking Form), the Club may, at its sole discretion, cancel the booking without any refund being made to the Customer or any liability on the part of the Club and in addition to any other rights and remedies it may have under the Agreement.
- 8.10 All prices quoted exclude VAT which the Customer shall additionally be liable to pay to the Club at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.
- 8.11 All amounts due under this Agreement shall be paid in full without deduction, set-off, counterclaim, or withholding (other than any deduction or withholding of tax as required by law).
- 8.12 If the Customer fails to make any payment due to the Club under this Agreement by the due date for payment, then without limiting any other rights available to the Club (including without limitation charging interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 (if applicable)), the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England’s base rate from time to time, but at 4% a year for any period when the base rate is 0%.
- 8.13 Certain Services may be provided by third parties. By completing the Booking Form and returning it to the Club, the Customer is expressly instructing the Club to order such third party services and the Customer agrees to immediately reimburse the Club in full in respect of all and any amounts which the Club is required to pay in respect of such Services, including without limitation any cancellation charges which may apply if the Event is cancelled and the Club therefore have to cancel the third party services.

## **9. DECORATION, DELIVERIES AND/OR LOADING**

- 9.1 Subject to the restrictions set out in this Clause 9 and on obtaining the prior consent of the Club, the Customer may decorate or otherwise dress the Venue for the Event. Any such decoration or dressing of the Venue must comply with all applicable laws and regulations.
- 9.2 The Customer or any third party acting on the Customer’s behalf may not decorate or dress any parts of the Premises other than the Venue.
- 9.3 The following are not permitted unless the Customer has obtained prior consent from the Club:
- (a) the erecting or fixing of any banners, posters, or any other items to the walls or ceiling of the Venue or any other part of the Premises; or
  - (b) the use of any paint, screws, nails, pins, adhesives (including blu-tack), or other similar products to any of the walls, ceilings, or any part of the fixtures and fittings of the Venue or any part of the Premises.





- 9.4 Decoration of the Venue and loading and deliveries connected to the Event are to be conducted at such times advised by the Club from time to time and may be subject to an additional charge.
- 9.5 Immediately following the end of the Hire Period, the Customer shall remove their decorations and displays from the Venue.

## **10. START AND END OF THE HIRE PERIOD**

- 10.1 The Customer shall ensure that the Event commences promptly at the Start Time.
- 10.2 The Customer shall ensure that any Guests to the Event and any Customer staff and agents shall vacate the Premises at the end of the Hire Period.
- 10.3 Unless otherwise agreed by the Club in accordance with clause 10.4, at the end of the Hire Period the Customer shall ensure that the Venue and/or Premises are left clean, tidy, and in good order and that all equipment connected to the Event but not provided by the Club are removed from the Premises.
- 10.4 The Club shall consider in good faith any request by the Customer to leave equipment at the Venue for later collection following the conclusion of the Event. Where the Club agrees to such a request, the following provisions shall apply: (i) equipment left at the Venue following the conclusion of the Event will be retained at the respective owners' risk; and (ii) unless otherwise agreed in writing by the Club, any such equipment must be collected within 24 hours of the conclusion of the Event, failing which the Club may dispose of such equipment without notice to the Customer and without accepting responsibility or liability for such disposal (and the Customer agrees to reimburse the Club in full in respect of all and any costs the Club incurs in respect of such disposal).
- 10.5 If the Premises are not vacated at the end of the Hire Period or if the Venue and/or Premises are not clean, tidy, and in good order to the satisfaction of the Club at the end of the Hire Period then the Club reserves the right to impose additional charges on the Customer at its absolute discretion.
- 10.6 The Customer is responsible for any loss or damage, expense, and/or other liability (including any third-party claims) caused to the Club (and its employees, servants, agents, and/or representatives) by the Customer and/or the Customer's employees, agents, subcontractors, representatives and/or Guests at the Event. The Customer shall promptly report any damage to the Venue and/or Premises to the Club. The Customer shall be liable to the Club for any such damage (whether or not caused by the Customer, Customer employees, agents, subcontractors, representatives, and/or any Guest at the Event) and the Club shall be entitled to invoice the Customer accordingly for such amount required to remedy any loss, damage or expense and other liability to put the Club in the position it would have been had the damage not occurred..

## **11. RIGHT OF ENTRY**

- 11.1 The rights granted to the Customer shall not operate or be deemed to operate as a demise of the Venue, Premises, or any part thereof and do not create a relationship of landlord and tenant. The Customer shall not have or be entitled to have any right, estate, or title to the Venue, Premises or any part thereof save as may be expressly provided for in this Agreement.
- 11.2 The Venue, Premises, or any part thereof shall always remain in the control and possession of the Club, which reserves the right of entry by its staff, agents, contractors, or any other designated persons to the Venue, Premises, or any part thereof at all times. The Customer have no right to exclude the Club from the Venue at any time.
- 11.3 The Club reserves the right to refuse admission to any person or to evict any person from the Venue, Premises, or any part thereof at its absolute discretion.

## **12. CANCELLATION**

- 12.1 Event bookings are strictly non-transferable and non-assignable save that the Club may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under this Agreement.

### **Cancellation by the Customer**

- 12.2 Subject to Clause 12, the Customer may cancel the booking of the Event at any time by sending such notice of cancellation in writing to The Events Department at Lincoln City Football Club, LNER Stadium, Sincil Bank, Lincoln, LN5 8LD or via email to [venue@theredimps.com](mailto:venue@theredimps.com) or such other email address provided by the Club for these



purposes.

- 12.3 If the Customer cancels the booking of the Event at any time after the Fee Balance has been paid, depending on the date when the Customer cancels the booking, the Club shall refund the Fee Balance in the manner set out below:

Number of weeks/days prior to date of Event	Percentage of the Fee Balance only to be refunded by the Club.
48 weeks or longer	100%
Less than 48 weeks but more than 90 days	75%
Less than 91 days but more than 60 days	50%
Less than 61 days but more than 30 days	20%
Less than 31 days	Nil

For the avoidance of doubt, should the Customer cancel the booking at any time after payment of the Deposit then the Deposit, or any part of it, and any costs incurred in respect of engaging third parties to provide services at the Event shall not be refunded by the Club and such costs that have not been paid at the point of cancellation shall remain payable by the Customer.

- 12.4 If the Customer cancels the booking of the Event but has not paid the Fee Balance, depending on the date when the Customer cancels the booking, the following proportions of the Fee Balance shall be payable by the Customer:

Number of weeks/days prior to date of Event	Percentage of the Fee Balance to be paid by the Customer.
48 weeks or longer	Nil
Less than 48 weeks but more than 90 days	20%
Less than 91 days but more than 60 days	50%
Less than 61 days but more than 30 days	75%
Less than 31 days	100%

For the avoidance of doubt, should the Customer cancel the booking at any time after payment of the Deposit then the Deposit, or any part of it, and any costs incurred in respect of engaging third parties to provide services at the Event shall not be refunded by the Club and such costs that have not been paid at the point of cancellation shall remain payable by the Customer.

- 12.5 The parties confirm that the cancellation charges set out in this Agreement are reasonable and proportionate to protect the Club's legitimate interests.
- 12.6 The Club hereby reserves its right to seek compensation for any damage or loss it may incur because of the cancellation of the booking of the Event by the Customer.

### **Cancellation by the Club**

- 12.7 In addition to any other Club rights to postpone and/or cancel the Event, the Club reserves the right to cancel the Event or to relocate the Event to another equivalent Venue on or at the Premises for any reason and at any time including, but not limited to:
- (a) unexpected building work or repairs to the Venue and/or the Premises or other reasons beyond the Club's control, in which case the Club shall use all reasonable endeavours to notify the Customer promptly of a possible or confirmed cancellation or relocation;
  - (b) a failure by the Customer to pay the Deposit or the Fee Balance when due;
  - (c) a failure by the Customer to provide full and accurate particulars of the Event in accordance with Clause 2.2 above;
  - (d) the Customer fails to provide the Club with the insurance/certification particulars in accordance with Clause 7.2 and/or Clause 7.3;
  - (e) where the Club deems (in its absolute discretion) that the Customer and/or the Event (or any part of it) are or are likely to be, in any way detrimental to the image, reputation and good standing of the Club, the Club's trademarks and/or the Club's brands; or
  - (f) where a football fixture is re-arranged for the proposed date of the Event.
- 12.8 The Club further reserves the right to relocate the Event to another equivalent local venue at its sole discretion and at no further cost to the Customer. The Club shall use all reasonable endeavours to notify the Customer promptly if such a relocation may be necessary or is required.



- 12.9 In the event of a relocation of the Event to any other part of the Premises or at another equivalent local venue then the Club shall not be required to refund or discount any of the Deposit and/or Fee Balance.
- 12.10 In the event of a cancellation by the Club for any of the circumstances set out in Clause 12.7(a), 12.7(e), or 12.7(f) then in the circumstances where the Event cannot be re-located the Club shall refund the Customer in full for any of the Deposit and/or Fee Balance already paid. In all other circumstances of cancellation set out in clause 12.7, no refunds shall be repayable to the Customer.
- 12.11 For the avoidance of doubt, in the circumstances where any Event is relocated or cancelled by the Club then the Club shall not be liable for any damage or loss because of such re-location or cancellation (other than, if applicable, for a refund of any sums already paid in accordance with the circumstances set out in Clause 12.10 above).

### **13. ARRIVAL, EXIT AND CONDUCT AT THE EVENT**

The Club operates a policy of zero tolerance towards, without limitation, harassment, discrimination, the possession and/or use of illegal drugs, illegal gaming or betting, violence and drunken, abusive, or threatening behaviour. If the Duty Manager and /or the Club employees or agents discover or experience any such behaviour, in addition to any other rights available to the Club, the Club reserves the right, without liability, to take such action as the Club considers (in its sole discretion) necessary to ensure the safety of its personnel, including but not limited to any of the following:

- (a) stopping the serving of alcohol;
- (b) ending the Event early;
- (c) involving the police; or
- (d) pursuing the individuals concerned in the civil courts.

### **14. LIMITATION OF LIABILITY & INDEMNITY**

- 14.1 The Club excludes all liability in respect of:

- (a) any loss, theft or damage, howsoever caused, or by whoever caused, with respect to any property of any person that occurs in or on the Premises during the Hire Period or otherwise in connection with the Event (except to the extent that such damage or theft arises from negligence of the Club);
- (b) the death or personal injury howsoever and or to whosoever caused which occurs while a person is at or on the Premises or in respect of any loss or damage suffered, caused, or sustained by any person in consequence of such death or personal injury (excluding any death or personal injury caused by the Club's negligence).

- 14.2 To the fullest extent possible, the Club excludes all liability to the Customer or any other third party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information, loss of damage to goodwill or any indirect or consequential loss arising under or in connection with this Agreement.

- 14.3 The Customer shall indemnify the Club, its officers, employees, contractors and agents against any loss or liability which the Club incurs as a result of any breach of this Agreement or any act or omission by the Customer and/or Guest and/or any Customer employee, agent, subcontractor, representative at the Event (including, without limitation, any loss or liability in respect of any damage to property as a result of any act or omission by the Customer and/or any Guest and/or any Customer employee, agent, subcontractor, representative at the Event).

- 14.4 You, will notify all Guests and all Customer employees, agents, subcontractors, representatives, and hereby acknowledge and agree that your and your Guest's and Customer employees, agents, subcontractors and representatives attendance at the relevant Event is at your/their own risk and (to the extent permitted by applicable laws) the Club accepts no responsibility and/or liability from any illness and/or injury resulting therefrom.

- 14.5 Nothing in the Agreement limits or excludes either party's liability for death or personal injury caused by its negligence, or for fraudulent misrepresentation.

### **15. FORCE MAJEURE**

- 15.1 In this clause, "Event of Force Majeure" means an event beyond the reasonable control of the Club, including but not limited to strikes, lock-outs or other industrial disputes; failure of a utility service or transport network; act of God; war;





riot; terrorism; civil commotion; malicious damage; collapse of buildings; failure on the part of an authority or body or group to grant a licence to the Club required for or in connection with the Event; pandemics; epidemics; infectious disease; sabotage; public demonstration; compliance with any law or governmental, football authority, local authority or regulatory guidance protocol, rule, and/or order; accident; fire; flood; storm or default/non-performance of suppliers or sub-contractors.

- 15.2 The Club shall not be liable to the Customer or any other third party because of any failure or delay to perform its obligations under this Agreement because of an Event of Force Majeure.
- 15.3 The Club shall be entitled to postpone any Event booking at any time if, in the Club's reasonable opinion, there is a Force Majeure Event that renders the Event and/or Services impractical to hold or perform. If the Club postpones the Event booking in such circumstances, the Club shall make reasonable efforts to rearrange the Event to an alternative date acceptable to the Customer. If the Club is unable to provide such alternative date for the Event within 12 months of the original Event Date then the Club shall reimburse to the Customer any Fees which have already been paid by the Customer for the Event and Services at the date of cancellation and the Customer agrees that the Club shall have no further liability to the Customer or any other third party in such circumstances.

## **16. LEGISLATION & LICENSING**

- 16.1 The Customer shall, and the Customer shall procure that all Guests and Customer employees, agents, subcontractors, representatives shall, strictly observe and adhere to the relevant provisions contained in all child protection legislation, intellectual property legislation and any other legislation that may be applicable to the Event (or any statutory modification or re-enactment thereof) and the Customer shall ensure that it complies with all obligations and requirements of any licensing authority applicable to the Event.
- 16.2 The Customer must obtain (at its sole cost and expense) all licenses applicable to the Event and must provide copies of all such licenses to the Club no later than 7 days prior to the date of the Event.
- 16.3 Both parties will always comply with all relevant data protection laws and regulations, including without limitation the Data Protection Act 2018 and any successor UK legislation.

## **17. CLUB & CUSTOMER CONTACT DETAILS**

- 17.1 All communications with the Club should be made via the events department whose contact details are:
- Post: Events Department at Lincoln City Football Club, LNER Stadium, Sincil Bank, Lincoln LN5 8LD
- Email: [venue@theredimps.com](mailto:venue@theredimps.com)
- 17.2 The contact details for the Customer are as set out in the Booking Form.
- 17.3 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be:
- (a) Delivered by hand or by pre-paid first-class post or other next working day delivery service at the relevant address set out at Clause 17.1 in respect of the Club or in the Booking Form in respect of the Customer;
  - (b) Sent by email to the relevant email address set out at Clause 17.1 in respect of the Club or the Booking Form in respect of the Customer.
- 17.4 Any notice or communication shall be deemed to have been received:
- (a) If delivered by hand, at the time the notice is left at the proper address;
  - (b) If sent by pre-paid first-class post or other next working day delivery service, at 9.00am on the second Business Day after posting;
- 17.5 If sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. Business hours mean 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 17.6 This Clause 17 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.



## 18. GENERAL

- 18.1 This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law and the parties hereby irrevocably submit to the jurisdiction of the English courts.
- 18.2 The terms of this Agreement are confidential as between the parties during and after the Term and may not be disclosed to any third parties (other than professional advisers) without the prior written approval of the other party. Neither party shall disclose any confidential information relating to the business nor to future plans of the other party at any time acquired during the existence of the Agreement save in so far as such information has come into the public domain through no fault of the recipient or its agents or employees, or its disclosure is required by law or to enforce the terms of this Agreement.
- 18.3 Each party shall, and shall use its reasonable endeavours to ensure that any necessary third party acting on its behalf or in its stead shall, execute such further documents and do all such acts as are necessary to give full effect to this Agreement. The costs of executing such documents and doing such acts (other than nominal costs) shall be borne by the party requiring the same unless such execution or act is required due to a breach of this Agreement by the party required to execute the document and/or do the act in question in which case that party shall pay the costs.
- 18.4 The Customer shall not use any of the Club's intellectual property on or in any promotional or other materials in connection with the Event and/or the Services without first obtaining the prior written approval of the Club, to be given or withheld in its absolute discretion.
- 18.5 The Customer shall not, without first obtaining the prior written approval of the Club (to be given or withheld in its absolute discretion) directly or indirectly, in your promotional or other materials, indicate: (i) any endorsement of the Event by the Club, (ii) any endorsement of the Customer by the Club, (iii) any type of ongoing association with the Club by virtue of the Club's provision of the Services.
- 18.6 No terms and conditions or similar provision of any document which you have provided or provide to us shall apply to us or this Agreement. This Agreement shall supersede any other terms previously notified to you and shall, to the maximum extent permitted by law, supersede any warranties or conditions (whether expressed or implied) relating to the Event and the Services.
- 18.7 Any variation or amendment to this Agreement shall not be valid unless it is set out in writing and signed by both the Customer and the Club.
- 18.8 This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements, commitments, or understandings. The Customer acknowledges that it has not relied on any statement, promise or representation made or given (whether orally or in writing) by or on behalf of the Club which is not set out within this Agreement.
- 18.9 This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement.
- 18.10 If any provision or part provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this clause 18.10 shall not affect the validity and enforceability of the rest of this Agreement.
- 18.11 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 18.12 Nothing in this Agreement is intended to, or will be deemed to, constitute a partnership or joint venture of any kind between the parties or create a relationship of agent and principal between the parties for any purpose.

**NOTE FOR CONSUMERS:** The general right for consumers to cancel a contract within the 14-day 'cooling off period' under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (SI 2013/33134) **DOES NOT APPLY** to this contract.