

## HOSPITALITY TERMS AND CONDITIONS

These Conditions and any documents and rules and regulations referred to in these Conditions apply to all bookings with CPFC Limited, a company registered in England and Wales (company no. 07270793) and whose registered office is at Selhurst Park Stadium, Holmesdale Road, London, Greater London, SE25 6PU (the "Club", "us" or "we"). By making a booking you acknowledge that you have read, understood and agree to be bound by these Conditions. You will be liable for all acts and omissions of your Guests.

### 1. DEFINITIONS AND INTERPRETATION

In these Conditions unless the context otherwise requires the following words shall have the following meanings:

"**Agreement**" means the Premium Confirmation Email, these Conditions and any other documentation referred to in these Conditions or provided to you by the Club from time to time;

"**Charges**" means the charges for the Facilities as set out in the Premium Confirmation Email;

"**Conditions**" means the terms and conditions herein;

"**Covid-19**" means COVID-19, any variant of COVID-19, and any epidemic, pandemic or other infectious disease.

"**Covid-19 Supporter Policy**" means the policy which, in addition to the other Terms and Conditions of Entry, governs entry into and around the Stadium, a copy of which can be found here <http://www.cpfc.co.uk/covid-19-supporters-guide>

"**Data Protection Legislation**": means the GDPR, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) and the Data Protection Act 2018, in each case as amended, replaced or updated from time to time and together with any subordinate or related legislation made under any of the foregoing and relevant industry codes of practice and guidance issued by applicable supervisory authorities in relation to the processing of personal data;

"**Facilities**" means a seat (or seats) and associated facilities (which may include the provision of food and/or drink) at the Stadium, as such seats and/or facilities are identified in the Premium Confirmation Email;

"**Premium Confirmation Email**" means the premium booking confirmation email and all attachments to these Conditions containing details of the Facilities to take place at the Stadium;

"**GDPR**" means the General Data Protection Regulation (Regulation (EU) 2016/679) as implemented under English law (including any national implementing laws, regulations and secondary legislation) as applicable and in force in the United Kingdom from time to time. References to Article numbers of the GDPR shall be deemed to include the equivalent provisions in the event the Article numbers in the legislation are changed from time to time;

"**Regulations**" means our ground regulations, the Covid-19 Supporter Policy and the rules and regulations of FIFA, UEFA, The Football Association, the FA Premier League Limited and the Football League in respect of the relevant Match;

"**Guests**" means those people invited by you to Match at the Stadium;  
"**Match**" means any occasion when there shall be a football match at the Stadium;  
"**Stadium**" means Selhurst Park Stadium, Holmesdale Road, London, SE25 6PU; and  
"**you**" means the registered holder of the Facilities.

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

- 2.1 By making a booking with the Club you agree to be bound by and to comply with, and to bring to the attention of any Guests, the terms of this Agreement, which once accepted in writing by the Club and any advance payment of the Charges required is made by you in accordance with clause 3, will constitute a binding contract between you and the Club.
- 2.2 By making a purchase of Facilities you confirm that you are at least 18 years of age and are capable of entering into the Agreement.
- 2.3 No condition, warranty or similar provision of any document which you have provided or provide to us shall apply to us or the Agreement. The 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 Facilities.
- 2.4 By making a booking with the Club and/or attending any Match, you hereby acknowledge and agree that your attendance at any Match is at your own risk and (to the extent permitted by Applicable Laws) the Club accepts no responsibility and/or liability relating to any illness, injury or other loss or expense suffered by attending a Match. You will be required to self-certify that you are not suffering from any symptoms of COVID-19 or otherwise required by Applicable Laws to self-isolate, both at the point of purchase and again 48 hours prior to the Match. You may not be permitted entry to the Stadium unless such COVID-19 self-certifications are complete. You will be required to certify on behalf of all Guests and confirm that all Guests are not suffering from any symptoms of COVID-19 or otherwise required by Applicable Laws to self-isolate (for example, having returned from a high-risk foreign country).
- 2.5 Your ticket may be issued via E-ticket to your email address or by digital mobile phone near-field communication (NFC) pass to your mobile device.
- 2.6 You and your Guests are required to comply with Applicable Laws, Government guidance and the Club's directions (including without limitation the Covid-19 Supporter Policy) in connection with their attendance at the Ground. This shall include a strict requirement that neither you or your Guests do not attend the Ground in the event that they are required to self-isolate or are otherwise not advised to attend the Ground (and no refunds shall be due in such circumstances, unless the Club determines otherwise in its absolute discretion on a case by case basis).

### *Covid-19 Terms and Conditions*

- 2.7 Due to Covid-19, the Club shall determine the applicable capacity of the Ground for each Match in its absolute discretion and shall have no liability to you in respect of the same. The foregoing includes the Club determining (including where this is required by the Applicable Laws or Football Authorities from time to time) that Matches must be played Behind Closed Doors or Partially Behind Closed Doors.
- 2.8 For Matches played Behind Closed Doors, you will have no right to access the Stadium.
- 2.9 You may be required to bring valid photographic identification (e.g. valid passport or driving licence) to each Partially Behind Closed Doors Match you attend, as spot checks will be in place. The Club reserves the right to reject entry to and/or eject any attendee who cannot satisfy the Club that they are the named person on the booking.
- 2.10 Temperature checks will be taken prior to entry into the Stadium, and you hereby consent to the Club performing this check on your person and that of your Guests. In the event that you or your Guest(s) are found to have a high temperature or you or your Guest(s) are displaying symptoms of Covid-19 when attempting to access the Stadium (or whilst inside the Stadium), you or your Guest(s) will be refused entry to the Stadium or ejected from the Stadium (as applicable) and no refunds shall be due in such circumstances, unless the Club determines otherwise in its absolute discretion on a case by case basis.

### **3. PAYMENT**

- 3.1 You shall pay the Charges in full so that the Club receives such payment in cleared funds by the applicable payment date(s) referred to in the Premium Confirmation Email and as per any invoices issued by the Club.
- 3.2 Time for payment of the Charges shall be of the essence. If the Charges for the Facilities are not received in full, cleared funds by the Club by the applicable payment date(s) your booking may be cancelled without notice or further liability to you.
- 3.3 You are obliged to settle all charges for additional food and beverages consumed (that is not provided and included within the Premium Confirmation Email) on the day of the Match and prior to leaving the Stadium.

The Club only accepts payments at the Stadium as follows:

- by a valid credit card (the Club does not accept Diners);
- by a valid debit card; and
- by cash in pounds sterling.

3.4 If you fail to make any payment due under this Agreement by the due date for payment as set out in the Premium Confirmation Email or invoice, then, without limiting the Club's remedies in Conditions 3.2, 6 or otherwise, you shall pay interest on the overdue amount at the rate of 4% per annum above National Westminster Bank Plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest to the Club together with the overdue amount.

3.5 Your obligations under this Agreement shall be performed without any right of set-off, abatement, cross claim, deductions, withholdings or other similar rights other than as required by law.

3.6 Unless stated otherwise, the Charges and any other payments made under this Agreement shall be exclusive of VAT, which shall be payable by you in addition, wherever relevant at the rate and in the manner from time to time prescribed by law.

#### **4. FACILITIES**

4.1 Facilities are located in the 'home' section of the Stadium. Accordingly, in order to ensure the safety of other visitors to the Stadium on a Match day, the Club shall be entitled to refuse to admit or immediately eject from the Stadium any person if the Club or the Club's officials consider that: (i) such person is visibly supporting the opposition team; and/or (ii) the presence or behaviour of such person may: (1) create and/or increase potential crowd disorder at the Stadium; and/or (2) result in a reaction from other ticket holders. Additionally, in both cases the use of the Facilities by such person shall be deemed a breach of these terms and conditions by the you.

4.2 The dates and times of all of the Club's matches to be held at the Stadium during the relevant Season are subject to alteration. Reasonable endeavours shall be made by the Club to publicise any change to the date and/or time of the match as far in advance as possible. No refunds will be given by the Club for any matches unattended. Where a match is cancelled, abandoned or postponed, the Club shall have no liability whatsoever to you or your Guests in respect of such match, except that, following any cancellation, abandonment or postponement of a Match, you shall be entitled to attend the rearranged match (if any).

4.3 Only one person (irrespective of age) per Match will be admitted to the Stadium in respect of each seat connected to the Facilities and any Guest under the age of 18 must be accompanied by an adult in order to use the Facilities.

4.4 The Club shall have the right to charge you for the cost of the actual cost of any repairs, cleaning, maintenance and/or replacement of any facilities in the Stadium resulting from

any act or omission of you or any of your Guests, except as a result of reasonable wear and tear. If you fail to pay any charges due within the timeframe specified by the Club in an invoice, then this shall be deemed to be a breach of these terms and conditions by you.

4.5 The Club operates a dress code, with which you and your Guests are required to comply. A copy of the dress code which applies to the Facilities is available on request.

## **5. CONDITIONS OF USE**

5.1 You are solely responsible for the conduct of your Guests.

5.2 You shall, and you shall ensure that your Guests shall:

5.1.1 at all times act in the best interests of the Club;

5.1.2 comply with all instructions, policies and regulations issued by the Club, or any of the Club's personnel from time to time, including without limitation the Regulations, any health and safety rules and regulations and any security requirements that apply at the Stadium;

5.1.3 not knowingly do or omit to do anything which has and/or is likely to have an adverse effect on the goodwill and/or reputation of the Club;

5.1.4 at all times use the facilities of the Stadium in a proper and lawful manner and not so as to cause nuisance, damage, disturbance, annoyance, interference or inconvenience to the Club or any other person, or otherwise breach any applicable laws;

5.1.5 not bring alcohol to or smoke within the Stadium; this includes e-cigarettes and similar devices; and

5.1.6 not do anything that will or might constitute a breach of any statutory requirement affecting the Stadium or any services provided for your use with the Facilities that will or might wholly or partly vitiate any insurance created in respect of those areas from time to time.

5.3 You shall indemnify the Club, and keep the Club indemnified, against all losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability which arise as a result of any actions or omissions of you and/or your Guests in breach of this Agreement.

5.4 All personal belongings left in within the Stadium are left at the owner's risk.

5.5 The Club reserves the right to make reasonable revisions, amendments or additions to the Agreement and these Conditions and any such revisions, amendments or additions shall be deemed to be incorporated herein upon written notice by the Club to you provided that any such

revisions, amendments or additions shall result in you receiving the same or similar benefits.

## **6. TERMINATION/CANCELLATION BY THE CLUB**

- 6.1 Without prejudice to any other remedies it may have, the Club reserves the right to immediately cancel, withdraw or suspend (for such period(s) as the Club sees fit in its absolute discretion) any or all of the benefits set out in the Premium Confirmation Email, or to terminate this Agreement in its entirety, if at any time you or any of your Guests fail to comply with any part of this Agreement and/or you fail to pay any Charges due to the Club in accordance with clause 3.

## **7 CANCELLATION BY YOU**

- 7.1 Should you wish to cancel your booking you must notify the Club in writing. The following cancellation fees apply in relation to the Facilities that is cancelled:

- 7.1.1 60 – 46 days prior to the date of the Match – 25% of the Charges;
- 7.1.2 45 – 31 days prior to the date of the Match – 50% of the Charges;
- 7.1.3 Less than 30 days prior to the date of the Match, 100% of the Charges.

Seasonal bookings are subject to a 100% cancellation charge from the date a signed copy of the Terms and Conditions is received by the Club.

- 7.2 You will not receive any refund if the Match is suspended or cancelled pursuant to clause 6.

## **8 DATA PROTECTION**

The Club is a data controller in respect of personal data submitted by you and will hold and process personal data for legal and administrative purposes and, with your consent, for marketing purposes. The personal data provided to the Club shall be processed, stored and transferred in accordance with the terms of the Club's privacy policy, which is available at [www.cpfc.co.uk](http://www.cpfc.co.uk). We will use the information you give us to send you information as set out in the Data Protection Statement on the application form.

## **8 LIMITATION OF LIABILITY**

- 9.1 Nothing in this Agreement shall be deemed to limit or exclude the Club's liability in relation to (i) death or personal injury resulting from the Club's negligence; (ii) fraud or fraudulent misrepresentation; or (iii) for any other liability which the Club is unable to limit or exclude under English law.

- 9.2 Subject to clause 9.1, to the maximum extent permitted by law, the Club expressly excludes its

liability, however caused in each case whether suffered by you, any Guests or third party for:

9.2.1 any loss or damage suffered by you or your Guests as a result of the exercise by the Club of its rights under this Agreement, including without limitation the Club's exercise of its rights under clause 6;

9.2.2 any loss or damage, suffered by you or your Guests to any property or personal effects belonging to them in or around the Stadium (including the approaches and car park) howsoever caused. You and your Guests are reminded to keep their valuables with them at all times;

9.2.3 any indirect, incidental, special or consequential loss;

9.2.4 any direct or indirect loss of or damage to:

- 9.2.4.1 profits;
- 9.2.4.2 use;
- 9.2.4.3 opportunity;
- 9.2.4.4 revenue;
- 9.2.4.5 production;
- 9.2.4.6 business
- 9.2.4.7 contracts;
- 9.2.4.8 opportunities;
- 9.2.4.9 anticipated savings;
- 9.2.4.10 data;
- 9.2.4.11 goodwill;
- 9.2.4.12 reputation;
- 9.2.4.13 use; or

9.2.5 costs of wasted management or staff time;

9.2.6 loss or damage suffered by you as a result of a claim brought by a third party;

9.2.7 any failure to carry out or delay in carrying out any of the Club's obligations under this Agreement caused by any circumstance outside its reasonable control; and

9.2.8 any failure to provide or delay in providing facilities, food or drink as part of the Facilities which arise as a result of events or matters outside its control.

9.3 The parties agree that each of the sub-clauses in clause 9.2 and each of the sub-paragraphs 9.2.4.1 to 9.2.4.13 in clause 9.2.4 constitute separate terms and the introductory wording of clause 9.2 shall be applied to each of them separately. If there is any claim or finding that any such individual sub-clause or sub-paragraph is unenforceable for any reason, such unenforceability shall not

affect any other provision within clause 9.2 or otherwise.

9.4 The term “however caused” when used or referred to in this clause 9 shall cover all causes and actions giving rise to liability of the Club arising out of or in connection with this Agreement or the Event: (i) whether arising by reason of any misrepresentation (whether made prior to and/or in this Agreement), negligence, other tort, breach of statutory duty, repudiation, renunciation or other breach of contract, restitution or otherwise; (ii) whether arising under any indemnity; (iii) whether caused by any total or partial failure or delay in delivery of the Event; and (iv) whether deliberate (but not in bad faith) or otherwise, however fundamental the result.

9.5 Subject to clause 9.1, the Club’s total aggregate liability in respect of all claims (and series of related claims) arising in respect of each Match shall be limited to a sum equal to 100% of the Charges paid and payable in respect of the Facilities to which all claims (and series of related claims) relate.

## **9 EVENTS OUTSIDE OUR CONTROL**

9.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms and Conditions that is caused by an Event Outside Our Control.

9.2 An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, power failure, governmental or local authority or football authority regulations and requirements, or failure of public or private telecommunications networks.

9.3 If an Event Outside Our Control takes place that affects the performance of our obligations under these Terms and Conditions:

9.4 We will contact you as soon as reasonably possible to notify you.

9.5 Our obligations under these Terms and Conditions will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.

## **10 PHOTOGRAPHS & VIDEO FOOTAGE**

11.1 By entering into this Agreement, you are also agreeing that the Club may, if appropriate, use any photographs or video footage taken by the Club’s Matchday photographers in our marketing literature, website and/or advertising. You shall ensure that all Guests are made aware of this. If you would not like photography or video footage of Guests to be used for this purpose for any reason, you must notify the Club in writing.

12 CCTV is employed and operated within the Stadium for the purpose of control and safety of spectators. Recorded images may be used as evidence.



### **13 GUESTS**

Guests must remain in the designated seating areas for the duration of the Match and are not under any circumstances allowed to stand on the side of the pitch or go onto the pitch at any time.

### **14 GENERAL**

- 14.1 You shall not transfer or assign, novate, sub-license or sub-contract the whole or any part of this Agreement or the rights and obligations under it without the prior written consent of the Club.
- 14.2 The terms of this Agreement are confidential as between the parties 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 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.
- 14.3 You shall not use any of the Club's intellectual property or any materials which are sourced from a third party and concern the Club, on or in any promotional or other materials in connection with the Facilities without first obtaining the prior written approval (including as to manner, form and context of such use) of the Club, to be given or withheld in its absolute discretion.
- 14.4 This Agreement constitutes the entire agreement and understanding between the parties and supersedes any prior written or oral agreements representations undertakings or promises between the parties. If any 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 shall be deemed deleted. Any modification to or deletion of a provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 14.5 Any delay or failure by the Club in taking enforcement action against you for any breach of any term of this Agreement shall not be deemed to constitute a waiver of the Club's right to take such action or of any other right under this Agreement. Any waiver by the Club of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision.
- 14.6 Except where expressly provided under the Agreement, a person who is not a party to the Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of the Agreement.

14.7 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation.