



MATCH DAY HOSPITALITY TERMS AND CONDITIONS - SEASON 2017/18

These Conditions (as defined below) and any documents and rules and regulations referred to in these Conditions apply to all Bookings for Hospitality Packages with CPFC Limited ("Club"). By making a Booking for a hospitality package you acknowledge that you have read, understood, accept and agree to be bound by this Agreement and these Conditions. You will be liable for any losses to the Club arising from any acts and omissions of your Guests pursuant to this Agreement, howsoever caused.

1 DEFINITIONS AND INTERPRETATION

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

"Agreement" the agreement between you and the Club made at the time of the Booking incorporating these Conditions, the Acceptance, the Terms and Conditions of Entry, and any other documentation referred to in these Conditions;

"Acceptance" email, letter, verbal or other communication to you from the Club confirming the allocation of the Hospitality Package, the Designated Match, the Charge and any other fees and ancillary information;

"Booking" any and all orders you place for a Hospitality Package with the Club;

"Charge" the total price for the Hospitality Package as confirmed to you, plus VAT;

"Conditions" the terms and conditions herein;

"Designated Match" the specific Club first team home match played at the Ground for which the Hospitality Package is purchased;

"Executive Box" an executive box located in the Whitehorse Lane Stand of the Ground;

"Football League" the Football League Limited and/or the league competitions organised by it, as appropriate;

"Ground" Selhurst Park Stadium, Holmesdale Road, London SE25 6PU;

"Ground Regulations" those ground regulations issued by the Club from time to time that set out the terms and conditions upon which spectators are granted entry to the Ground (copies of which are on display at the Ground and at www.cpfc.co.uk);

"Guest" a relative, friend, colleague or anyone accompanying you to the Ground as part of your Booking;

"Home Match Tickets – Conditions of Issue" the Club's Home Match - Conditions of Issue 2017/18, a copy of which can be found at www.cpfc.co.uk;

"Hospitality Package" the hospitality package for the Designated Match as confirmed by the Club to you as set out in the Acceptance;

"Premier League" the Football Association Premier League; and

"Terms and Conditions of Entry" each of the rules and regulations of FIFA, UEFA, The Football Association Limited, the Football Association of Wales, the Premier League, the Football League and/or any other relevant governing body of association football, the Ground Regulations in force at the Ground from time to time, the Home Match Tickets-Conditions of Issue and these Conditions, as each may be amended from time to time.

2 ACCEPTANCE OF THESE CONDITIONS

2.1 By making a Booking with the Club for a Hospitality Package you agree to be bound by and to comply with, and agree to bring to the attention of others as required in these Conditions below, the terms and conditions of the Agreement, which once your booking has been accepted by the Club will constitute a binding contract between you and the Club.

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2.2 By making the Booking you confirm that you are at least 18 years of age and are capable of entering into the Agreement.

3 PAYMENT

3.1 You shall pay all invoices in full and in cleared funds by the applicable payment date(s) referred to in the Acceptance and as per the invoices issued by the Club. If a Booking is made less than 5 working days prior to a Designated Match, full payment is required immediately.

3.2 If the Charge for your Hospitality Package is not received in full, cleared funds by the Club by the applicable payment date(s) your Booking will be lost and you will not be able to make use of the Hospitality Package.

3.3 You are obliged to settle all charges for additional food and beverages consumed at a Designated Match (that are not provided and included within the Hospitality Package) on the day of such Designated Match prior to leaving the Ground. The Club only accepts payments as follows:

- by a valid credit card (the Club does not accept American Express or 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 Acceptance, then, without limiting the Club's remedies in Conditions 3.2, 7 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. The defaulting party shall pay the interest together with the overdue amount.

3.5 In the event any payment pursuant to this clause 3 remains unpaid, then you will be liable (on an indemnity basis) for all legal costs and expenses incurred by the Club in recovering the said payment.

4 EXECUTIVE BOXES

4.1 When you make a booking for a Hospitality Package which involves the use of an Executive Box and in consideration of the payment of the Charge and subject to compliance with these Conditions the Club agrees to licence to you an Executive Box for the Designated Match.

4.2 The number of Guests allowed to use the Executive Box at any one time is limited by the Club. You are not permitted any additional Guests into the Executive Box over the maximum number allowed by the Club as confirmed to you by the Club.

4.3 The Club shall be responsible at its own expense for the cleaning and maintenance of the Executive Box after the end of the Designated Match. You shall make good any damage or loss caused by you or your Guests to the Executive Box furniture, furnishings, fixtures and equipment installed by the Club, save for reasonable wear and tear.

4.4 No relationship of Landlord and Tenant is created between the Club and you by this Agreement.

4.5 The possession, control and management of the Executive Box shall remain vested in the Club, which shall be entitled as of right to access the Executive Box at all times and for any purpose it deems fit and at no time shall be excluded from the Executive Box. The Club agrees, provided you and your Guests are in compliance with their obligations under this Agreement, to cause as little disturbance and inconvenience to you and your Guests as possible.

4.6 All personal belongings left in the Executive Box are left at the owner's risk.

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5 CONDITIONS OF USE

- 5.1 Access to your Hospitality Package facility shall be from 3 hours before the advertised Designated Match kick-off time until 90 minutes after the end of the Designated Match unless otherwise advised to you prior to the Designated Match.
- 5.2 You must remain at all times the party in control of any tickets or passes to the Hospitality Package and the Ground and you shall be responsible for ensuring that your Guests have the appropriate tickets or passes to the Hospitality Package and Ground. You and your Guests using the Hospitality Package must show their match tickets and passes when entering the Ground and when otherwise requested. Match tickets and passes remain the property of the Club. Each child entering the Ground shall be in possession of an individual match ticket.
- 5.3 Only food and drink purchased from the Club or provided under the terms of the Hospitality Package may be consumed in the facilities of the Hospitality Package and on the Club premises.
- 5.4 Drinks service shall commence at opening time and end at kick-off and in the case of alcoholic drinks shall be subject at all times to the requirements and conditions of the licensing laws and regulation. It will resume 15 minutes prior to half-time and cease at the start of the second half. It will resume at the end of the match for a period of 90 minutes. In the event of arrival at the Ground less than 90 minutes prior to kick-off it may not be possible to provide a full food service.
- 5.5 You are solely responsible for the conduct of your Guests. Any breach of the terms of this Agreement by any Guest shall be treated as a breach by you who may (in the Club's sole discretion) be liable to the sanctions referred to under Condition 7.
- 5.6 You shall, and shall ensure that your Guests shall:
 - 5.6.1 at all times comply with any Club requirements and all statutory requirements which may from time to time be in force relating to the consumption of alcohol at football grounds and otherwise;
 - 5.6.2 not take any drinks whatsoever on to the balcony of an Executive Box or elsewhere from any facility of a Hospitality Package into any other part of the Ground either before, after or during the Designated Match and shall comply with the licensing requirements as issued by the Metropolitan Police and the relevant licensing authorities;
 - 5.6.3 not stand on the balcony of an Executive Box during play and shall not drape any scarves, banners or advertising materials from any such balcony;
 - 5.6.4 at all times act in the best interest of the Club;
 - 5.6.5 comply with all reasonable instructions issued by the Club from time to time;
 - 5.6.6 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;
 - 5.6.7 at all times comply with the Terms and Conditions of Entry (and ensure that you make your Guests aware of the Terms and Conditions of Entry). The Club reserves the right to refuse admission to the Ground of any person who is found to be in breach of the Terms and Conditions of Entry and in such event shall not be liable to make any refund or rebate;

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- 5.6.8 at all times use the facilities of the Hospitality Package 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 (for the avoidance of any doubt, this shall include acting at all times in a respectful manner to the opposition team's supporters, directors, Guests and employees). The Club will not permit drunkenness within the Ground and will refuse to serve alcohol to intoxicated persons;
- 5.6.9 not smoke within the Ground or the facilities provided with the Hospitality Package; this includes e-cigarettes and similar devices;
- 5.6.10 not do anything that will or might constitute a breach of any statutory requirement affecting the Ground or any facilities provided for your use with your Hospitality Package that will or might wholly or partly vitiate any insurance created in respect of those areas from time to time;
- 5.6.11 not to bring more Guests than the total number permitted by the tickets/passes issued to you under this Agreement and not permit minors to be unaccompanied in any of the facilities of the Hospitality Package (including an Executive Box) or within the Ground; and
- 5.6.12 ensure all Guests enjoying the Hospitality Package and using the facilities provided adhere to the Club's dress code, which shall be smart casual and shall exclude the wearing of replica Club shirts and trainers. Any persons who do not, in the reasonable opinion of the Club, comply with the relevant dress code will not be admitted until this condition has been complied with to the reasonable satisfaction of the Club.
- 5.7 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 or your Guests in breach of this Agreement.
- 5.8 The Club shall use reasonable endeavours to provide the Hospitality Package. In the event that:
- 5.8.1 any or all of the parts of a Hospitality Package are not available, then the Club shall not be deemed to be in breach of this Agreement (provided that the Club offers you an alternative hospitality package that is of at least equal financial value (in the sole opinion of the Club) as the Hospitality Package. The Club shall not be responsible for any loss or damage suffered by you or your Guests howsoever caused resulting from the Hospitality Package not being available to you for any reason outside the reasonable control of the Club, and
- 5.8.2 the Club due to organisational or operational reasons the Club wishes to make revisions or amendments to the location of the hospitality facility within the Ground to be provided in the Hospitality Package, then the Club shall not be deemed to be in breach of this Agreement provided that the Club offers you an alternative location of the hospitality facility within the Ground that is of at least equal financial value (in the sole opinion of the Club) as the original location in the Hospitality Package.
- 5.9 Without prejudice to the provisions of condition 5.8, if any facility of the Hospitality Package shall be damaged or destroyed by reasons outside of the reasonable control of either you or the Club so as to be unfit for occupation and/or use, then at the sole discretion of the Club the Club shall either:
- 5.9.1 repay you a fair proportion (to be determined by the Club acting reasonably) of the Charges paid by you; or
- 5.9.2 provide an alternative seat or hospitality package (as applicable) of the same or substantially the same value,
- notwithstanding the foregoing, the Club shall not be liable to you (by way of reimbursement of any or all of the Charge, compensation or otherwise) in the event of such damage or destruction.

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- 5.10 Under no circumstances will you be entitled to any refund of the Charge in the event that any Hospitality Package is only partly used for a Designated Match or is not used at all during a Designated Match.
- 5.11 The Club reserves the right to make reasonable revisions amendments or additions to these conditions and any such revisions amendments or additions shall be deemed to be incorporated herein upon written notice by the Club to you.

6 TICKET CONDITIONS

- 6.1 The permission to use and receive the Hospitality Package in the manner set out in this Agreement is personal to you for your use and your Guests. You and your Guests shall not sell, dispose of, assign, transfer or otherwise deal with the permission to use and receive the Hospitality Package or the benefit of the same to any other person without the prior written consent of the Club. The reference to selling the tickets to the Designated Match includes: (a) offering to sell a ticket (including, without limitation, via any website or online auction site); (b) exposing a ticket for sale; (c) making a ticket available for sale by another person; (d) advertising that a ticket is available for purchase, which for the avoidance of doubt (and by way of example only) means that the tickets may not be offered as a prize in any promotion or competition; (e) transferring, lending or selling a ticket to any third party as part of a hospitality or travel package; and (f) giving (or offering to give) a ticket to a person who pays or agrees to pay for some other goods or services (or offers to do so); all save as expressly authorised by the Premier League or Football League (as relevant) or the Club.
- 6.2 The unauthorised sale or disposal of a ticket to the Designated Match may amount to a criminal offence under section 166 of the Criminal Justice and Public Order Act 1994, as amended by the Violent Crime Reduction Act 2006. The Club will inform the police when it becomes aware that a match ticket has been sold, or disposed of illegally and will press for charges to be brought against those breaking this law. If you or a Guest is convicted of a ticket touting offence, or the Club reasonably suspect that you or a Guest has committed such an offence, the Club will notify the Premier League or Football League (as relevant) who may in turn notify other football clubs, event holders and/or the relevant law enforcement authorities. The information that the Club shares may include your and/or your Guests' personal data, information about the offence and about ticket purchases (including payment details). The Club will use this to identify and prevent ticket touting offences and disorder at matches.
- 6.3 All Designated Matches are played in accordance with the relevant rules of the appropriate football governing body.

7 TERMINATION

Without prejudice to any other remedies it may have, the Club shall have the right to immediately cancel, withdraw or suspend (for such period(s) as the Club considers reasonable) any or all of the Benefits set out in this Agreement or terminate this Agreement, if:

- 7.1 at any time you or any of your Guests fail to comply with any part of this Agreement including without limitation the Terms and Conditions of Entry;
- 7.2 you or any your Guests have been convicted of a criminal offence under the Football (Offences) Act 1991, or the Football Spectators Act 1989 prior to the Designated Match;
- 7.3 you, or any of your Guests, attempt to admit people to the Hospitality Package facility who do not have a ticket/pass or any person is found in the Hospitality Package facility without a valid ticket/pass during any Designated Match;
- 7.4 you fail to pay any sum due to the Club on the due date for payment;
- 7.5 you or any of your Guests, in the reasonable opinion of the Club, have brought the Club and/or one of the Club's sponsors into disrepute or tarnished the image of the Club and/or one of the Club's sponsors; and/or

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7.6 you or your Guests acts or omissions may, in the Club's reasonable opinion, harm the commercial interests or reputation of the Club.

8 CHANGES TO DATES

8.1 You will not receive any refund if access to the Hospitality Package and its facilities is suspended or cancelled pursuant to Condition 7.

8.2 No guarantees can be given by the Club that the Match will take place at a particular time or on a particular date. The Club reserves the right to alter its advertised fixtures without notice or liability including (but not limited to) any loss, damage or expense (including any indirect or consequential loss or damage, loss of enjoyment or travel costs) arising out of or in connection with a Designated Match being cancelled, postponed, curtailed or abandoned or rearranged for any reason, including due to rescheduling of fixtures, football rules and regulations, weather, government action, strike, civil commotion, national disaster, for health and safety reasons or otherwise due to circumstances beyond the reasonable control of the Club. In the event of any fixture changes the Club will honour your Booking for the revised fixture or, at your option and subject to availability, transfer your Hospitality Package to another fixture of the same category.

9 DATA PROTECTION AND INFORMATION ABOUT YOU

9.1 You and your Guests acknowledge that data that is collected from you and them and provided by you and them regarding their use and receipt of any Hospitality Package will be collected, stored and used by the Club in accordance with the Data Protection act 1998 and the Club's Privacy Policy which is available at www.cafc.co.uk. The Club may share information regarding you and your Guests with the Metropolitan Police in order to prevent and reduce crime and/or to assist them in investigating and or/prosecuting offenders or suspected offenders.

9.2 You and your Guests acknowledge that photographic images and/or audio, visual and/or audio-visual recordings and/or feeds (and/or stills taken therefrom) may be taken of them and may also be used, by way of example and without limitation, in televised coverage of the game and/or for promotional, training, editorial or marketing purposes by the Club, the Premier League, or others (including commercial partners and accredited media organisations), and use of any Hospitality Package facility and/or ticket to enter the Ground constitutes consent to such use.

10 LIMIT OF LIABILITY

To the maximum extent permitted by law, and except in relation to death or personal injury resulting from the Club's or its employees negligence, for fraud or fraudulent misrepresentation or for any other liability which the Club is unable to limit or exclude under English law, the Club expressly excludes its liability for:

10.1 any loss, damage or injury suffered by you or your Guests as a result of the exercise by the Club of its rights under this Agreement;

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

10.3 any indirect, incidental, special or consequential liability howsoever caused;

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- 10.4 any loss of profits, loss of use, loss of opportunity or loss of revenue;
- 10.5 any interruptions and/or restrictions to the view of the Designated Match caused by virtue of the position of the seat and/or the actions of other spectators;
- 10.6 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
- 10.7 any failure to provide or delay in providing facilities, food or drink in Executive Boxes and other Hospitality Package facilities which arise as a result of events or matters outside its control.

11 GENERAL

- 11.1 You shall not transfer or assign the whole or any part of this Agreement or the rights and obligations under it without the prior written consent of the Club, such consent not to be unreasonably withheld. For the avoidance of doubt, this includes a prohibition on you using the Hospitality Package and/or the facilities included with that for any commercial purpose beyond that which would be regarded as normal hospitality.
- 11.2 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.
- 11.3 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.
- 11.4 The parties do not intend this Agreement to confer any rights on any third party nor do they intend that this Agreement should be enforceable by any person not a party to this Agreement in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.
- 11.5 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 (including in relation to any non-contractual disputes or claims).