



Plymouth Argyle Football Club Ltd
Home Park, Plymouth, PL2 3DQ

Terms and Conditions - Match-Day Hospitality Season 2018/19

1. The Contract

- (a) The Agreement is made between Plymouth Argyle Football Club Limited (PAFC) and the Client on the terms and conditions set out herein.
- (b) Bookings cannot be confirmed by PAFC until payment has been received from the Client. Only upon receipt of confirmation from PAFC shall there be a binding contract.
- (c) Hospitality Packages are subject to availability.
- (d) The Client shall be deemed to have accepted these terms and conditions which shall govern the provision of the Services to the exclusion of any other terms and conditions. If there is any inconsistency between any of the provisions of these terms and conditions and the provisions of any other of PAFC's rules, terms and conditions or regulations, the provisions of these terms and conditions shall prevail.
- (e) The Agreement will apply to the exclusion of, and will prevail over all other terms and conditions, and in particular any terms and conditions that the Client may seek to impose on PAFC.

2. Definitions

- (a) "Client" means the person, business or company named.
- (b) "Suite" means the Hospitality Suite whereby the Hospitality Package takes place.
- (c) "Ground" means Home Park, Plymouth, PL2 3DQ.
- (d) "Hospitality Package" means the hospitality package for the Match/Event.
- (e) "Hospitality Package Price" means the total price for the Hospitality Package as stated upon booking.
- (f) "Match" means the football match to be held at the Ground on the day.
- (g) "Event" means the non match-day event taking place at the Ground on the day.
- (h) "Season" means the 2017-18 Football League Season

3. Prices and Payment Terms

- (a) Deposits cannot be taken to reserve Hospitality therefore the booking is not guaranteed until payment has been made in full. Invoices can be raised and payment can be made by cheque, BACS, CHAPS, cash or credit/debit card. Cheque payments can only be accepted no later than 14 days before the given fixture the client will be booking. If a client is booking a game within 7 days of the game date then payment must be made in full by either cash, credit/debit card payments or CHAPS so that the Club has cleared funds before the game takes place. (Please note that PAFC does not take American Express).
- (b) Tickets for the Match supplied as part of the Hospitality Package shall not be sent to the Client until the total Hospitality Package Price or amounts due under contract at the date of the match (plus VAT) has been received in full by PAFC.
- (c) If these time limits in this clause (3) are not adhered to, PAFC, at its sole discretion, reserves the right to either cancel or reallocate all bookings without prior reference to the Client. PAFC reserves the right to charge business clients interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 in case this allows for a higher rate of interest.
- (d) All Hospitality Package Prices quoted are exclusive of VAT which shall be payable to PAFC at the rate(s) applicable under English and Welsh law and prevailing at the date of booking.
- (e) Personal data will be processed by and on behalf of PAFC.

4. Cancellations and amendments by the Client

- (a) Alterations of bookings will be accepted at the sole discretion of PAFC.
- (b) In the event that the Client wishes to alter or cancel the booking any such alteration or cancellation must be confirmed in writing to PAFC. On receipt by PAFC of any cancellation instruction, the following terms and scale of cancellation charges will be applied:
 - (i) Cancellation by the Client will only be valid if made in writing and will be effective from the date the notice is received in the office of PAFC;
 - (ii) If the Client cancels a booking up to and including 14 days before the Match, PAFC shall be entitled to retain 20% of the Hospitality Package price (plus VAT).
 - (iii) If the Client cancels a booking within 14 days of the Match, PAFC shall be entitled to retain 100% of the Hospitality Package Price (plus VAT).

The sums stipulated in this clause represent liquidated damages to compensate PAFC for all losses incurred as a result of such cancellation and the parties acknowledge that they comprise reasonable pre-estimates of actual loss. Insofar as not already received, payments are due within 14 days of cancellation.

5. Cancellations or curtailment by PAFC

- (a) PAFC shall not be liable for any loss, damage or expense as a result of the Match being cancelled, postponed, curtailed or subject to a change of schedule because of rescheduling of fixtures, football rules or regulations, weather, government action, strike, civil commotion, national disaster or other force majeure or cause beyond the reasonable control of PAFC or for any other reason through no fault of PAFC.



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(b) In the event that the Match is cancelled or postponed, or PAFC cannot provide the Hospitality Package to the Client for any reason, PAFC agrees to offer the Client: (i) the option of an alternative hospitality package of a comparable standard to the Hospitality Package; or (ii) a full refund of all and any payment made by the Client in circumstances where there is no alternative package available, or where such alternative package is unacceptable for reasonable causes, provided that the Client gives written notice to PAFC to this effect within 48 hours of notification of the alternative package proposed. The Client accepts that either an alternative package or repayment shall be in full and final settlement of all claims in respect of the cancelled booking; PAFC shall have no further liability.

6. Liability

(a) PAFC shall have no liability for any Client or any of its guests (other than liability for death or personal injury arising from the negligence of PAFC) for any loss or damage of any nature arising from any breach of any express or implied warranty, term or condition of the Agreement or any negligence, breach of statutory or other duty on the part of PAFC or in any other way arising out of or in connection with the performance or purported performance of or failure to perform the Agreement, except in accordance with these Hospitality Terms and Conditions.

(b) In any event, PAFC shall not be liable for:

- (i) any loss of profits, goodwill, or any consequential loss or damage.
- (ii) any loss or damage in excess of the Hospitality Package Price.

(c) No liability is accepted by PAFC for any acts or omissions on the part of any of its suppliers, subcontractors or agents, except to the extent where PAFC has direct control over such supplier, subcontractor or agent, and whose own conditions of trading shall be deemed to be accepted by the Client.

(d) The Client shall indemnify PAFC from and against all claims, costs demands, fines and expenses including legal fees which arise as a result of actions or omissions of the Client or any of its parties including, without limitation, in respect of any damage to the Ground caused by the Client or its guests.

(e) PAFC has no responsibility for any property or personal effects at the Match.

7. Advertised Hospitality Packages

Whilst every reasonable effort will be made to ensure the services are provided as advertised, PAFC reserve the right to change the Hospitality Package (including but not limited to, timings and prices), and arrangements, as long as in the opinion of PAFC, it does not materially change the substance of the Hospitality Package. The client is purchasing the Hospitality Package and not the Suite or Executive Box therefore the location of the Hospitality Package is subject to change. Car Parking is subject to availability and is not part of the advertised Hospitality Package. If Car Parking should become available, this will be distributed at the Clubs discretion.

8. Ticket Conditions

(a) The Client agrees to abide by all rules and conditions imposed by PAFC, relating to the Match and the Ground including, without limitation, any and all conditions of sale applicable to tickets for the Match, the ground regulations (as referred to in clause 8 (f) below), as well as any other rules relating to attendance of the Match. The tickets in the Hospitality Packages sold are subject to PAFC ticketing terms and conditions in force at the time of booking and as amended from time to time.

(b) The Client is expressly and unconditionally forbidden to resell, or allow for resale by any of its own staff or clients any badges, admission tickets or any other elements of the Hospitality Package purchased without PAFC's express written consent.

(c) Hospitality Packages and tickets therein shall not be used as competition prizes, trade incentives or other commercial purpose, nor may they be used in raffles, tombolas, lotteries or draws whether for commercial or charitable purposes without the prior written consent of PAFC which may withhold such consent at its sole discretion.

(d) Hospitality Packages and tickets therein shall not be resold or transferred save as set out herein and shall not be purchased or obtained from or through any commercial agent or company or otherwise than directly from PAFC or an official agent. Any Hospitality Packages or tickets obtained in breach of these conditions shall be void and all rights conferred or evidenced by such tickets shall be nullified. Any person seeking to use a ticket in breach of these conditions in order to gain or provide entry to or remain at an Match will be liable to be refused admission to or be ejected from the Ground and may be liable to legal action.

(e) The tickets supplied as part of the Hospitality Packages shall at all times remain the property of PAFC.

(f) As a condition of admission all Clients and their guests will be subject to PAFC's ground regulations in force at the time of booking and as amended from time to time. The Client's attention is drawn to the following ground regulations:

Regulation 7:

The use of threatening behaviour, foul or abusive language is strictly forbidden and will result in arrest and/or ejection from the ground.

Regulation 12:

Under the Sporting Events (Control of Alcohol etc) Act 1985, the following are offences for which a person can be arrested by a police officer and conviction could result in a Banning Order being made:

12.1 Attempting to enter the Ground or being inside the ground whilst drunk.

12.2 Being in possession of any intoxicating liquor, bottle, can or any other portable container which could cause damage or personal injury when entering the Ground or in a public area of the Ground from which the event can be directly viewed.

Regulation 18:

The Club reserves absolutely the right to eject from the Ground any person failing to comply with any of the Ground regulations or whose presence within the Ground is, or could, reasonably be constructed as constituting a source of danger, nuisance or annoyance to any other person.

(g) No food or drink is permitted to be brought into the Ground by the Client and/or each of its guests and invitees.

9. Etiquette





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- (a) Whilst PAFC accepts that some of the Client's guests may favour the visiting team, the corporate seats available to the Client as part of the Hospitality Package are within the home supporter's area. Away colours are not permitted within any hospitality areas.
- (b) The Client shall be responsible for ensuring the good and orderly behaviour of all of its guests and invitees whilst at the Ground and during the Match. If any person within the Client's party behaves in a loud, disorderly, unruly or abusive manner or draws attention to themselves in their viewing seats, then the Client, immediately after being asked to do so by a representative of PAFC, shall procure that its guest(s) shall leave the Ground.
- (c) PAFC reserves the right to exclude or eject any person from an event if, in its opinion, their behaviour is likely to cause distress, damage or annoyance to other people or property. PAFC shall not compensate any person in any way in respect of such removal or requirement to leave the Ground.
- (d) PAFC reserves the right to charge the Client the cost of rectifying damage caused by the deliberate, negligent or reckless act of the Client or any of its guests or invitees to PAFC's hospitality suite or property. Should this damage come to light after the Client and/or guest or invitee has departed, PAFC reserves the right to make a charge to the Client's credit/debit card, or send an invoice to the Client's address.
- (e) PAFC operates a smart casual dress code within its hospitality areas. PAFC reserves the right to refuse admission to any person wearing inappropriate items of clothing and/or footwear or to require any such person to leave the Ground. PAFC shall not compensate any person in any way in respect of such refusal or requirement to leave the Ground or Hospitality areas. Children under 13 years of age are exempt from the dress code.
- (f) The Client's right to use any hospitality suite or hospitality area at the Ground will be solely for the time period informed to the Client by PAFC. The Client shall be responsible for ensuring that all of its guests and invitees vacate the hospitality suite or hospitality area and the Ground by the time stipulated by PAFC.

10. Use of marks

The Client may not use any intellectual property, trademarks, names (including nicknames) or logos of PAFC or any of its associated group companies, or images of the Ground or PAFC's players, or claim any association with PAFC without PAFC's prior written consent.

11. General

- (a) This Agreement sets out the entire agreement between PAFC and the Client. It supersedes any prior proposal, assurance, agreement, understanding or arrangement, whether oral or written, between PAFC and the Client, in relation to bookings that they apply to. All other guarantees, warranties, representations or conditions whether expressed or implied howsoever are excluded and hereby negated.
- (b) Any breach of this Agreement by any of the Client's guests or invitees shall be deemed to be a breach of this Agreement by the Client.
- (c) Should any part of this Agreement for any reason prove ineffective or unenforceable that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity of the remaining terms and conditions shall not be affected and shall be enforceable. If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- (d) No delay or omission on the part of PAFC in exercising any right, power or remedy provided by law shall impair such right, power or remedy, or operate as a waiver thereof.
- (e) No alterations to the Agreement made between the Client and PAFC for the booking, sale and use of any Hospitality Package(s), may be made except with the express written consent of PAFC.
- (f) PAFC shall be entitled to assign or sub-contract any of its rights, benefits and interests in or under the Agreement to any third Parties. The Client shall not assign, transfer or charge the benefits of the Hospitality Package(s) without the express written consent of PAFC.
- (g) The headings in this Agreement are inserted only for convenience and shall not affect their construction.
- (h) The Agreement and any disputes under it shall be governed and construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English and Welsh courts and the Client shall irrevocably submit to the exclusive jurisdiction of the courts of England & Wales.



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