



PLAY ON PITCH 2016: TERMS AND CONDITIONS

1 MEANINGS

Certain words and expressions used in these Conditions are defined in clause 1.1. If there is a conflict or inconsistency between these Conditions and any provision contained in the Booking Form, then unless otherwise stated in the Booking Form, the Booking Form takes priority to the extent of the inconsistency.

1.1 In the Agreement, unless the context requires otherwise, the following definitions shall apply:

Agreement	the agreement between ourselves and yourself comprised of the Booking Form and these Conditions;
Booking	the Customer's booking of the Event, as set out in the Booking Form;
Booking Form	the booking form submitted by the Customer to SAFC containing details, dates and times of the Event;
Conditions	these terms and conditions as amended from time to time in accordance with clause 2.2 ;
Customer ("you", "your")	means the natural person or corporate body named on the Booking Form;
Event	the "Play on Pitch" event, detailed in the Booking Form;
Fee	the fee specified in the Booking Form;
Guests	all persons attending the Event (whether with or without the Customer's express permission);
Losses	means losses, claims, demands, actions, expenses and damages;
SAFC ("we", "our", "us")	means Sunderland Association Football Club Limited; and
Venue	the Stadium of Light, Sunderland, SR5 1SU.

2 ACCEPTANCE OF THESE CONDITIONS

2.1 When you make a Booking, that Booking shall represent an offer by you to book the Event and you agree to be bound by these Conditions. Your Booking will only be accepted by us when we provide you with a written booking confirmation, at which point a binding Agreement will be created between you and us.

2.2 We may update or amend these Conditions at any time, and we shall notify you of any changes.

2.3 When making the Booking you confirm that you are at least 18 years of age and are capable of entering into the Agreement. If the Booking is made for, or on behalf of, a minor the Agreement remains between us and the responsible adult making the Booking.

3 VENUE ACCESS

3.1 You and up to a maximum of 17 Guests may enter the Venue only for the purposes of the Event, and shall only enter such parts of the Venue that we expressly authorise you to enter on the day of the Event.

- 3.2 You and your Guests must leave the Venue by the agreed time, as stated on the Booking Form.
- 3.3 No legal or equitable interest in the Venue, or any part of it, is created by this Agreement and you must respect our use and continued occupation of the Venue.
- 3.4 Nothing in this Agreement:
- 3.4.1 grants you the right to the exclusive possession of the Venue, or any part of it;
 - 3.4.2 grants you the right to exclude us from the Venue, or any part of it; or
 - 3.4.3 shall create a relationship of landlord and tenant between you and us.
- 3.5 You shall be responsible for ensuring that the Venue is kept in good order, and that no damage is caused to the Venue, or any part of it. If any damage is caused to the Venue which is caused by you or your Guests, you must immediately report this to us and you agree to fully compensate us for the damage caused. We will undertake the relevant repairs and charge you for all costs incurred in respect of such repairs.

4 PRICE AND PAYMENT

- 4.1 The Fee for the Event is set out in the Booking Form.
- 4.2 For the avoidance of doubt, the Fee stated is exclusive of VAT (unless otherwise stated on the Booking Form), which is payable by you in addition to the Fee.
- 4.3 Once we issue an invoice to you in respect of the Fee, you must make full payment to us by no later than 30 days before the Event. Upon confirming your Booking, we may require you to pay us a deposit and we will issue you an invoice in respect of that deposit. If you do not make payment of the deposit by the due date stated on the invoice, we may cancel the Agreement by writing to you.
- 4.4 In the event that any payment owed by you to us is late, we may charge you interest at a daily rate for the time being of 4% above the Bank of England's base rate until such time as full payment is received.
- 4.5 In the event of any agreed payment not having been received by the due date, we reserve the right to refuse you and your Guests admission to the Venue.
- 4.6 If you think an invoice issued to you in respect of the Event is wrong, please contact us promptly to let us know.

5 CHANGING THE DATE OR TIME OF THE EVENT

If following your Booking you wish to change the date and/or time of the Event, please contact us to do so. We will try to change the date and/or time to meet your requirements, however this will be subject to availability of the Venue and we shall be under no obligation to change the date and/or time of the Event.

6 CONDUCT

- 6.1 It is important that an appropriate standard of behaviour is observed during the Event. By making a Booking, you thereby agree that you will comply with the Stadium of Light Ground Regulations ("Ground Regulations"), (a copy of which is supplied with these Conditions) and all other rules, regulations and conduct policies that we have in force from time to time.

- 6.2 You are also responsible for the behaviour of your Guests and you must ensure that your Guests also comply with the Ground Regulations and any other rules, regulations and conduct policies that we have in force from time to time (including the provisions of this clause 6).
- 6.3 We reserve the right to refuse access to the Venue to any person who in our reasonable belief is:
- 6.3.1 behaving in an inappropriate or abusive manner, or who may bring our good name into disrepute; or
 - 6.3.2 under the influence of alcohol and/or illegal substances.
- 6.4 You accept that if you or any of your Guests are deemed to be acting in an unreasonable or inappropriate manner during the Event then you may be asked to leave the Venue. An unreasonable or inappropriate manner includes, but is not limited to, verbal (including racial and homophobic) and physical abuse towards any person, including our staff and other Guests.
- 6.5 Smoking is prohibited within the whole of the Venue.

7 SAFETY

- 7.1 Before the Event starts you, and all of your Guests, agree to sign the "Team Disclosure Form" which we will provide to you. If you or any Guest does not sign the "Team Disclosure Form" then such person shall not be permitted to participate in the Event.
- 7.2 You acknowledge that part of the Event involves the playing of a football match, and as such you and your Guests will participate in such match in a manner which shall not endanger the health and safety of all other persons participating in the match.
- 7.3 You agree that you and your Guests will follow the instructions of the match officials at all times, and that any decision of a match official is final.
- 7.4 If you or your Guests do not comply with the obligations described in clauses 7.2 or 7.3 then we reserve the right to ask you to leave the Venue.

8 FOOD ALLERGEN

- 8.1 All food products provided at the Venue are subject to the Food Information Regulation 1169/2011 (as amended from time to time) (the "Regulation"). We acknowledge and understand that the Regulation has identified 14 key allergens that consumers need to be aware of with food produce including pre-packed and non-pre-packed food.
- 8.2 We agree to adhere to the Regulation at all times. However, we require you and your Guests to identify any allergy to us before the Event. Allergies should be notified to us on the "Team Disclosure Form".
- 8.3 We shall accept no liability for any accident, injury, death or claim that should arise in relation to the Regulation should you fail to notify us of any allergy before the Event.

9 NO RESALE

You acknowledge that your right to use the Venue for the Event under the Agreement is personal to you, and you shall not be permitted to sell your right to participate in the Event to any third party without our express written permission.

10 INDEMNITY AND INSURANCE

10.1 You agree to indemnify and hold harmless (compensate) SAFC, its officers, employees, and agents from and against all Losses SAFC incurs in contract, tort or otherwise arising out of or in connection with your use of the Venue for the Event, in respect of:

10.1.1 any personal injury to, or the death of, any person; and

10.1.2 any loss or theft of, or damage to, any property of any person

caused by your breach of this Agreement, or your negligence.

10.2 For the avoidance of doubt, clause 10.1 shall not apply if the Loss suffered by SAFC was caused by SAFC's negligence.

10.3 You agree to ask each of your Guests to sign the Team Disclosure Form which contains an indemnity of the same nature as the one you are providing. We reserve the right to refuse any Guest who does not sign the Team Disclosure Form the right to participate in the Event.

10.4 If you are entering into the Agreement in the course of a business you agree to maintain in force with a reputable insurance company public liability insurance for the duration of the Event.

11 LIABILITY TO BUSINESSES

If you are entering into the Agreement in the course of a business, this clause 11 shall apply and clause 12 shall not apply.

11.1 Nothing in this Agreement shall exclude or limit SAFC's liability for death or personal injury resulting from SAFC's negligence, fraud or fraudulent misrepresentation, or any other liability to the extent that it cannot be excluded or limited by law.

11.2 In no event shall SAFC be liable to the Customer whether in contract, tort (including negligence) or otherwise for:

the death of, or any personal injury to; or

the loss or theft of, or damage to any property belonging to

you which is not caused by SAFC's breach of this Agreement or SAFC's negligence.

11.3 Subject to clauses 11.1 and 11.2, in no event shall SAFC be liable to the Customer whether in contract, tort (including negligence), breach of statutory duty or otherwise for any loss of profit, loss of goodwill, loss of business, loss of business opportunity, loss of anticipated savings, loss or damage to data or for any consequential or indirect damage suffered by the Customer that arises under or in connection with this Agreement.

11.4 Subject to clauses 8.3, 11.1, 11.2, and 11.3 SAFC's total liability arising under or in connection with this Agreement, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise shall not exceed an amount equal to the Fee payable under this Agreement.

12 LIABILITY TO CONSUMERS

If you are entering into this Agreement as a “consumer” as defined by the Consumer Rights Act 2015, this clause 12 shall apply and clause 11 shall not apply.

- 12.1 Nothing in this Agreement excludes or limits our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation, or any other liability to the extent that it cannot be excluded or limited by law.
- 12.2 We shall not be liable to you, whether in contract, tort (including negligence) or otherwise for:
- 12.2.1 the death of, or personal injury to; or
 - 12.2.2 the loss or theft of, or damage to any property belonging to you which is not attributable to our breach of this Agreement or our negligence.
- 12.3 Subject to clauses 8.3, 12.1, and 12.2 if we fail to comply with the terms of the Agreement, we will be responsible for loss or damage suffered by you that is a foreseeable result of our breach of the Agreement, or our negligence, but we shall not be responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of breach or if they were contemplated by both parties at the time the Agreement was entered into.

13 OUR RIGHT TO END THE AGREEMENT

- 13.1 We may end the Agreement at any time by writing to you if any of the following occur:
- 13.1.1 you fail to pay any invoice issued by us by the payment date, and you still do not make payment within 14 days of us reminding you that payment is due;
 - 13.1.2 you commit a serious breach of the Agreement;
 - 13.1.3 we enter into any other agreement with a third party which would prevent the Venue being available for the Event; or
 - 13.1.4 an event occurs outside of our reasonable control which prevents us from meeting our obligations under the Agreement,
- provided that if we end the Agreement because of the situations described in clauses 13.1.3 or 13.1.4 we will refund you the Fee (or any part of the Fee that you have paid to us at the date we end the Agreement).
- 13.2 If the Customer (you) is/are a company, in addition to our rights to end the Agreement described above at clause 13.1, we may end the Agreement at any time by writing to you if:
- 13.2.1 you enter into a voluntary arrangement with creditors or if you become subject to an administrative order or go into liquidation (other than for the purpose of reconstruction or amalgamation) or if papers are filed at court seeking a moratorium as per Schedule 1A of the Insolvency Act 2000;
 - 13.2.2 an administrator, administrative receiver or receiver is appointed in respect of all or part of your assets; or
 - 13.2.3 you cease, or threaten to cease to carry on business.

14 YOUR RIGHT TO END THE AGREEMENT

- 14.1 You may contact us at any time to end the Agreement, but in some circumstances we may charge you certain sums for doing so, as described below.
- 14.2 You may end the Agreement at any time if an event occurs outside of your reasonable control which prevents you from meeting your obligations under the Agreement.
- 14.3 If you are ending the Agreement for a reason set out in this clause 14.3, the Agreement will end immediately and we will refund you the Fee (or any part of the Fee that you have paid to us at the date we end the Agreement). The relevant reasons are:
- 14.3.1 we have told you about an upcoming change in these Conditions which you do not agree to;
 - 14.3.2 we have told you about an error regarding the Fee and you do not wish to proceed;
 - 14.3.3 you are ending the agreement within 7 days of the date that we issued written confirmation of your Booking; or
 - 14.3.4 you have a legal right to end the Agreement because of something we have done wrong.
- 14.4 If you are not ending the Agreement for any of the reasons described in clause 14.3, the Agreement will end immediately but in such circumstances you will be liable to pay the following cancellation fees:
- 14.4.1 10% of the Fee if the cancellation is 61 or more days before the Event;
 - 14.4.2 45% of the Fee if the cancellation is 45 or more, but less than 61, days before the Event;
 - 14.4.3 75% of the Fee if the cancellation is 28 or more, but less than 45, days before the Event; or
 - 14.4.4 100% of the Fee if the cancellation is less than 28 days before the Event.
- If you have already paid us the Fee (or any part of it) prior to cancelling the Agreement then we shall be entitled to retain a portion of the Fee equal to the amounts stated above (as applicable), and we shall refund you the balance. For the avoidance of doubt, if you cancel the agreement due to the reason described in clause 14.3.3 then the fees described in this clause 14.4 shall not apply.

15 GENERAL

- 15.1 Except as provided in this Agreement, this Agreement does not create, confer or purport to confer any benefit or right enforceable by any person not a party to it.
- 15.2 Subject to providing written notification to you, we may transfer our rights and obligations under the Agreement to another organization (and such transfer shall not affect your rights or our obligations under the Agreement).
- 15.3 You shall not, without our prior written consent, transfer your rights and obligations under the Agreement.
- 15.4 Nothing in the Agreement shall create a partnership between you and us.
- 15.5 If you have entered into the Agreement as a “consumer” as defined by the Consumer Rights Act 2015, nothing in this Agreement shall adversely affect your consumer rights.

- 15.6 Each clause of the Agreement operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
- 15.7 If we fail to insist that you perform any of your obligations under the Agreement, do not enforce our rights against you, or delay in enforcing such rights, this will not mean that we have waived our rights against you, and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that it will automatically waive any later default by you.
- 15.8 The Agreement is governed by English law. Both parties agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.