



Exeter City Football Club Venue Booking Terms and Conditions

1. Definitions

- 1.1 In these terms and conditions, the following words and phrases shall have the following meaning:
- `ECFC' means Exeter City Football Club
 - `Client' Means the person(s), firm or company stated on the Event Booking Form
 - `Booking' means the agreed contract between the parties as set out on the Event Booking Form and these terms and conditions.
 - `Payment Due Date' means the date for payments as agreed in the payment schedule
 - `Deposit' means the 10% non-refundable payment based on the Full Amount + VAT on the Event Booking Form
 - `Balance' means the Price of the Event less any Deposit received by ECFC
 - `Contractor' means any third party attending the Event pursuant to clause 6
 - `Guest' means any person including any Contractor who attends the Event other than ECFC staff
 - `Premises' means the whole of St James Park including the car parking
 - `Property' means any property within the Premises

2. Booking

- 2.1 ECFC will make the Room(s) available to the Client for the Event on the Date of Event, subject to these terms and conditions and the Event Booking Form
- 2.2 ECFC will provide the services necessary for the Event including any catering and bar staff as agreed between the parties as set out in the Event Booking Form
- 2.3 The booking is only confirmed once the Client has paid the balance the Event Booking invoice to ECFC. If the balance is not paid at least 30 days after booking the Event, ECFC may cancel the provisional booking.
- 2.4 Full payment for the Event must be received no later than 30 days after the Booking is made, or Full payment on booking if booked within 30 days of the Event.
- 2.5 ECFC reserve the right to cancel the booking if payment is not received by the agreed due dates

3. Guests

- 3.1 The Client shall inform ECFC of its estimated number of attendees for the Event no later than 14 days before the event (which shall not be less than the Minimum Number of Guests).
- 3.2 The total number of Guests at the Event must not exceed the maximum capacity for the room(s).
- 3.3 The Client warrants that none of the Guests have any food allergies or medical conditions that should reasonably be brought to the attention of ECFC other than those stated on the Event Booking Form.
- 3.4 The Client Shall, and ensure that each Guests shall:
- 3.4.1 At all times behave in an appropriate and non-abusive manner.
 - 3.4.2 Not cause any damage to the Property or the Premises or Property of the Guests
 - 3.4.3 Not attach any materials or products to any parts of the Premises and will not use any blu tac, Sellotape, adhesive, drawing pins, or similar in the Premises or on the Property
 - 3.4.4 Not smoke within the Premises other than in designated smoking areas
 - 3.4.5 Not bring onto the Premises, or consume, any alcohol other than that provided by ECFC. ECFC or its agents may confiscate from any Guest (and retain) any alcohol not purchased from ECFC
 - 3.4.6 Not bring onto the Premises, or consume, any food other than that provided by ECFC
 - 3.4.7 Not use plastic or paper confetti.
 - 3.4.8 Comply with all ECFC health and safety requirements and reasonable instructions.

4. Price / Payment

- 4.1 The Client shall pay ECFC as agreed in the Event Booking Form
- 4.2 The Client shall pay the Full Balance on or before 30 days before the Event.
- 4.3 ECFC may charge interest on any overdue sums due from the Clients at the current Bank of England base rate
- 4.4 ECFC reserves the right to change any of its prices on reasonable notice to the Client to reflect any price changes imposed on ECFC by a supplier.
- 4.5 Unless otherwise stated all prices quoted are exclusive of VAT, which will be charged at the rate in force

- 4.6** In the event that significant changes are made to an event booking within 72 hours of the Event date, which result in additional charges being incurred by ECFC, including but not limited to additional staffing costs, the Client shall be liable for those additional costs.

5. Cancellation

- 5.1** ECFC may cancel the Booking:
- 5.1.1** If the Client does not pay the Balance by the Balance Due Date
- 5.2** If ECFC cancel the booking in accordance with clause 5.1.2 the Client shall be liable to ECFC as set out in clause 5.6 as through the Client had cancelled the booking on the Balance Due Date
- 5.3** ECFC may cancel the Booking due to any unforeseen or unknown circumstances at the Date of Booking including, but not limited to, sporting fixtures or entertainment events scheduled at the Premises on or around the Date of Event
- 5.4** If ECFC cancel the Booking in accordance with clause 5.3 it shall immediately repay the Client all sums it has received from the Client, but shall not be liable to the Client in any other way
- 5.5** ECFC may cancel the booking immediately if the Client or any of its Guests act in a way during the Event such that ECFC reasonably believe that the safety of Guests or people present (including staff) or the security of the Premises or Property is at risk.
- 5.6** If the Client cancels the Bookings:
- 5.6.1** Within 14 days of the event ECFC will refund 50% of the total balance.
- 5.6.2** Before 14 days ECFC will refund 100% of the total balance.
- 5.7** If either party cancel the Booking, they must immediately notify the other party in writing.

6. Contractors

- 6.1** The Client will not use any outside caterers or supply any food or any nature other than that provided by ECFC or its agents.
- 6.2** If the Client wishes to arrange for any third party (including but not limited to DJs, bands, singers or live acts) to attend the Events it must:
- 6.2.1** Notify ECFC for the third parties' details for approval
- 6.2.2** Provide ECFC with a copy of the third parties public liability insurance (of not less than £1m liability)
- 6.2.3** Ensure that any electrical equipment to be used by the third party has a current PAT certificate. No electrical equipment may be used within the Premises without a current PAT certificate

7. Damage

- 7.1** The Client will be responsible for and liable for all damage to any of the Property or Premises caused during the Event by any Guests
- 7.2** The Client will pay for any excessive levels of cleaning necessary as deemed by ECFC after the Event.

8. Indemnity

- 8.1** The Client shall indemnify ECFC and its directors, officers and employees against all charges, claims, damage, liabilities, proceedings, demands, fines, fees, costs or expenses (including legal costs) including but not limited to, loss of goodwill, loss of profit and loss of opportunity suffered by ECFC directly and indirectly as a result of any breach of these terms and conditions (including warranty given at clause 3.3) and any action or inaction of any Guest.

9. General

- 9.1** The Client will not reproduce the ECFC logo on any material or in any media format without prior written approval
- 9.2** The Client will not advertise the Event has having any association with or endorsement from ECFC beyond being held at the Premises
- 9.3** ECFC does not accept responsibility for any loss of, or damage to, any property of the Client or the Guests.
- 9.4** These terms and conditions shall always apply and may only be varied in the Event Booking Form or as otherwise agreed between the parties in writing
- 9.5** The Booking shall be governed by and construed in accordance with the laws of England and Wales

By paying the invoice, you are confirming your agreement with these Terms and Conditions.