

HOSPITALITY TERMS AND CONDITIONS

The following are the Terms and Conditions on which Reading Football Club Limited ("Club") agree to provide venue and hospitality facilities to customers ("Client").

1 Definitions

1.1	"Agreement"	means these Terms and Conditions and the Booking Form
1.2	"Booking Form"	means the form or other information in any format provided by the Club setting out the Client's booking details incorporating these Terms and Conditions
1.3	"Club"	means The Reading Football Club Limited registered in England and Wales under Company Number 0053703 and whose registered office is at Madejski Stadium, Junction 11 M4, Reading, RG2 0FL
1.4	"Fee"	"means the fee for the Room and the Package specified in the Booking Information including VAT.
1.5	"Guest"	means a person attending a Match as a friend, relative or guest of a Ticket Holder
1.6	"Match"	means Club matches or matches promoted by the Club during which the Package will be provided to the Client as specified on the Booking Form.
1.7	"Hire Period(s)"	means the period(s) during which the Room will be made available to the Client for the Matches as set out on the Booking Form, whether for a single period of a Match or for one or more Seasons
1.8	"Hospitality Opening Hours"	means the period of time during which the Client is entitled to access and use the Room, as from time to time communicated to the Client prior to the Match or publicised generally on the Club website
1.9	"Package"	means the package specified in the Booking Form.
1.10	"Stadium"	means the Madejski Stadium, Bennett, Road, Reading, Berkshire, RG2 0FL
1.11	"Room"	"means the room provided to the Client at the Stadium for use at the Matches as specified in the Booking Form.

2 The Club's Obligations

2.1 In consideration of payment of the Fee, the Club shall during the Hire Period:

2.1.1 make the Room available for use by the Client and its Guests;

- 2.1.2 provide the goods and services specified in the Package;
- 2.1.3 provide such furniture, furnishings, fixtures and equipment in the Room as may be reasonably required for the use of the Room. Such items shall remain the property of the Club at all times;
- 2.1.4 clean and maintain the Room to a reasonable standard;
- 2.1.5 take all reasonable precautions for the security of the Room. The Club shall not however be in any way responsible for the loss of or damage to the property of the Client or its Guests;
- 2.1.6 make available for purchase by the Client and its guests the items for sale specified in the Booking Form, to be paid for separately by the Client and/or its Guests;
- 2.1.7 supply alcoholic drinks in the Room subject to the relevant licensing laws and any conditions imposed on the Club by any relevant authority;
- 2.1.8 provide all essential services and facilities to the Client and its Guests.
- 2.2 The Club shall perform its obligations under this Agreement with reasonable care and skill and in accordance with all applicable laws, regulations and requirements of local authorities and landlords.

3 **The Client's Obligations**

- 3.1 The Client shall and shall procure that its Guests:
 - 3.1.1 use the Room only during the Hire Period;
 - 3.1.2 use the Room, match seat and Club premises in a proper and lawful manner and not so as to cause nuisance or inconvenience to the Club or any other person;
 - 3.1.3 keep the Room together with furniture, furnishings, fixtures and equipment supplied by the Club in good repair and condition (fair wear and tear excepted) and make good any damage or loss caused in the course of the use of Room as soon as reasonably practicable;
 - 3.1.4 do not cause or permit the capacity of the Room as specified in the Booking Form to be exceeded;
 - 3.1.5 do not bring any food or beverages into the Room for consumption other than those supplied by the Club;
 - 3.1.6 do not display any posters or materials in the Room without the Club's prior written consent;
 - 3.1.7 remove all personal belongings from the Room at the end of the Hire Period;
 - 3.1.8 comply with the Ground Regulations and all applicable laws relating to the consumption of alcohol in football grounds and the terms of the Club's alcohol licence as notified to the Client from time to time;
 - 3.1.9 comply with the special terms and conditions specified in the Booking Form;
 - 3.1.10 comply with all reasonable directions given by the Club as to the use of the Room and the Club's premises;
 - 3.1.11 behave in a responsible manner and comply with any Club rules and policies notified to the Client from time to time;
 - 3.1.12 comply with the dress code notified to the Client from time to time.

- 3.2 The Club reserves the right to refuse entry to or require the removal of any person who it considers is in breach of or in its reasonable opinion is likely to breach the terms of clause 3.1.
- 3.3 The Client shall not in any circumstances resell the Package or any of the goods and services specified in it to any third party except with the Club's prior written consent.
- 3.4 Hospitality Opening Hours are subject to change, potentiality at short notice, and it shall be the Client's responsibility to verify the Hospitality Opening Hours prior to each and every Match within the Hire Period. No refunds can be given for non-use or partial use of the Room and/or the Package resulting from the Client's failure to verify the Hospitality Opening Hours as communicated or publicised by the Club.

4 Variations

- 4.1 The Club reserve the right to vary the Package from time to time on giving such notice to the Client as is reasonably practicable in the circumstances. Where a variation is made, the Club shall use its reasonable endeavours to ensure that the alternative package provided is of a superior or equivalent standard to the Package.
- 4.2 If the Room is unavailable for any reason during the Hire Period, the Club reserve the right to relocate the Client to an alternative room on giving such notice to the Client as is reasonably practicable in the circumstances. Where the Client is relocated to another room, the Club shall use its reasonable endeavours to ensure that the replacement room is of a superior or equivalent size and standard to the Room.
- 4.3 The dates and times of Matches are subject to change and the Club accepts no responsibility in respect of such changes and no refunds will be made to the Client.

5 **Limitation of Liability**

- 5.1 The Client shall indemnify the Club in respect of any claims, liabilities, damages, costs, expenses or losses incurred by the Club arising from or in connection with the use by the Client and its Guests of the Room and the Club's premises other than in accordance with the terms of the Agreement.
- 5.2 Nothing in the Agreement shall operate to exclude or limit the Club's liability for death or personal injury caused by the negligence of the Club, its servants, agents, employees or sub-contractors or for fraudulent misrepresentation.
- 5.3 Subject to Clause 5.2:-
- 5.3.1 The Club's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of the Agreement shall be limited to the Fee; and
- 5.3.2 The Club shall not be liable to the Client for any special, indirect or consequential loss or damage or for loss of profit, loss of business, loss of enjoyment, loss of anticipated savings or depletion of goodwill which arise out of or in connection with the Agreement.

6 **Term and Termination**

- 6.1 The Agreement shall commence on the date the booking is made by the Client by whatever means as confirmed by the Booking Form and subject to clause 6.2, shall continue until the end of the Hire Period(s) and shall not be capable of cancellation or early termination except as provided in this clause 6.

- 6.2 Either party shall be entitled to terminate the Agreement with immediate effect on written notice to the other party if:
- 6.2.1 the other party commits a material breach of any term of the Agreement and in the case of a breach capable of remedy fails to remedy the same within 14 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;
 - 6.2.2 an encumbrancer takes possession or a receiver is appointed over any of the property or assets of the other party;
 - 6.2.3 the other party makes any voluntary arrangement with its creditors or becomes subject to an administration order;
 - 6.2.4 the other party goes into liquidation (except for the purposes of amalgamation or reconstruction and in such manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other party under the Agreement);
 - 6.2.5 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other party;
 - 6.2.6 the other party ceases or threatens to cease to carry on business;
 - 6.2.7 the other party is declared bankrupt or makes any arrangement with or for the benefit of his creditors.
- 6.3 Termination of this Agreement, however caused, shall be without prejudice to any rights or liabilities accrued at the date of termination.
- 6.4 If this Agreement is terminated by the Club in accordance with clause 6.2, there shall be no liability on the part of the Club to refund any proportion of any Fee paid by the Client.

7 **Fee**

- 7.1 The Fee shall be paid by credit or debit card or on invoice by the Club. Amex and Diners cards are not accepted.
- 7.2 Where the Client chooses to pay by credit or debit card, the Client's card will be debited by the Club as soon as reasonably practicable after the booking has been confirmed by the Client and a receipted invoice will be sent to the Client.
- 7.3 Where the Client chooses to pay on invoice, the Club shall invoice the Client for the Fee on receipt of the signed Booking Form. The Client shall pay the Fee within 14 days of receipt of the Club's invoice.
- 7.4 If the Client fails to pay the Fee to the Club by the due date for payment, the Club may charge the Client interest on the overdue amount at the rate of 4% per annum above HSBC Bank Plc's base lending rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest immediately on demand by the Club.
- 7.5 Without prejudice to clause 7.4, where the Fee is not paid by the due date for payment, the Club reserve the right to refuse the Client use of the Room until the Fee has been paid.
- 7.6 The Room is provided on a "take or pay" basis, such that if the Client does not use the Room for the Hire Period or Hire Periods as determined in the Booking Form when available, no refunds shall be due from the Club and in the event of early termination of this Agreement (save for cause by the Client in accordance with clause 6.2), the Client shall be liable to pay in full all Fees due in respect of the Package for the Hire Period and for every Hire Periods if more than one as set out in the Booking Form.

7.7 In the case of an abandonment of any Match where such Match is abandoned after the start time of the Hospitality Opening Hoursthe liability of the Club shall be capped to 50% of the Fee and in no circumstances will the Club be liable to pay any other sums to any persons including Guests in connection with a postponed or abandoned Football match. The Club will have no further, or other, liability whatsoever, including (but not limited to) for any indirect or consequential loss or damage including (but not limited to) loss of enjoyment or travel or accommodation costs.

8 **General**

8.1 The Client may not without the prior written consent of the Club assign, sub-contract, delegate or dispose of any of its rights or obligations under the Agreement.

8.2 Neither party shall be deemed to be in breach of the Agreement or otherwise be liable to the other by reason of any delay in performance or non-performance of any of its obligations under the Agreement to the extent that such delay or non-performance is due to any cause or event outside that party's reasonable control.

8.3 Any waiver by either party of a breach of any provision of the Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision thereof.

8.4 The Agreement contains the entire agreement between the parties with respect to the subject matter thereof and supersedes all previous agreements and understandings between the parties with respect thereto and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.

8.5 Each party acknowledges that in entering into the Agreement it does not do so on the basis of and does not rely on any representation warranty or other provision except as expressly provided therein and all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.

8.6 If any provision of the Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part the Agreement shall continue to be valid as to the other provisions and the remainder of the affected provisions.

8.7 No term of the Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any third party.

8.8 Where there is any inconsistency between these Terms and Conditions and the Booking Form, the provisions of the Booking Form will prevail. The Club reserves the right to vary these Terms and Conditions from time to time.

8.9 Any notice or other information required or permitted to be given by either party under the Agreement shall be deemed to have been validly given if served personally upon that party or if sent by first class pre-paid post to the last known address of that party. If sent by first class pre paid post the notice shall be deemed to have been received 2 working days after the date of posting.

8.10 The Agreement shall be governed by and construed in all respects in accordance with English law and each party hereby submits to the exclusive jurisdiction of the English courts.