



FULHAM FC
MEETINGS & EVENTS

Fulham Football Club • Craven Cottage • Stevenage Road • London SW6 6HH
Phone: 0203 841 9049/53

Terms & Conditions – Fulham Football Club Limited

PAYMENTS

BACS

Account Name: Fulham Football Club Limited

Bank Name – Metro Bank

Sort Code: 23-05-80

Account Number: 15382376

Credit Card Payments

Credit card payments are accepted.

Cheques

Cheques will be accepted as payment for the deposit amount only, made payable to 'Fulham Football Club Limited', using the details set out above.

SPECIAL EVENTS TERMS & CONDITIONS

These are the terms and conditions ("Conditions") under which Fulham Football Club Limited (the "Company") is willing to provide Services to the Customer. Unless the Company otherwise agrees in writing, the Contract is entered into on the basis of these Conditions to the exclusion of any other terms and conditions set out or referred to in any document or other communication by the Customer.

1. Definitions

In these Conditions:

"Booking Contract Form" means the document signed by the Company and the Customer describing the Services;

"Consumables" means food and beverages (including beer, wines and spirits);

"Contract" means the contract for the provision of the Services between the Company and the Customer, comprising these Conditions and the Booking Contract Form. In the event of any inconsistency between these documents, the documents shall be construed in the following order of preference: the Booking Contract Form, then these Conditions;

"Customer" means the person, firm or company which engages the Company to provide the Services at the Premises;

"Event" means the banquet, function, conference or specified occasion, the date of which has been agreed by the parties and at which the Company is engaged to provide the Services and the Premises;

"Guaranteed Minimum Number" means the number of persons to attend the Event as stated on the Booking Contract Form;

"Fees" means any fees payable by the Customer to the Company for the Services, as set out in the Booking Contract Form;

"Hire Period" means the date(s) and start and finish times for hire of the Premises specified in the Booking Contract Form;

"Maximum Number" means the maximum number of persons permitted to attend the Event and stated on the Booking Contract Form (where a maximum number is applicable for the type of Event);

"Premises" means the room or rooms at the Stadium in which the Event will be held;

"Services" means the provision of catering services, function services, supply of Consumables, room hire and/or any pre-agreed provision of services or equipment;

"Stadium" means Craven Cottage, London SW6 6HH;

2. Quotations and acceptance

a) Any booking/order issued by the Customer is subject to acceptance by the Company and a Contract for the Event will only take effect when both parties have signed a completed Booking Contract Form and the Company has received the deposit in cleared funds as per Clause 7.

b) These Conditions shall apply and by completing the Booking Contract Form, the Customer has irrevocably agreed to comply with these Conditions.

3. Consumables

a) The Company shall have the sole right to provide the Services at the Event and no Consumables, including food, beverage, samples, gifts and prizes (excluding wedding cakes) may be brought into the Stadium by the Customer or its guests without the prior written consent of the Company. Where without the Company's prior written consent, Customers consume their own food or beverages, a charge shall be applied.

b) It is the Customer's responsibility to ensure that an authorised representative for the Event is appointed to place orders and pay for any additional services to be provided. The Company will not accept any adjustments to the price unless this procedure is followed.

c) All Consumables offered are subject to availability. Where Consumables are not available, the Company shall use reasonable endeavours to offer the closest available substitute.

4. Numbers attending

a) At the time of booking the Customer shall provide details of the Guaranteed Minimum Number of persons attending the Event on the Booking Contract Form supplied. If the Company provides the Services for any number less than the Guaranteed Minimum Number the Company's charge to the Customer shall be based on the Guaranteed Minimum Number.

b) The Customer shall confirm actual catering numbers (which shall be no less than the Guaranteed Minimum Number) no less than seven (7) days prior to the event date. The Company reserves the right to refuse admission to any person attending an event where the maximum number of persons has been exceeded (and where a maximum number is stated as being applicable)

5. Customer's obligations

a) The Customer agrees to commence the Event promptly at the time agreed with the Company and to procure that those persons present at the Event vacate the Premises and the Stadium at the time stated on the Booking Contract Form.

b) The Customer (and the Customer's contractors) are entitled to bring into the Premises only goods and equipment that:

(i) Comply with all applicable safety and other standards; and

(ii) Have been approved by the Company (or its agent) whose decision shall be final.

c) The Customer is requested to conduct jointly with the Company a survey of the Premises and attached fixtures and fittings prior to, and immediately after, the Hire Period in order to produce a report (a "Condition Report") detailing any seen damage. If the Customer does not attend such survey at the time notified, it shall be deemed to have agreed to the Condition Report prepared by the Company.

d) When Consumables are charged on a consumption basis, the Customer will be presented with a report upon completion of the Event for Customer's review and authorisation (a "Consumption Report").

e) The Customer shall:

(i) Order all catering services via the Booking Contract Form provided and no catering order shall be considered as confirmed unless a completed and signed Booking Contract Form is received;



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MEETINGS & EVENTS

Fulham Football Club • Craven Cottage • Stevenage Road • London SW6 6HH
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- (ii) report to the Company any damage to the Premises caused directly or indirectly by the use of the Premises by the Customer or guests of the Customer, immediately upon becoming aware of the damage;
 - (iii) Observe any reasonable guidelines and any instructions communicated to the Customer by the Company or its nominated agent concerning the use and occupancy of the Premises or the Stadium;
 - (iv) observe any instructions communicated to the Customer by the Company or its nominated agent concerning the delivery of goods or equipment approved to be brought into the Stadium or the Premises;
 - (v) Not do or allow to be done in the Stadium and/or the Premises any act or thing which is offensive or may cause nuisance, damage or disturbance to the Company or any other person;
 - (vi) Notify the Company of any circumstances likely to cause any risk of injury or damage to any person or property located within the Premises and/or the Stadium;
 - (vii) Co-operate with the Company to exclude or remove any person or item from the Premises on the grounds of nuisance, intoxication or other undesirable or offensive behaviour;
 - (viii) Not do or allow to be done anything which might prejudice the Company's public liability insurance cover;
 - (ix) Not allow any fireworks including pyrotechnics to be set off on or in the Premises, without the prior written consent of the Company;
 - (x) be solely and fully responsible for the actions of the Customer's guests who attend the Event; Without prejudice to the rest of this Clause 5, the Company reserves the right to exclude or remove or refuse entry to any person if the Company considers it necessary or appropriate to do so, for example due to nuisance or undesirable or offensive behaviour.
 - (xi) Comply with any rules of entry, security and safety policies or any other rules or regulations in force at the Stadium or Premises at the time of the Event;
 - (xii) Advise the Company of the details of any pre-recorded or live entertainment (including play-lists/set-lists where requested by the Company); and
 - (xiii) Comply with the terms of any Licence applicable to the Event and all statutory requirements relevant to the Event and/or the Stadium.
- f) If the Customer has agreed with the Company for the Company to purchase or provide third party services and/or products on behalf of the Customer, the Customer shall comply with the terms of sale/provision /use of the third party's goods or services. The cost of these third party service and/or products shall be charged to the Customer under clause 7.
- g) The Customer agrees to reimburse the Company for all reasonable expenses incurred by the Company resulting from the Customer's breach, or any breach by any guest of the Customer, of the Customer's obligations hereunder including (without limitation) any additional payments to staff of the Company or its agents or contractors.
- h) Restrictions on use of Fulham name and images: The Customer shall not, without the prior express written consent of the Company, display, exhibit or otherwise use, whether before, during or in connection with the Event or otherwise, the "Fulham" name or any name, image, picture, photograph, logo, brand or any other item belonging to, referring to or which may suggest any association whatsoever with the Stadium, the Company, any event held at the Stadium or the organiser of any such event, save that the Customer shall be entitled to notify its guests that the Event will be held at the Stadium and to provide such other related information as is strictly necessary for the proper organisation of the Event. All requests for permission under this clause must be channelled through the Company.
- i) The Customer shall not at any time make any public announcement or issue any public statement regarding a Contract, these Conditions, the Company, the Stadium, the Event or any other event or event owner, without the express prior written consent of the Company. Promotion of the Event by the Customer to its guests may only be carried out strictly in accordance with the guidelines from time to time for the same available from the Company.
- j) The Customer must obtain the written consent of the Company prior to the Event to the use of any photographic, audio, visual, data broadcasting, video or recording equipment of any kind during the Event.

6. Fees and charges

- a) The Company shall be entitled to charge the Customer the following for the Services:
 - (i) The Fees stated on the Booking Contract Form at the time of booking (subject to any adjustment in accordance with these Conditions) or where no charge is quoted, the charge listed in the Company's published price list at the date of acceptance by the Company of the Customer's booking; and
 - (ii) Any additional charges properly incurred by the Company in performing the Contract and providing the Services, as specified in these Conditions, the Booking Contract Form or otherwise agreed with the Customer.
- b) All Fees, charges and expenses payable under a Contract are exclusive of VAT (if and to the extent applicable) and all other applicable taxes, duties or levies which will be payable by the Customer in addition to the Fees and in accordance with Clause 7.
- c) The Company reserves the right, where the Customer changes dates of the Hire Period, to charge additional Fees for Events commencing before or running on beyond the contracted hours and/or for Events held on Sundays or Public Holidays recognised in England.
- d) Where the Company has the reasonable belief that the nature of the Event requires additional security or other requirements (eg heavy power needs) over and above the standard security or facilities provided by the Company, the additional cost shall be charged to the Customer.
- e) The Company, in its sole discretion, reserves the right to charge for any damage (major or/and minor) caused by the Customer and its guests during Customer's occupation of the Premises.

7. Payment terms

- a) Save where expressly stated otherwise in the Booking Contract Form, payment terms for a Hire Period date falling after the date on which the Customer signs a completed Booking Contract Form are as follows:
 - (i) 50% of anticipated Fees plus VAT as a non-refundable deposit payable on booking confirmation by the Company;
 - (ii) Balance of anticipated Fees plus VAT in cleared funds fourteen (14) days before the start of your event; and
 - (iii) Any difference between the actual amount due and the anticipated Fees shall be paid upon conclusion of the Event (on the day via credit card)
- b) Booking confirmation is subject to receipt of cleared funds of the Fees payable at such time pursuant to Clauses 7(a) and (b). If the Customer fails to make payment of any sums on the due dates, then, without prejudice to any other rights or remedies available to the Company, the Company may, without liability to the Customer, cancel the Event and refuse to provide Services to the Customer and/or any orders for future Services from the Customer and to charge the Customer for any charges outstanding and the cost of recovery thereof.
- c) Extra services or ancillary costs incurred on the day(s) of the Event or subsequent to the Hire Period will be payable at the conclusion of the Event and the Customer shall promptly pay any sums specified in the Condition Report or the Consumption Report.
- d) The Company reserves the right to charge interest on overdue amounts at an annual rate of 3% above the base rate of HSBC Plc.
- e) All payments are required in pounds Sterling and shall be paid by the Customer in full without set off or counterclaim, except to the extent permitted by law.
- f) All queries relating to amounts invoiced must be sent in writing to the Company within seven (7) days following the date of the Hire Period.

8. Cancellation by the company

- a) The Company may terminate a Contract immediately on written notice without any liability to the Customer if:
 - (i) The Customer is in breach of its obligations under the Contract and these conditions and has failed to remedy such breach within seven (7) Days following written notice from the Company requiring the same;
 - (ii) The Company becomes aware that the nature of the Event might prejudice the reputation of the Company and/or any founding partner or sponsor of the Stadium, and/or cause damage to the Premises or the Stadium;
 - (iii) The Customer is in arrears with respect to any Fees or other payment due to the Company; or
 - (iv) The Customer is adjudicated bankrupt or becomes insolvent or enters into liquidation or receivership or is subject to any similar process or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or any statutory modification or re-enactment thereof.
- b) The Company may cancel the booking and terminate a Contract if the Premises are unavailable due to:



FULHAM FC
MEETINGS & EVENTS

Fulham Football Club • Craven Cottage • Stevenage Road • London SW6 6HH
Phone: 0203 841 9049/53

- (i) Any event beyond the control of the Company;
- (ii) The Company is required to relinquish its use of the Stadium by the Police, the Government, the Local Authority or any competent football governing body which has jurisdiction over the Company;
- (iii) Because the Company exercises its right to schedule an event on the date of the Customer's Event and no suitable reschedule date is available for the Customer's Event;
- (iv) where, in the absolute discretion of the Company, it is in the interests of the safety of any persons attending or working at the Event or any persons neighbouring the Stadium, not to proceed with the Event.

In any of the cases specified in b) above, the Company will refund in full any advance payments made but will have no further liability to the Customer.

9. Cancellation by the customer

- a) A confirmed booking shall only be deemed to be cancelled by the Customer when the Company receives written notification of the cancellation from the Customer.
- b) Where the Customer cancels a booking, in addition to loss of the initial non-refundable deposit the Customer shall also pay to the Company the following:
 - (i) If the notice of cancellation is received at least six (6) weeks prior to the Event -25% of the Fees (less any deposit paid);
 - (ii) If the notice of cancellation is received at least four (4) weeks prior to the Event – 50% of the Fees (less any deposit paid);
 - (iii) If the notice of cancellation is received at least two (2) weeks prior to the Event – 75% of the Fees (less any deposit paid);
 - (iv) If the notice of cancellation is received less than fourteen (14) days prior to the Event – the outstanding amount of the Fees (less any deposit paid); and
 - (v) In any event, any costs or expenses incurred by the Company for the purchase or provision of third party services and/or products for and on behalf of the Customer which have been contracted for but not yet provided prior to cancellation of the Event will be due for payment.

10. Postponement and rescheduling

- a) Any Customer-instigated rescheduling of an Event and/or Hire Period for which a confirmed booking has been taken may be treated by the Company, in its sole discretion, as a Customer initiated cancellation and in such case the Customer shall be liable to pay the cancellation fees described in Clause 9 above. Any decision of the Company is final and conclusive.
- b) The Customer will also be liable in full to the Company for all costs or expenses incurred by the Company for the purchase or provision of third party services and/or products for and on behalf of the Customer which have been contracted for but not yet provided prior to postponement, or rescheduling.

11. Local licensing rights

- a) The Customer acknowledges that the Company is subject to the administration of the licensing laws and regulations by the local licensing authorities. The Company will apply for an extension of those rights upon the written request of the Customer and where the Company approves of such extension, but the Company cannot and will not guarantee automatic extensions. Any associated costs will be payable by the Customer in accordance with clause 7.
- b) The Company will not be liable to pay any compensation or be required to allow the Customer or its guests or third party contractor(s) to bring in or provide any Consumables or services should the Company for any reason be unable to obtain the relevant licence extension.
- c) Should the Company or its designated agent at any point in time express to the Customer or the Customer's guests that the sale or consumption of alcoholic beverages may, in the opinion of the Company or any designated agent, jeopardise the requirements or terms and conditions of any licensing conditions or compromise the safety or enjoyment of the Event by the Company and/or any persons attending the Event, the Customer will cease selling or providing alcoholic beverages at the Event.
- d) The Customer and its guests will comply with the terms of any other licences applicable to the Stadium and the Event (whether relating to alcohol, entertainment or any other matter).
- e) The Customer will indemnify the Company against any losses or damage suffered by them as a result of any breach of any licensing conditions (whether relating to alcohol, entertainment or any other matter) applicable to the Event or at the Stadium caused by any act or omission of the Customer (such losses including without limitation any fine or the inability of the Company to obtain any future licence due to any act or omission of the Customer).

12. Premises relocation

- a) In the event that the Company deems it necessary for the Customer to be relocated to a different room in the Stadium to the original Premises specified in the Booking Contract Form, the Company shall endeavour to give the Customer reasonable notice of any change in the function room and thereafter to consult with the Customer as to any alternative requirement and give the Customer a refund of the difference in the Fees should the hire rate for the new Premises be at a lesser rate than that provided in the Booking Contract Form.
- b) The Company reserves the right to assign an alternative function room without any refund or compensation to the Customer where the original Premises is no longer appropriate due to reduction in the number of expected guests at the Event.
- c) The Company will charge for any increase in room size requirements due to changes in the Customer's room fit requirements or where the original Premises is no longer appropriate due to an increase in the number of expected guests at the Event.

13. Warranties and liability

- a) The Company warrants that Services will be performed with reasonable skill and care, and in accordance with the Contract. Save as expressly provided in this Clause 13, all conditions, warranties, representations and terms, express or implied, whether by statute, common law or otherwise in relation to the Services are hereby expressly excluded.
- b) The Company shall not be liable to the Customer by reason of any delay in performing or any failure to perform any of the Company's obligations in relation to the Services if such delay or failure is due to any cause beyond the Company's reasonable control including (without limitation) Government intervention, strikes, acts of God, national or local disasters or war, or any event causing the whole or part of the Premises or the Stadium to be closed to the public. In such circumstances the charges payable by the Customer may be subject to abatement by a fair and reasonable apportionment in the Company's discretion.
- c) The Customer agrees that the Company shall not be liable to the Customer and/or any of the Customer's guests for loss or damage to any object, equipment, furniture, stock or other property of any sort brought onto the Premises by the Customer or hired by the Company on the Customer's behalf howsoever such loss or damage may occur. All such property will remain under the care and control of the Customer and is entirely at the Customer's own risk. The Customer hereby releases and waives all claims, rights of recovery and causes of action that it might have (and that any party claiming by, through or under it might have) against the Company for any loss or damage to any property of Customer (or the Customer's guests or those of a third party under Customer's control), even if such loss or damage is the result of the negligence of the Company, its staff, agents, or contractors, to the extent that such loss is of a type that is, by its nature, recoverable by insurance, regardless of whether any policy is actually in effect. The Customer shall cause its insurance carrier to waive its subrogation rights.
- d) The Company shall be under no liability to the Customer for any loss of profit, loss of income, loss of business, loss of revenue, loss of goodwill, or for any indirect or consequential loss or damage of any kind, in each case howsoever arising, whether such loss or damage was foreseeable or in the contemplation of the parties and whether arising in tort (including negligence), contract or otherwise.
- e) The Company does not warrant and will not have any liability whatsoever to the Customer for any services provided to the Customer by a third party, contractor or firm for services that were requested by the Customer.
- f) Nothing in these Conditions shall exclude or limit the Company's liability for (i) fraud, (ii) death or personal injury caused by its negligence (including negligence as defined in s.1 Unfair Contract Terms Act 1977),
- (iii) Breach of terms regarding title implied under the Sale of Goods Act 1979 and/or Supply of Goods and Services Act 1982, or (iv) any other liability to the extent that the same may not be excluded or limited as a matter of law.
- g) The Company's maximum aggregate liability under or in connection with these Conditions and any Contract, whether arising in contract, tort (including negligence) or otherwise, shall in no event exceed the Fees payable by the Customer under the applicable Contract.
- h) The Customer understands that the Company shall have no liability to the Customer whatsoever except to the extent set out in this Contract and/or where any liability cannot be excluded or limited as a matter of law.



FULHAM FC
MEETINGS & EVENTS

Fulham Football Club • Craven Cottage • Stevenage Road • London SW6 6HH
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14. Insurance

- a) The Customer shall take out before and maintain during the Hire Period insurance in respect of its liabilities under these Conditions with an approved insurer for:
- (i) Property, betterments, improvements, fixtures and fittings and equipment -replacement value to include contingent business interruptions and loss of attraction of the Premises as it may determine for its own benefit; and
 - (ii) Public liability to include financial loss extensions of at least GBP 5 million, naming Company as co-insureds.
- b) The Customer shall, at the request of the Company, produce before the Hire Period a certificate of such insurance for inspection by the Company.

15. Intellectual property and confidential information

- a) Nothing in any Contract shall have the effect of granting the Customer any rights in or to any intellectual property owned by or vesting in the Company. Nothing in this agreement shall have any effect of transferring to, or vesting in, the Customer any intellectual property rights belonging to the Company.
- b) Each party agrees and undertakes that it will keep confidential, will not use for its own purposes and will not without the prior written consent of the other party disclose to any third party, any information of a confidential nature belonging or relating to the other party which may become known to it unless such information is or becomes public knowledge (other than by breach of this Clause) or is required to be disclosed by order of a competent authority.

16. General

- a) The Company reserves the right to amend the Contract (but not as to terms relating to price) by virtue of the issue of any revised edition of these Conditions upon not less than 28 days' notice to the Customer. No other variation to the Contract shall be effective unless agreed in writing and signed on behalf of the Company and the Customer.
- b) Any notices to be given under these Conditions must be given in writing and delivered personally or sent by pre-paid recorded delivery or registered post or by facsimile to the addresses of the parties stated on the Booking Contract Form. Such notice shall be deemed given on delivery if delivered by hand or by facsimile and on the working day following dispatch if given by pre-recorded delivery or registered post.
- c) The Customer may not assign, transfer or sub-contract its rights and/ or obligations under any Contract without the prior written consent of the Company.
- d) If the expression "the Customer" includes more than one person those persons shall be jointly and severally liable under these Conditions.
- e) No person who is not a party to any Contract is entitled to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- f) Should any provisions of these Conditions be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions shall not be affected and shall remain in full force and effect. The parties agree to substitute for each invalid provision a valid provision that most closely approximates its intent and economic effect.
- g) The failure or delay of any party to enforce any of these Conditions, unless waived in writing, shall not constitute a waiver of that party's right to enforce that or any other term.
- h) No representation, undertaking or promise shall be taken to have been given or implied from anything said or written in negotiations between the parties prior to the date of any Contract except as expressly stated in that Contract. The Customer shall not have any remedy in respect of any untrue statement made by the Company upon which the Customer relied in entering into a Contract (unless such untrue statement was made fraudulently) and the Customer's only remedies shall be for breach of contract as provided for in these Conditions.

17. Governing law and jurisdiction

These Conditions shall be governed by and construed and interpreted in accordance with the law of England and Wales and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction over any claim or matter arising under or in connection with any Contract