

Fabulous Fan Fayre Special Events at the Etihad Stadium - Terms and Conditions

1. Definitions

“**Booking Confirmation**” means the document titled ‘Event Booking Confirmation’ issued by Fabulous Fan Fayre to the Client containing details of the Event;

“**Business Day**” means any day other than a Saturday, Sunday or public holiday in England, on which banks are normally open for the transaction of normal, non-automated business in England;

“**Client**” means *‘company or individual booking the event’*

“**Deposit**” has the meaning given in clause 3(a) below;

“**Event**” means the conference, function or other specified occasion described more particularly in the Booking Confirmation;

“**Event Venue**” means the facility/facilities at the Etihad Stadium (Etihad Campus, Manchester, M11 3FF) as specified in the Booking Confirmation, or other venue as arranged by MCFC or F3 (as applicable);

“**Force Majeure Event**” means any cause which arises from or is attributable to, acts, events, omissions or accidents beyond the reasonable control of the party including acts of God, acts of any governmental authority, war or national emergency, acts of terrorism, riots, civil commotion, fire, explosion or epidemic;

“**MCFC**” means Manchester City Football Club Limited;

“**F3**” means Fabulous Fan Fayre Limited; and

“**Parties**” means F3 and the Client, and the term **Party** means any one of them.

2. Application for Facilities and Confirmation

- a) All applications for Events to take place at the Event Venue must be confirmed in writing to allow F3 to issue a Booking Confirmation. F3 may at its sole discretion accept or reject any application for an Event.
- b) The Booking Confirmation must be signed by the Client or a duly authorised person on behalf of the Client and delivered to F3 before the date specified by the booking agent and detailed in the Booking Confirmation itself.
- c) All Event bookings remain provisional until the Booking Confirmation is signed and delivered to F3. Provisional bookings shall be held for up to 7 days unless agreed otherwise between the Parties in writing. If F3 does not receive the signed Booking Confirmation within this period, F3 reserves the right to cancel the provisional booking and re-let the Event Venue.
- d) Once signed and delivered, the Booking Confirmation together with these Terms and Conditions shall constitute the entire agreement between the Parties (the “**Agreement**”) and shall supersede any other terms previously discussed. To the extent permitted by law, the Agreement shall supersede any warranties or conditions (whether express or implied) relating to the Event.
- e) Event details, menu choices and any special requests must be confirmed in writing to F3 at least 10 days prior to the Event date, unless otherwise agreed between the Parties in writing. Final numbers must be confirmed in writing to F3 no later than 3 Business Days prior to the Event.

3. Terms of Payment

- a) A non-refundable and non-transferable deposit of either: (i) 20% of the total cost of the Event based on the agreed minimum numbers, (including VAT); or (ii) £1,000, whichever is the greater, (the “**Deposit**”) is required for all Event bookings, unless otherwise agreed in writing between the Parties. F3 reserves the right, at its absolute discretion, to request an alternative percentage of the total cost of the Event as a deposit, such amount to be non-negotiable and communicated to the Client in the Booking Confirmation.
- b) The Deposit will be payable by the earlier of: (i) 30 days of the date stated on the Deposit invoice issued to the Client; or (ii) such other date as may be specified on the Deposit invoice as the date for payment. Failure to pay the Deposit on this basis may, at the absolute discretion of F3, result in the cancellation of the booking.
- c) If the Client wishes to pay by credit, this request must be made to F3 at the time of the booking application and is subject to the completion of a credit application form by the Client and the written acceptance of such form by F3. Acceptance of all credit requests shall be at the absolute discretion of F3 and payable in accordance with clause 3(g) below. The minimum credit invoice amount is £50.00 net.
- d) Other than where a credit request has been accepted in accordance with clause 3(c) above, full payment of all charges

(including VAT) due under the Agreement must be made no later than 28 days prior to the Event.

- e) If the booking is made less than 28 days prior to the Event, payment in full shall be due immediately upon the Client signing the Booking Confirmation, unless otherwise agreed between the Parties in writing.
- f) All prices are exclusive of VAT at the prevailing rate and payment shall be by cash, bankers draft or such credit cards as are accepted by F3 from time to time.
- g) All invoices must be paid within 30 days of the invoice date. Where any invoice issued to the Client is outstanding beyond this period, F3 reserves the right to take such action as it deems necessary to recover any sums due to F3. F3 reserves the right to appoint a third party to recover any sums due to it and the Client shall be liable for any and all reasonable costs incurred by F3 in recovering such sums from the Client.
- h) F3 reserves the right to charge the Client interest on any outstanding balances on a daily basis at an annual rate of 5% above the UK base rate until all outstanding balances and interest are paid.

4. Variation

- a) Any variations or amendments to the Agreement must be proposed in writing to F3 by the Client. Notification in writing does not bind F3 to the variation or amendment. F3's agreement is not given unless and until written notification of acceptance is given to the Client. F3's acceptance to any such variation or amendment shall be binding on both Parties.
- b) Should the Client require amendments to the Event resulting in the number of guests attending or the duration of the Event being less than that detailed in the Booking Confirmation, F3 reserves the right to levy a charge to compensate for any costs incurred based on the original numbers or duration.
- c) Should the Client require amendments to the Event resulting in increased costs to F3 or an increased number of Event guests beyond those detailed in the Booking Confirmation, F3 will use reasonable endeavours to comply with such requests, subject to the availability of function suites, facilities and services, but will not be liable should it fail to do so. In the event that F3 is able to comply with the requested amendments it may increase its charges from those detailed in the Booking Confirmation in order to cover all such amendments. Any additional charges shall be due and payable in accordance with the following:
 - i) where the amendments are made 28 days or more prior to the Event, payment shall be due in accordance with clause 3(d) above;
 - ii) where the amendments are made less than 28 days prior to the Event, payment in full for the amendments shall be due immediately on written confirmation from F3 that the amendments will be accommodated;
 - iii) if the Client has had a credit request accepted in relation to the Event then any increase to this credit request as a result of the amendments must first be accepted by F3 in writing and is then payable in accordance with clause 3(g) above; and
 - iv) any credit increase request which is not accepted will be due and payable in accordance with clause 3(d) or if less than 28 days remain prior to the Event, in accordance with clause 4(c)(ii) above.
- d) In circumstances where the Event Venue specified on the Booking Confirmation is unavailable, F3 shall work with the Client to arrange an alternative Event Venue.

5. Cancellations

- a) In circumstances where the Client has to cancel or postpone the Event after the Booking Confirmation has been signed but at any time prior to the Event occurring, cancellation charges may apply as follows:
 - i) Cancellation of more than 90 days – forfeit of any deposits received
 - ii) Cancellation of 61 - 90 days – 25% of the total cost of the Event
 - iii) Cancellation of 31 - 60 days – 50% of the total cost of the Event
 - iv) Cancellation of 30 days or less – 100% of the total cost of the Event
- b) All cancellation charges are exclusive of VAT.
- c) The Client must notify F3 of any cancellations in writing and any cancellation will take effect from the date of receipt of the cancellation notice by F3. Failure to notify F3 in writing may result in continued liability for full payment for the Event.
- d) Any costs incurred by F3 in procuring facilities, services or equipment (including but not limited to, marquees, AV equipment, entertainment, floral decorations and licence applications) shall be payable in full by the Client irrespective of the period of notice of cancellation.
- e) In the event of a cancellation, F3 will make reasonable efforts to re-sell the Event Venue on behalf of the Client. Where

the Event Venue is re-sold, F3 shall reduce the cancellation charges by the profit of any alternative booking secured on the Client's behalf.

- f) Other than where the appearance of the Event Venue has changed substantially (in the reasonable opinion of F3), the Client shall not be entitled to cancel the Event as a result of the appearance of the Event Venue changing as a result of any refurbishment, renovation and/or redecoration of the Event Venue carried out by F3 prior to the Event.

6. General

- a) The Client shall not use any of MCFC's intellectual property (which shall include, but not be limited to, MCFC's logos, marks, brands, names, nicknames, photographs or images relating to MCFC, its Players or the Etihad Stadium) on or in any promotional or other materials in connection with the Event, without first obtaining the prior written approval of both MCFC and F3 (acting in its absolute discretion).
- b) The Client is required to obtain permission from both MCFC and F3 for any filming or photography within the Event Venue. Any press or media coverage of the Event must be notified to and agreed with both MCFC and F3 at the time of booking the Event. MCFC reserves the right, acting in its absolute discretion to refuse permission for filming or photography within the Event Venue.
- c) Neither MCFC nor F3 shall have liability for any loss or damage to property owned by, or in the custody of the Client or its guests, employees, agents or others. The Client is advised to arrange adequate insurance cover in relation to the Event.
- d) The Client shall indemnify, and keep indemnified, both MCFC and F3 for any loss, damage, expense or other liability caused to either MCFC or F3, its agents, its staff, its contractors or the Event Venue as a result of the action of the Client or its guests, employees, agents or others and shall pay to both MCFC and F3 forthwith on demand the amount required to remedy or make good any such loss, damage or other liability.
- e) MCFC and F3 reserves the right to cancel or vary this Agreement if the Event Venue is required for a re-arranged or unforeseen match or other event, which in the opinion of both MCFC and F3 renders the function impracticable or impossible to hold. In this event, F3 shall use reasonable endeavours to re-locate or re-arrange the Event to an alternative place, date or time acceptable to the Client. Neither MCFC nor F3 shall be liable to the Client in such circumstances and shall not be required to pay compensation for any loss sustained as a result of or in any way arising out of the variation or cancellation of the Event. In the event of a cancellation F3 will refund all monies paid by the Client.
- f) Neither Party shall be entitled to assign, sub-license, share or otherwise part with the rights and/or obligations under the Agreement to a third party, save that F3 shall be entitled to assign, sub-license, share or otherwise part with the rights and/or obligations under the Agreement to any affiliate of MCFC.

7. Force Majeure

- a) Neither MCFC nor F3 shall be in breach of the Agreement if the performance of any of its obligations under the Agreement is prevented in full or in part or delayed by a Force Majeure Event, provided that MCFC and F3 promptly upon becoming aware of the occurrence of the Force Majeure Event informs the Client in writing (such notice to contain details of the circumstances giving rise to the Force Majeure Event and its anticipated duration) and take all reasonable steps to comply with the terms of the Agreement as fully and promptly as possible.
- b) The Client shall not be obliged to perform its obligations under this agreement so long as both MCFC's and F3's performance of a material obligation is prevented due to a Force Majeure Event.

8. Governing Law and Jurisdiction

The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by and shall continue to be construed in accordance with the laws of England and Wales. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation.