



Accepted and agreed for and on behalf of the Client: _____

Name:

Position:

Date:

Schedule 2 – Terms and Conditions

1. Definitions and Interpretation

1.1. In this Agreement, and in addition to the terms defined in the covering letter and Schedule 1, the following words and phrases have the following meanings (unless the context requires otherwise):

“**Event**” means the event which is the subject of this Agreement, as more particularly set out in the covering letter and Schedule 1;

“**Event Date**” means the times and the date of the Event, as set out in the covering letter and/or Schedule 1 (or as may otherwise be agreed between the Parties in writing);

“**Facilities**” means the items, facilities, catering and other items set out at Schedule 1 (as may be updated and revised by written agreement between the Parties from time to time) but excluding any hotel or accommodation bookings;

“**Fees**” means the amounts payable by the Client to the Club in respect of the Event (including in relation to the Venue and the Facilities), as set out in Schedule 1 and as may be revised in accordance with the terms of this Agreement;

“**Force Majeure Event**” means any cause beyond the reasonable control of the Club, which shall include the Stamford Bridge site subsequently being required (in whole or in part) for any match featuring any representative team of Chelsea Football Club;

“**Minimum Guaranteed Number**” means the minimum number of guests, as set out in Schedule 1;

“**Venue**” means the area of the Stadium to be hired by the Client, as set out in Schedule 1.

1.2. In this Agreement: (a) references to any statutory provisions shall be deemed to include any amendment, replacement or re-enactment from time to time in force; (b) any phrase introduced by the term “including” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding such term; (c) any obligation or restriction placed on the Client under this Agreement shall be deemed to include an obligation to ensure compliance by any and all of the Client’s employees, representatives, agents, subcontractors and guests; and (d) “in writing” includes email but excludes fax.

1.3. The performance of this Agreement by the Club shall be subject to: (a) all applicable laws; (b) the bye-laws, rules, regulations, directions, decisions, codes of practice and guidelines from time to time of: (i) the London Borough of Hammersmith and Fulham; (ii) the Football Licensing Authority (including the General Safety Certificate applying to the Stamford Bridge site); and (iii) any other authority which has jurisdiction in relation to the licensing of the Stamford Bridge site from time to time; and (c) such regulations, policies and conditions as are issued by the Club from time to time, including the Club’s ground regulations, (collectively, the “**Regulations**”). Any failure by the Club to perform its obligations as a result or consequence of ensuring compliance with the Regulations shall not constitute a breach of this Agreement by the Club.

1.4. In the event of any conflict or inconsistency between the provisions of this Schedule 2 and any other provision of this Agreement, the relevant provision of this Schedule 2 shall prevail.

2. Event

Subject to the Client complying with the terms of this Agreement (including without limitation payment of the Fees), the Club agrees to provide the Venue and the Facilities to the Client on the Event Date for the purposes of the Event. For the avoidance of doubt, any and all hotel and accommodation bookings in respect of the Event should be contracted directly with such hotel or accommodation provider and do not form part of this Agreement.

3. Fees and payment

3.1. Unless otherwise agreed by the Club in writing, the Client shall make payment of the Fees to the Club as follows:



(a) in respect of the Facilities listed in Schedule 1 as at the date of this Agreement, a sum equal to 50% of the cost of such Facilities upon signature of this Agreement with the remaining 50% due no later than 21 days prior to the Event Date, save that where the date of this Agreement is less than 21 days prior to the Event Date, the total amount of the Facilities listed in Schedule 1 as at the date of this Agreement shall be payable upon signature of this Agreement; (b) in respect of any additional Facilities agreed between the Club and the Client after the date of this Agreement but prior to the Event Date, on such date(s) as required by the Club; and (c) in respect of any additional Facilities provided by the Club at the Event on the Event Date (and/or any use of the Venue or any Facilities in excess of that previously agreed between the Club and the Client in writing), no later than 10 days following the Event Date. Time shall be of the essence in respect of payment of the Fees.

- 3.2. All payments due to the Club under or in connection with this Agreement: (a) are quoted exclusive of VAT, which shall be charged by the Club and paid by the Client in addition at the prevailing rate from time to time; (b) shall be paid in pounds sterling and by telegraphic transfer to such bank account as notified by the Club in writing from time to time; and (c) shall be made in full, without any set-off, deduction and withholding.

4. Amendments and cancellation

- 4.1. The Client may amend the Facilities upon written request to the Club at any time prior to the date which is 14 days prior to the Event Date, provided that: (a) the Client may not reduce the number of guests below the Minimum Guaranteed Number; and (b) any amendment other than in respect of the number of guests, shall be subject to the Club's express written approval. For the avoidance of doubt, in the event that the date of this Agreement is less than 14 days prior to the Event Date, the Facilities shall be final and not capable of amendment unless otherwise agreed by the Club in writing.
- 4.2. Subject to paragraph 4.3, the Client may cancel the Event upon written notice to the Club at any time.
- 4.3. In the event that the Event is cancelled by the Client, the Client shall make payment of the following amounts (as applicable), within 10 days of cancellation of the Event:

Date notice of cancellation received by the Club	Contracted Guests	
	Less than 200	200 or more
274 - 365 days prior to Event Date	N/A	50%
182 – 273 days prior to Event Date	50%	75%
181 – 91 days prior to Event Date	75%	90%
Less than 91 days prior to the Event Date	100%	100%

- 4.4. For the purposes of paragraph 4.3, "**Contracted Guests**" means the greater of: (a) the Minimum Guaranteed Number; and (b) the highest number of guests subsequently notified to the Club by the Client between the date of this Agreement and the date of receipt of a notice of cancellation by the Club from the Client.

5. Obligations of the Client

- 5.1. The Client warrants and undertakes to the Club that it has and shall maintain the necessary capacity, power and authority to enter into this Agreement and perform its obligations hereunder, and further that this Agreement is validly executed on behalf of the Client by an authorised signatory of the Client.
- 5.2. The Client shall comply with: (a) all applicable laws; (b) the Regulations; and (c) all reasonable instructions, directions and requests made by or on behalf of the Club in connection with the Stamford Bridge site and/or the Event (including in respect of health and safety). Without prejudice to the foregoing, the Club reserves the right to eject any individual who the Club believes to have caused or been involved in any breach of this paragraph 5.2 by the Client.
- 5.3. The Client shall upon request provide the Club with an accurate and comprehensive risk and/or health and safety assessment in respect of the Event. The Client shall incorporate all reasonable suggestions made by the Club in respect of such assessments and promptly (and in any event within 10 days) resubmit the same to the Club.
- 5.4. The Client shall ensure that (unless otherwise agreed by the Club in writing) the Event starts no earlier and finishes no later than the times set out in Schedule 1 (or as subsequently agreed between the Parties in writing). Without prejudice to the foregoing, the Client acknowledges that any additional time shall be charged by the Club in accordance with its standard rates (a copy of which is available from the Club on request).



- 5.5. Unless otherwise agreed by the Club in writing, the Client shall be solely and fully responsible for all approvals, licences, permissions and consents that are necessary in connection with the Event.
- 5.6. The Client shall order all food and beverage in respect of the Event via the Club. Without prejudice to the foregoing, in the event that the Client brings any food and/or beverages in to the Stadium, the Club reserves the right to charge the Client: (a) an amount equivalent to the cost such food and/or beverages would have cost if sourced from the Club; and (b) any and all costs incurred by the Club in respect of such food and/or beverages, including in respect of cleaning. The Client shall pay any amount due to the Club pursuant to this paragraph 5.6 no later than 10 days following the Event Date.
- 5.7. The Client shall not affix any signs, displays, posters or other materials to any part of the Venue or the Stadium without the express prior written approval of the Club. Any approval given by the Club shall be deemed to be: (a) conditional upon the Client removing the same without damaging the Venue at the end of the Event Date; and (b) without prejudice to paragraph 5.9.
- 5.8. All press and media arrangements (including filming and photography) by the Client at the Stamford Bridge site and/or the Event are subject to the prior written approval of the Club. Any approval given by the Club pursuant to this paragraph 5.8 shall be without prejudice to paragraph 5.10.
- 5.9. The Client shall ensure that neither the Event nor anything contained in the Event shall: (a) be obscene, immoral, harmful or offensive according to generally accepted standards; (b) encourage behaviour which promotes disparaging views or behaviour relating to an individual or group's colour, race, nationality, ethnic or national origins, disability, sex, sexual orientation, marital status, religion or age; or (c) endanger public safety or encourage or incite the commission of a crime or public disorder.
- 5.10. The Client shall not make any reference to the Club, Chelsea Football Club or its or their respective players and/or staff or use any intellectual property of the Club or any affiliate of the Club, in any announcement, advertisement, marketing or publicity.
- 5.11. Unless requested otherwise by the Client in writing, the Club may promote the Event (at its absolute discretion) on the Club's social media channels.

6. Termination

- 6.1. Either Party may terminate this Agreement without liability and with immediate effect upon written notice to the other Party in the event that: (a) the other Party is in material breach of this Agreement and such breach (if capable of remedy) has not been remedied within 14 days of receipt of a written request from the other Party to do so (or, in respect of a material breach less than 14 days prior to the Event Date, by the date that is immediately prior to the Event Date); (b) the other Party is in persistent non-material breach of this Agreement; or (c) save in relation to a solvent reorganisation, reconstruction or amalgamation: (i) an order is made or a resolution is passed for the winding up of the other Party; (ii) a provisional liquidator is appointed in respect of the other Party or an administration order is made in respect of the other Party; (iii) an administrator or receiver (which expression shall include an administrative receiver) is appointed in respect of the other Party or all or any of its assets and is not discharged within a period of 30 days; (iv) the other Party is unable to pay its debts within the meaning of Section 123(2) of the Insolvency Act 1986; (v) any voluntary arrangement is proposed under Section 1 of the Insolvency Act 1986 in respect of the other Party; or (vi) any similar or analogous event occurs in respect of such other Party in any other jurisdiction.
- 6.2. The Club may terminate this Agreement without liability: (a) with immediate effect upon written notice to the Client in the event that (based on information obtained by the Club after the date of this Agreement, whether disclosed by the Client or otherwise) the Club believes that hosting the Event at the Stadium would be in any way contrary or prejudicial to the Club's name, reputation and/or interests; (b) with immediate effect upon written notice to the Client if required to do so as a result of a Force Majeure Event; or (c) on not less than 30 days' written notice to the Client in the event of a redevelopment by Chelsea Football Club of the Stamford Bridge site.

7. Consequences of termination

- 7.1. The expiry or termination of this Agreement shall be without prejudice to: (a) the rights and liabilities of either Party which have accrued and been incurred prior to the date of termination; and (b) any provision of this Agreement which is expressed, or which by implication is intended, to remain in full force and legal effect notwithstanding such expiry or earlier termination
- 7.2. In the event that this Agreement is terminated: (a) by the Client pursuant to paragraph 6.1; or (b) by the Club pursuant to paragraph 6.2(b) or 6.2(c), the Club shall (subject to an invoice from the Client in respect of the same) refund the Client in respect of all amounts of the Fees paid by the Client to the Club prior to the date of



such termination.

- 7.3. In the event that this Agreement is terminated by the Club pursuant to paragraph 3.1, 6.1 or 6.2(a), the Client shall pay the balance of all Fees that would otherwise have been due and payable to the Club in respect of the Event within 10 days of the date of such termination.

8. **Liability**

- 8.1. Neither Party excludes or limits its liability under this Agreement for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; or (c) any type of liability which cannot by law be excluded or limited.
- 8.2. Subject to paragraph 8.1: (a) neither Party shall be liable to the other under this Agreement whether in contract, tort (or delict) or otherwise (including any liability for any negligent act or omission) for: (i) any loss of profits (whether direct or indirect); (ii) any loss of revenue, business, contracts or goodwill; or (iii) any consequential, special or indirect loss or damage, howsoever arising out of or in connection with this Agreement and even if a Party has been advised of the possibility of such loss or damage occurring; and (b) the Club shall have no liability in respect of any loss or damage to any items, equipment or personal belongings of the Client, its employees, representatives, agents, subcontractors or guests.
- 8.3. The Client shall indemnify and keep indemnified the Club from and against all claims, damage, losses, costs (including all reasonable legal costs), expenses, demands or liabilities arising out of or in connection: (a) with any damage and/or personal injury suffered by the Club and/or any third party as a result of any act or omission of the Client, its employees, representatives, agents, subcontractors or guests; and (b) any failure by the Client to obtain any necessary approval, licence, permission and/or consent in connection with the Event.
- 8.4. Subject to paragraph 8.1, the Club's maximum liability to the Client under or in connection with this Agreement, whether such liability arises in contract, tort (including negligence), delict or otherwise, shall not in aggregate exceed a sum equivalent to the amount of the Fees set out in Schedule 1 as at the date of this Agreement.

9. **Force Majeure**

Without prejudice to paragraph 6.2(b), the Club shall have no liability in respect of any delay in performance or any non-performance of its obligations to the extent that the delay or non-performance is due to a Force Majeure Event.

10. **Confidentiality**

- 10.1. Each Party undertakes that it shall not at any time (whether before, during or after the Event) disclose any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party to any third party other than: (a) to its affiliates, employees, officers, representatives or advisers who need to know such information for the purposes of exercising that Party's rights or performing its obligations under this Agreement (provided that such Party shall ensure that all such affiliates, employees, officers, representatives or advisers comply with this paragraph 10); or (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 10.2. Neither Party shall use the other Party's confidential information for any purpose other than to exercise its rights and/or perform its obligations under this Agreement.

11. **Notices**

- 11.1. Subject to paragraph 11.2, any notice required or authorised to be given hereunder shall be served by email to the email addresses set out: (a) in the covering letter in respect of the Club; and (b) in Schedule 1 in respect of the Client (or, in each case, such other email addresses as may from time to time be notified by notice to the other Party), and shall be deemed delivered upon generation of a receipt notice by the recipient's server or, if such notice is not so generated, upon delivery to the recipient's server.
- 11.2. Any Notice for service of any claim form, notice, order, judgment or other document relating to or in connection with any proceedings, suit or action arising out of or in connection with this Agreement shall be: (a) delivered personally and (in such circumstances) shall be deemed to have been received upon delivery; or (b) sent by courier, and (in the absence of evidence of earlier receipt), be deemed to have been received two business days after despatch, provided that the Party giving Notice proves that the envelope containing the Notice was properly addressed, in each case to the address set out at the beginning of this Agreement, or such alternative address as notified by Notice to the other Party.



12. General

- 12.1. The rights and remedies arising under or in connection with this Agreement are cumulative and, except where otherwise expressly provided in this Agreement, do not exclude any rights or remedies, whether arising under this Agreement or provided by common law or otherwise.
- 12.2. Failure or delay by either Party in exercising or enforcing any right conferred by this Agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any other occasion.
- 12.3. The terms of this Schedule 2 may only be modified or any provision waived if such modification or waiver is in writing and signed by a duly authorised representative of each Party.
- 12.4. This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement and cancels and supersedes all prior agreements between the Parties and prior representations made by either Party, whether oral or written relating to the subject matter of this Agreement. Except as required by statute, no terms shall be implied (whether by custom, usage or otherwise) into this Agreement.
- 12.5. Each Party agrees that, in agreeing to enter into this Agreement, it has not relied on any express or implied representation, warranty, collateral contract or other assurance made by or on behalf of the other Party at any time before the signature of this Agreement.
- 12.6. Each Party waives all rights and remedies which, but for paragraph 12.5, might otherwise be available to it in respect of any such express or implied representation, warranty, collateral contract or other assurance.
- 12.7. Neither Party may assign, sub-licence, transfer, charge or otherwise deal with this Agreement or any rights or interest under this Agreement or purport to do any of the same without the prior written consent of the other Party (such approval not to be unreasonably withheld, conditioned or delayed). Any purported assignment in breach of this paragraph 12.7 shall confer no rights on the purported assignee.
- 12.8. Nothing in this Agreement is intended to confer any benefit on any third party (whether referred to by name, class, description or otherwise) and any person who is not a Party to this Agreement may not enforce its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

13. Governing law and jurisdiction

This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, or the legal relationships established by this Agreement, shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

Security at Chelsea Football Club

Chelsea Football Club provides security for the entire site 24 hours a day, 365 days a year. Our security control room is located at the Stamford Gate and is manned 24 hours a day.

Chelsea Football Club provide their security personnel for non-match day event business through a contracted firm – ISS Facility Services Limited, who are SIA trained and accredited to the security industry of ISO and UKAS which are governing regulated bodies.

Security can be contacted on 0207 915 1930 or 0207 915 2972 (24hr line).

Reasons for security within the West Stand:

The West Stand is manned by a reception team during the working week generally from 08.00-18.00 or as the business requires. From 18.00hrs Monday to Friday and all day at weekends a security officer is required to man reception when the stand is open for events and business.

Late evening functions require door staff as part of legal procedures (licensing laws) and to assist with crowds, first aid and staff safety. Door staff are booked for a minimum of 6 hours and a minimum of 2 officers will be booked for any one event. Each event is discussed with the Events Security team and security will be booked accordingly.

Curfew – The West Stand:

At 22:00hrs each day the West Stand curfew is implemented and the gates to the stand are closed and locked by security. No entry or exit can be made by guests or staff. Alternative exits in the South Stand must then be used. Our curfew is in place due to the residents who reside opposite the West Stand.

22:00hrs - 08:00hrs – Monday to Saturday – No public, staff or vehicle movement

22:00hrs - 09:00hrs - Sundays and bank holidays – No public, staff or vehicle movement



Additional:

For events across several function suites where delegate numbers exceed 250, a security officer will be booked by Chelsea FC to man the reception area. This is to discourage any 'non-event pedestrian traffic' in this area. The security officer will also be there to aid delegates with directions to function rooms, patrol the stand and check passes where required and assist with any parking issues.

Car Parking, all vehicles must be logged with security at The Stamford Gate:

Date and estimated arrival time:

Vehicle registration:

Full name of driver:

Location of parking on site:

Date and estimated departure time:

Parking is non-chargeable in the forecourt and roadway areas for the following:

Load in/out – cars/small vans up to 30 minutes

Load in/out – Large vans/artics up to 1 hour

Parking in addition to the above times will be charged as per the onsite above ground car park tariff, please ask your coordinator to send you the tariffs.

Vehicle arrival and load in:

The West Stand forecourt is a roadway for stadium traffic and is also a pedestrian walk way to the Museum. When necessary a traffic controller will be booked to manage large event rigs. Vehicles are requested to park at Exit Gate 11 where the goods lifts are located. On completion of load in the vehicle must depart site or park in their pre booked allocated space.

Vehicle departure and load up:

All vehicles connected with a post 22:00hrs event must re park outside the curfew gates before this curfew unless they are departing after 08:00 the following weekday or 09:00 Sundays/Bank Holidays.

Vehicle loading post event on the night of the event can be accessed in the South Stand. Once load up has been completed the vehicle must exit via the Stamford Gate.

Credit Facilities:

Clients and Agents may apply for a credit facility with Chelsea Football Club, the following points apply:

- Events over £10,000 net may apply for credit
- The cost of the application will be covered by Meetings and Events - CFC
- Applications to be completed and communicated to your Sales Executive
- A credit facility agreement will be given by the main accounts office at Chelsea FC, the Sales Executive will confirm this agreement to the client
- A signed contract and a 50% deposit of the estimated spend inc VAT is still required
- During coordination of the booking the Sales Executive will closely monitor the projected spend for the event and if a further deposit is required a second pro forma invoice will be submitted
- On completion/departure of the event a final invoice will be sent to the client
- Payment for the final invoice should be paid within 30 days of receipt of invoice