

## **Tiger Events Conferences and Events KCOM Stadium Terms and Conditions of Trading**

### **1. Definitions**

In these terms and conditions the following words and phrases shall have the following meaning:

**'Client'** means the person(s), firm or company to whom the Company's hospitality and/or conference facilities are being hired out and provided.

**'Company'** means Venue Catering Partner Ltd (**VCP**) operating as the partner contractor to the SuperStadium Management Company at the KCOM Stadium.

**'Confirmed Booking'** means confirmation of a Provisional Booking in writing from the Client or a third party with authority to act on behalf of the Client, to the Company to be received not later than 14 days after the Provisional Booking.

**'Force Majeure Event'** means any event beyond the control of the company including (but not limited to) war (whether declared or not), civil war, riots, terrorism, natural disasters such as violent storms, floods and/or lightening, explosions, fires and / or destruction of plant, machinery and / or factories, strikes and labour disputes of all kinds, acts of authority, whether lawful or unlawful, except for an act for which the Company has assumed the risk by virtue of any other provisions of this Agreement, and any lack of authorisation, licence or approval necessary for the performance of the contract which is to be issued by any public authority and / or other cause whatsoever beyond the Company's control.

**'Function'** means an event to be held within a hospitality box, room or facility booked on a specific date or dates.

**'Guests'** mean the people who the Client invites to attend the Function.

**'Guaranteed Minimum'** means the minimum number of Guests attending a function as agreed between the Client and the Company at the time of making the Confirmed Booking.

**'Order Form'** means the form that sets out the choice of various consumables that the company offers to provide the Client during and in relation to the Function.

**'Payment Request'** means the request issued by the Company to the Client for payment in advance of a Function.

**'Provisional Booking'** means a telephone reservation with the Company for a Function.

**'Total Charge Estimate'** means the estimated total value of all services to be supplied calculated with reference to the Guaranteed Minimum.

### **2. Provisional Booking**

- 2.1 **The Company shall hold a Provisional Booking for a maximum of 14 days until the Company receives a written Confirmed Booking, unless otherwise agreed in writing. The Company reserves the right to cancel any booking, due to Football/Rugby/Major Event Scheduling or any other Force Majeure Event. In the case of a cancellation due to any of the above circumstances, the Company will use its best endeavours to offer the Client another suitable date.**

2.2 Upon making a Confirmed Booking the Client must agree with the Company the Guaranteed Minimum.

[HC1]

### 3. Price / Payment

- 3.1 The Company shall provide to the Client the Total Charge Estimate on or as soon as reasonable practicable after making the Confirmed Booking.
- 3.2 Following provision of the Total Charge Estimate in 3.1, the Client will pay a non-refundable deposit of £ £150 or 10% of the Total Charge Estimate, whichever is the greater. [HC2]
- 3.3 The Client must notify the Company in writing of its estimate of final numbers to the nearest 10 Guests 14 days before commencement of the Function.
- 3.4 Final numbers of Guests must be given 7 days before the commencement of the Function ("Final Number"). If no Final Number is received by 7 days before the Function the Client will be charged for the last number the Company received, the Guaranteed Minimum or the actual number of Guests, whichever is the greater and such charge is payable by the Client upon presentation of invoice.
- 3.5 The Company reserves the right to change any of its prices on reasonable notice to the Client.
- 3.6 Unless otherwise stated all prices quoted are exclusive of value added tax, which will be charged at the rate in force at the time of the issue of any invoice or Payment Request.
- 3.7 The Company will require full payment, based on the greater of the Final Number and Guaranteed Minimum, prior to a Function unless prior arrangements for credit facilities have been made.
- 3.8 A Payment Request will be issued by the Company for the full balance payable, which must be settled by the Client within 14 days of the date of the request or prior to the Function taking place, whichever is the earlier. Should payment following the Payment Request be outstanding more than 14 days from the date of the request, the Company may treat the Confirmed Booking as being cancelled by the Client. The Company reserves the right to retain any payments previously made by the Client in relation to the specific Function in such circumstances.
- 3.9 Any Payment Request or other invoices issued by the Company will be payable within 14 days of receipt. All Payment Requests and invoices must be paid in full without any set off whatsoever.
- 3.10 The Company reserves the right to charge interest at the rate of 2.5% over the National Westminster Bank Base Rate per annum, compounded monthly on all overdue accounts.
- 3.11 The Company will charge 2.3% on the gross total of all amounts paid with a credit card. No charge will be made on any transactions settled with a debit card.
- 3.12 There shall be no refund payable to the Client if the actual number of guests at the Function is less than the greater of the Final Number and Guaranteed Minimum.
- 3.13 The Company cannot guarantee to supply service to numbers of Guests arriving at a Function in excess of those agreed as the Final Number. If the Company does agree to supply the service to such Guests, then the Company reserves the right to charge an additional fee based on the Company's normal prices per head.

### 4. Use of Contractors

- 4.1 The Company does not permit the use of any outside caterers or alcohol providers by the Client or its Guests for any Function without the prior written consent of the Company.
- 4.2 Should the Client wish to hire a performing Disco / band or live act for the Function it shall:
  - 4.2.1 Obtain the Company's written permission
  - 4.2.2 Only hire a performing band or live act that has public liability insurance to the value of £1 million to cover any death or injury to any of the Company's employees or



any third party, or the loss of, or damage to the Company's or any third party's property resulting from the malfunction of their equipment and from their actions generally, and

4.2.3 Indemnify the Company for any claims brought against the Company by its staff and / or a third party for breach of contract or negligence as a result of performing Disco / band or live act's actions and performances including without limitation claims in any court or tribunal, and

4.2.4 Provide or procure that any information or documentation reasonably requested by the Company is provided prior to the Function.

## 5. Cancellation

5.1 In the event that the Company receives written notice cancelling the Confirmed Booking from the Client, the Client shall pay to the Company a cancellation fee calculated as follows:

5.1.1 The Total Charge if notice of cancellation is received by the Company less than 14 working days prior to the commencement of the Function

5.1.2 50% of the Total Charge if notice of cancellation is received by the Company between 28 and 14 working days prior to commencement of the Function

5.1.3 30% of the Total Charge if notice of cancellation is received by the Company between 56 and 29 working days prior to the commencement of the Function

5.2 If the Client cancels a Confirmed Booking, it shall pay the cost and any cancellation charges for all bookings with third parties that the Company has made on its behalf, whether for entertainment, car hire, equipment or otherwise.

5.3 All monies, including Deposits, received are non refundable.

## 6. Dress Code / Conduct

6.1 The Client shall be held responsible for ensuring its Guests observe the relevant dress code for any Function. The Company reserves the right to refuse entry to any Function by Guests whose attire contravenes the relevant dress code.

6.2 The Client shall be responsible for the orderly conduct of the Function and shall ensure that nothing shall be done which may constitute a breach of the law or in any way cause a nuisance or be an infringement of or occasion or render possible forfeiture or endorsement of any license for the sale of alcohol or for music and dancing. Failure to do so shall entitle the Company to require the offending individual(s) to leave the Function and shall constitute a breach of these Terms and Conditions of Trading.

## 7. Termination

7.1 The Company reserves the right to terminate the booking at any time and, without prejudice to any other rights or remedies it may have, retain all monies paid to it by the Client if:

7.1.1 The Client becomes bankrupt, insolvent or enters into liquidation or receivership.

7.1.2 The Function may, in the reasonable opinion of the Company, prejudice the reputation of the Company or the Super Stadium Management Company;

7.1.3 Any person or Guest using the facilities in connection with the Function breaches or fails to observe the rules and procedures of the Company or the Super Stadium Management Company; and

7.1.4 The Client fails to fulfil any of their obligations under these Terms and Conditions of Trading.

## 8. Damage

8.1 The Client will be responsible for any damage to the property of the Company and/or the premises where the Function is held, caused by its Guests during the Function.

- 8.2 Unreasonable amounts of clearing up after a Function shall incur a charge based upon equipment and labour costs. The minimum for such cleaning up will be £250.00. Vomiting, Confetti and 'Party String' clearance will always incur such a charge.
- 8.3 The Client will not affix any logo, notice, signage, emblem or other item to any part of the premises other than with the prior permission of the Company. Displays may be erected provided the Company's prior written agreement is obtained.

## 9. Liability

- 9.1 Nothing in these Terms and Conditions of Trading exclude or limits the liability of the Company.
- 9.1.1 for death or personal injury caused by it's negligence;
- 9.1.2 for any matter which it would be illegal for it to exclude or attempt to exclude its liability; or
- 9.1.3 for fraud or fraudulent misrepresentation.
- 9.2 Subject to clause 9.1:
- 9.2.1 The Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the amount payable by the Client for the relevant booking; and
- 9.2.2 The Company shall not be liable to the Client for loss of profit, loss of business or depletion of goodwill or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses which arise out of or in connection with the booking.
- 9.3 The Client shall indemnify the Company and its Directors, Officers and Employees against all charges, claims, damage, liabilities, proceedings, demands, fines, fees, costs or expenses (to include legal expenses on a solicitor and own client basis) including but not limited to, loss or goodwill, loss of profit and loss of opportunity suffered by the Company directly and indirectly as a result of any breach of these Terms and Conditions of Trading and / or the negligence or wilful default of the Client or any of its Guests.
- 9.4 It is a requirement of both the Super Stadium Management Company and the Company that any Client looking to provide their own food items for events held in Sports Bar must return the Company's signed food disclaimer form within 7 days of the Function.

## 10. Personal Property

- 10.1 The Company does not accept responsibility for any loss of, or damage to, or destruction of vehicles, or other property however caused.

## 11. General

- 11.1 The Company may rescind its contract with the Client if it is prevented, hindered or delayed from performing any of its obligations by a Force Majeure Event.
- 11.2 These Terms and Conditions of Trading shall apply at all times and may only be revised or amended in writing providing written consent is given by an authorised representative of each party
- 11.3 Except as expressly provided under these Terms and Conditions of Trading, the rights and remedies contained in these Terms and Conditions of Trading are

cumulative and are not exclusive of any other rights or remedies provided by law or otherwise.

- 11.4 The failure to exercise or delay in exercising a right or remedy under these Terms and Conditions of Trading shall not constitute a waiver of the right to remedy or a waiver of any other rights or remedies. No single or partial exercise of any right or remedy under these Terms and Conditions of Trading shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.
- 11.5 Each of the provisions contained in these Terms and Conditions of Trading shall be construed as independent of every other provision, so that if any provision in these Terms and Conditions of Trading shall be determined by any Court or competent authority to be illegal, invalid and / or unenforceable, then such determination shall not affect any other provision of these Terms and Conditions of Trading, all of which other provisions shall remain in full force and effect.
- 11.6 These Terms and Conditions of Trading shall be governed by all construed in accordance with English law and the English courts shall have exclusive jurisdiction to determine any dispute that may arise out of, under, or in connection with these Terms and Conditions of Trading.
- 11.7 The Company does not allow any Guest to bring their own alcohol onto the premises.  
Should any Guest be found to do so, a corkage charge of £10.00 + vat per bottle of wine / beer, and £50.00 + vat per bottle of spirit will be charged on the evening.

**Venue Catering Partner Ltd**

**Tiger Events KCOM Stadium, JULY 2016**

## **NUT & FOOD ALLERGIES CUSTOMER INFORMATION**

**VCP at the KCOM Stadium, Hull** understands that nut and other food allergies present a serious problem to some people, and our staff will do their best to provide you with the information that you need. Please ask to speak to the catering manager if you consider yourself at risk.

The Food Labelling (Amendment) (England) (No. 2) Regulations 2004 enacted the European Directive 2003/89/EC in the UK to control the labelling of allergenic food ingredients in foods. This legislation places a duty on manufacturers, where specified allergenic foods or their derivatives are used as ingredients in pre-packed foods, to indicate the relevant allergenic food on the labelling. These regulations do not however cover all potentially allergenic foods or allergenic foods that are unintentionally present in food products as a result of cross-contamination at some point during the manufacture or transportation.

Where recipes are known to contain any of the major food allergens such as nuts, these will be identified accordingly:

- in the name of the dish on menus or beside the dish on display for the benefit of regular customers
- in the name of the dish on menus or on request for occasional/waitress served customers

### **Note:**

If the meal is prepared on site then the company cannot guarantee that our kitchens will be free of all traces of potential allergens which may cause unintentional cross contamination. If customers are highly sensitive to even small traces then they should make the chef aware before purchasing any products or ordering a meal.

It is important not to rely on information on the weekly menu because recipe ingredients may change. Selective labelling of some dishes does not imply that all other items are free from allergenic products.

Sometimes established recipes may be varied to include nuts. Regular customers who consider themselves at risk should always seek clarification before selection and consumption of foods.

Where customers have the opportunity to serve themselves, serving utensils may be transferred from one dish to another. It is also possible that nibbed nuts on desserts and sesame seeds on bread and rolls may fall off and contaminate other foods in a similar way.

**I agree to the terms and conditions of VCP Ltd:**

**PRINT NAME:.....**      **TYPE OF EVENT:.....**

**SIGNED:.....**      **GUARANTEED MINIMUM NO's:.....**

**(These numbers will be charged for)**

**DATE:.....**      **DATE OF EVENT:.....**

**Signature above confirms that you have read and agreed to all the Terms and Conditions**

**To emphasis and confirm key points in the contract again please note the following upon signature**

- 2.1 The Company shall hold a Provisional Booking for a maximum of 14 days until the Company receives a written Confirmed Booking, unless otherwise agreed in writing. The Company reserves the right to cancel any booking, due to Football/Rugby/Major Event Scheduling or any other Force Majeure Event. In the case of a cancellation due to any of the above circumstances, the Company will use its best endeavours to offer the Client another suitable date.**
  
- 8.1 The Client will be responsible for any damage to the property of the Company and/or the premises where the Function is held, caused by its Guests during the Function.**