



HOSPITALITY TERMS AND CONDITIONS

DEFINITIONS:

Agreement: together the Confirmation, these Hospitality Terms and Conditions and the Ground Regulations

Somerset County Cricket Club: St James Street, Taunton, TA1 1JT

Authorised representative: a person authorised by you to use your Hospitality Package

Confirmation: the order confirmation and invoice issued to You by us confirming details of the Hospitality Packages purchased by You and the price

Ground regulations: means the ground regulations that are available on the Club website

Hospitality Packages: the package(s) of rights identified in the Confirmation and for which You have purchased the Hospitality package

Match: the cricket match identified in the Confirmation including the ticket to access the Ground

Material: any audio, visual or audio-visual material or any information or data

Price: the amount payable by You to us for the Hospitality Package as set out in the confirmation

Season: the relevant sporting season usually running from April to September

Ground means: Cooper Associate County Ground

You or Your: the purchaser of the Hospitality Package

1. YOUR RIGHTS:

1.1 The Confirmation confirms the hospitality packages which You have selected for the Match and the basis upon which You and any Authorised Representatives will be granted access to the Ground

1.2 The Agreement governs the purchase and use of Hospitality Packages by You and Your Authorised representatives. In the event of any conflict between the documents making up the Agreement, the following order of precedence will apply

- a) Ground Regulations
- b) The Confirmation
- c) These Hospitality Terms and Conditions

1.3 We reserve the right to make reasonable changes to the Hospitality Packages at any time. Due to capacity or staffing issues it may be necessary for SCCC to change your Hospitality Package by upgrading you to a different package. You agree to any such upgrade. Your Hospitality Package will never be downgraded.

2. PRICE:

2.1 We reserve the right by giving written notice to the Customer at any time before delivery of the Tickets to increase the price to reflect any increase in the cost of the Hospitality Package to You including but not limited to any foreign exchange fluctuations, current regulation, alteration of duties or any cost incurred by us without fault of us since the issue of the Confirmation

2.2 The price shall be inclusive of Value Added Tax and all other applicable taxes which shall be paid by You

3. PAYMENT

3.1 All hospitality packages must be paid in full thirty days prior to the event. If the booking is made within thirty (30) days, payment must be made in full at the time of booking.

3.2 Unless credit terms have been agreed in advance, any additional fees or charges for any additional goods or services provided to You at the Event must be paid in full by You by an authorised credit card.

4. CONDUCT AND HOUSE RULES:

4.1 By accepting these Hospitality Terms and Conditions, You agree that You shall be fully responsible for ensuring that You and all Authorised Representatives will:

a) at all times comply with these Hospitality Terms and Conditions, the Ground Regulations and all reasonable instructions from our staff;

b) at all times behave in a manner that is courteous and respectful to all other persons in the Ground, including other guests and staff;

c) not engage in any threatening, abusive or violent behaviour or use racist, discriminatory, foul or abusive language;

d) not take any action which may negatively affect the health and safety of any persons in the Ground;

e) not bring any alcohol, illegal substances or drugs onto the Ground or enter or be on the Ground whilst under the influence of any illegal drugs;

f) not enter or be in the Ground whilst drunk;

g) comply with any specific match dress code and dress smartly at all times;

h) only smoke in permitted smoking areas in the Ground;

i) not enter any areas of the Ground which are not open to the general public, including but not limited to the playing area, unless with the express permission or instruction of our stewards or officer and/or any police officer.

j) not interfere with, tamper or cause any damage to the Ground or to any equipment, furniture, fixture or fitting within the Ground and will be liable for any costs of repairing and or replacing any damaged property and any other associated liabilities, losses, costs and/

or expenses

k) not interfere with, tamper or cause any damage or injury to any person or their property whilst on the Ground and will be liable for the costs of repairing and/or replacing any damaged property and any other associated liabilities, losses, costs and/or expenses.

l) not bring any item into the Ground which may pose a hazard or nuisance to any other person including but not limited to knives, fireworks, explosives, smoke, canisters, flares, illegal substances, laser devices, drones or any other item that may be used as a weapon

4.2 Mobile telephones and other mobile devices are permitted within the Ground provided that i) they are used for personal and private use only (which, for the avoidance of doubt and by way of example only, shall not include the capturing, logging, recording, transmitting, playing, issuing, showing, or any other communication of any Material for any commercial purposes); and ii) no material that is captured, logged, recorded, transmitted, played, issues, shown or otherwise communicated by a mobile telephone or other mobile device may be published or otherwise made available to any third parties including, without limitation, via social networking sites

4.3 Neither You nor Your Authorised Representatives are entitled to attend the Ground to watch any match or event other than the Match

4.4 We may refuse You and/or Your Authorised Representative admission to the Match if you are unable to show a valid ticket

4.5 You acknowledge and agree that persons under the age of 18 cannot enter or be left at the Ground unattended and must be always supervised by an adult. The Supervising adult is always totally responsible for the behaviour of young persons and young persons shall be expected to adhere to these Hospitality Terms and Conditions and Ground Rules

4.6 The Ground operates under the Licensing Act 2003 premises licence and in compliance with the Sport Events (Control of Alcohol etc.) Act 1985 (as amended). You agree to always comply with both

4.7 We reserve the right to ask You or Your Authorised Representatives for industry recognised identification when purchasing alcoholic beverages. If You are buying alcoholic beverages for more than one person, we reserve the right to ask for industry recognised identification from all parties who are receiving a drink. We reserve the right not to serve alcoholic beverages to anyone who is not able to provide suitable identification, or to anyone else for any reason.

4.8 It is Your responsibility to ensure that any Authorised Representative who uses the Hospitality Package and/or ticket are aware and complies with these Hospitality Terms and Conditions and the Ground Rules. You will be fully responsible and liable for any failure to comply with these Hospitality Terms and Conditions and the Ground Rules by an Authorised Representative

4.9 Unless credit facilities have been agreed by us in advance, You must pay for any additional food and drink ordered by You (or any Authorised Representative) over and above the food and drink specifically provided as part of the Hospitality Package and/or any additional goods or services purchase by You and/or any Authorised Representative on a matchday at the time of ordering. If applicable, You shall confirm to the Ground, on or before the event start date, the names of any guests who You have authorised to sanction, on Your behalf, any additional spend

4.10 No food or beverages should be brought into the Ground premises without the prior written consent of Somerset County Cricket Club

4.11 You agree that we may refuse You and/or Your Authorised Representatives entry to the Ground or may ask You and/or them to leave the Stadium at any time if we reasonably consider that You are not in compliance with the rule set out in paragraph 4

5 RESALE AND USE OF TICKET AND CHANGE OF DATES

5.1 Hospitality Packages are non-cancellable and non-refundable

5.2 Neither Hospitality Packages or tickets may be re-sold without the prior written consent of SCCC save that Hospitality Packages may be used by (but not sold to) Authorised Representatives in accordance with these Hospitality Terms and Conditions and the Ground Rules

5.3 The unauthorised sale or disposal of a ticket may amount to a criminal offence under section 166 of the Criminal Justice and Public Order Act 1994, as amended by the Violent Crime Reduction Act 2006. SCCC will inform the police if it becomes aware that a ticket has been sold illegally and will press for charges to be brought against those breaking the law. If You are convicted of a ticketing touting offence, or reasonably suspect You have committed such an offence, we will notify the ECB who may in turn notify other ECB Clubs and/or the relevant law enforcement authorities. The information that we share may include Your personal details, information about the offence and about ticket purchases (including payment details). We will use this to identify and prevent ticket touting offences and disorder at matches. We may also, in our sole discretion impose any of the sanctions set out in paragraph 10.

5.4 You may not use or make the Hospitality Packages available as prizes in any competitions or other promotional activities of whatever nature, nor shall You or Your Authorised Representatives make any public statement, announcement or declaration or carry out or be associated with any promotional activity or whatever nature expressly or impliedly referring to a relationship between i) You and Authorised Representative or any third party associated with You and/or any Authorised Representative and ii) SCCC

5.5 The ticket for the Match will always remain the property of SCCC and must be produced with evidence of Your identity if required by any official, steward or employee of SCCC or any police office. SCCC reserves the right to require the immediate return of the ticket at any time

6. CHANGES TO DATES, REFUNDS AND EXCHANGES

6.1 No guarantees can be given by SCCC that the Match will take place on the date or time specified in the confirmation. Reasonable endeavours shall be made by SCCC to publicise any change to the date and/or time of the Match as far in advance as possible but matches may be rescheduled and without any liability whatsoever. Your Hospitality Package will enable You to attend the re-arranged match or an alternative match

6.2 No refunds will be given by SCCC for any Match unattended and where the Match is cancelled, abandoned, or postponed SCCC shall have no liability to You or any Authorised Representative in respect of any such Match except that, following any cancellation, abandonment or postponement of a home match, You or any Authorised Representative shall be entitled to attend the rearranged match

6.3 If the match is abandoned due to adverse weather, the ticket value from the package price will be refunded. This will not apply to the catering charge which will be as normal

6.4 SCCC will not have further liability whatsoever including (but not limited to) any indirect or consequential loss or damage, loss of enjoyment or travel/accommodation costs.

6.5 All sales are final, and no refunds will be offered to supporters who wish to return their ticket or cancel their Hospitality Package

7 MENU CHOICE AND DIETARY REQUIREMENTS

7.1 For all Hospitality Packages You will need to notify us no later than 10 days prior to the Match if any of Your guests have any specific dietary requirements or allergies

7.2 The selection of menu choices for both buffet and plated meals will be entirely at our discretion

8 TICKET – LOSS OF THEFT

8.1 If You lose or misplace Your ticket(s) or have them stolen, You should report this to SCCC as soon as possible. If Your ticket is stolen You should report the theft to the police and the relevant crime number should be quoted in all correspondence to SCCC. SCCC may issue duplicate tickets in its absolute discretion and on such terms and conditions as SCCC directs.

8.2 Your seat numbers will be confirmed on Your ticket (where relevant)

9 TABLE RESERVATIONS

9.1 Unless it is specified in the Confirmation that Your Hospitality Package includes a reserved table Your dining seats will be unreserved.

9.2 We may, where requested and subject to availability and our discretion, reserve tables for large groups

10 APPLICATION OF SANCTIONS, TERMINATION AND/OR WITHDRAWAL OF YOUR RIGHTS

10.1 Without prejudice to any other rights or remedies that SCCC may have, if any of the circumstances set out in paragraph 10.2 apply, SCCC reserves the right to

- i) eject You and/or Authorised Representative from the Ground (or refuse them entry to the Ground)
- ii) suspend or terminate the Agreement between SCCC and You for the Hospitality Package
- iii) prevent You and/or any Authorised Representative (either indefinitely or for a period of time) from attending any future match held at the Ground; and/or
- iv) provide relevant information to the police or other relevant authorities

10.2 The circumstances detailed in paragraph 10.1 include

- a) You or any Authorised Representative breaching these Hospitality Terms and Conditions or Ground Regulations or otherwise misusing the Hospitality Package or ticket;
- b) the Hospitality Package or ticket being re-sold or offered for re-sale in contravention of legislation applicable to ticket touting;
- c) You or any Authorised Representative being prohibited by law from attending any sporting ground or being the subject of sporting related criminal or civil proceedings, and/or
- d) You or any Authorised Representative failing to make any payments due to SCCC

11. CONSEQUENCES OF TERMINATION

11.1 On termination or expiry of these Hospitality Terms and Conditions:

- a) all the benefits provided under the Hospitality Package shall terminate and automatically revert to us; and
- b) each party shall promptly return to the other all of the property of the other within its possession, including ticket and Car Parking vouchers (If relevant)

11.2 If the Hospitality Package is suspended or terminated in accordance with paragraph 10.2 you shall not be entitled to any refund

12. LIABILITY

SCCC's Liability to You

12.1 If SCCC fails to comply with these Hospitality Terms and Conditions, SCCC is responsible for loss or damage You suffer that is a foreseeable result of SCCC being in breach of these Hospitality Terms and Conditions. However, SCCC is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if at the time payment was made, both You and SCCC knew it might happen. For example, if the Ticket Holder discussed it with SCCC during the sales process

12.2 Notwithstanding paragraph 12.1, SCCC is not liable for any business losses. If Your purchase and/or use of the Hospitality Package is for any commercial business purposes (or where You are not acting as a consumer), SCCC will have no liability to You (or your Authorised Representative) for any loss of profit, loss of business, business interruption or loss of business opportunity

12.3 SCCC will not have any liability to You (and/or any Authorised Representative) for any failure to carry out or delay in carrying out any of SCCC obligations under the Hospitality Terms and Conditions or Ground Rules, including admitting You (and/or any Authorised representative) to the Ground to the match, caused by a circumstance outside its reasonable control

12.4 SCCC shall have no liability to a Ticket Holder (and/or any Authorised Representative) for any late delivery or non-delivery of any ticket or Car Parking resulting from the actions or omissions of any postal service provider

12.5 In the absence of negligence or other breach of duty by SCCC or its servants or agents, it will not be responsible for: i) any loss, theft or damage to any of their articles left or displayed in or at the Ground; and/or ii) any injury to You or any Authorised Representative

12.6 For the avoidance of doubt, SCCC does not exclude or limit its liability for:

- a) death or personal injury caused by its negligence;
- b) fraud or fraudulent misrepresentation

c) any liability which cannot be limited or excluded by law

13. YOUR LIABILITY TO SCCC

You shall reimburse SCCC for any and all costs, expenses and/or losses suffered by SCCC as a result of any breach of these Hospitality Terms and Conditions by You and/or your Authorised Representative, or a failure by such persons or entities to pay any sums to SCCC when due. Such costs and/or expenses shall include (without limitation) i) any legal costs incurred by SCCC or its professional advisors; and ii) interest on sums due to SCCC at a rate of 3% above the base rate of the Bank of England from time to time

14 ACCESSIBILITY AND DIETARY REQUIREMENTS

14.1 Dependent on an individual's needs a selection of specifically designed facilities can be provided at the Ground. Please contact us to discuss specific requirements and we will do our best to accommodate each individual's needs

14.2 All dietary requirements must be notified to us no later than ten (10) days prior to the Match. We will endeavour to accommodate all dietary requests, but this cannot be guaranteed. Please note that as a working kitchen we cannot guarantee a 100% sterile working environment

15 GENERAL:

15.1 If you have any problem with any of the facilities at the Ground, you should contact enquiries@somersetcountyycc.co.uk

15.2 SCCC may at any time in its reasonable discretion substitute Your allocated seat (where relevant) with an alternative seat and/or facilities of equal (or greater) price

15.3 Save as set out in paragraph 4.3, no person (other than a person who holds an appropriate licence) may capture, log, record, transmit, play, issues, show or otherwise communicate (by digital or other means) any Material in relation to a match, any players or other persons present in the Ground and/or the Ground, nor may they bring into the Ground or use with the Ground (or provide to, facilitate or otherwise assist another person to use within the Ground) any equipment or technology which is capable of capturing, logging, recording, transmitting, playing, issuing, showing or otherwise communicating (by digital or other means) any such material. For the avoidance of doubt the terms of paragraph x shall apply for any breach of the foregoing

15.4 SCCC and/or any person authorise by SCCC may from time to time create images and/or audio-visual video footage of You and the Authorised Representatives attending the Ground. SCCC owns all rights in such images and footage and SCCC shall be entitled to use them (and to allow others to use them) for any purpose whatsoever (provided that such use

does not harm the reputation of the relevant individual whose image is used)

15.5 SCCC reserves the right to change these Hospitality Terms and Conditions from time to time (for example to reflect changes in relevant laws and regulatory requirements) and shall publicise such changes on its websites

15.6 SCCC shall at any time be entitled to transfer its rights and obligations under the agreement to another company. SCCC confirms that: i) any such transfer shall not adversely impact You and/or the provision of the Hospitality Package by such company; and ii) it shall use reasonable endeavours to inform You of any such transfer (for example by placing a notice on its website of such transfer)

15.7 If any terms of the Agreement are found by a court to be illegal, the rest of the Agreement will remain in force. Each of the paragraphs of these Hospitality Terms and Conditions operates separately. If any court or other relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.8 Even if SCCC delays in enforcing the Agreement against You, SCCC will be entitled to enforce it at a later stage. If SCCC does not insist immediately that You do anything You are required to do under the Agreement or if SCCC delays in taking steps against You in respect of You breaking the terms of the Agreement, that will not mean that You do not have to do those things or that SCCC is prevented from taking steps against You at a later date

15.9 The Agreement constitutes the entire agreement between SCCC and You and neither SCCC nor You shall have any remedy in respect of any statement, representation, warranty or undertaking made by or on behalf of any other party in relation to the Agreement which is not set out therein

15.10 Other than ECB, no person other than You or SCCC has any rights under the Contracts (Rights of Third Parties) Act 1999 to rely on or enforce any term of the Agreement

15.11 You consent to SCCC holding and processing data relating to You for administrative and legal purposes. The personal data that you provide to SCCC shall be processed, stored and transferred in accordance with the terms of our privacy policy

15.12 The agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales (including in relation to any non-contractual disputes or claims)