

The 1901 Club Hospitality Terms & Conditions – 2017/18 Season

By booking and paying for a Hospitality Package the Purchaser is acknowledging that it has carefully read, understood and agrees to be bound by the 1901 Club Hospitality Terms and Conditions and the Terms of Entry (together the “Agreement”) which shall govern the relationship between the Purchaser and the Company in respect of the Hospitality Package.

1 DEFINITIONS

1.1 IN THIS AGREEMENT the following expressions shall have the meanings shown:

1901 Club Hospitality Terms and Conditions means the terms and conditions as set out below which apply to all Hospitality Packages.

Agreement means the agreement between the Purchaser and the Company for the purchase of a Hospitality Package which includes the 1901 Club Hospitality Terms and Conditions and the Terms of Entry.

Booking Confirmation means the notice issued by the Company to the Purchaser confirming the successful booking of a Hospitality Package.

Business Days means a day (other than a Saturday or Sunday) on which the banks are ordinarily open for business in the City of London.

Car Park Space means a car park space allocated to the Purchaser by the Company within the Designated Car Parking in accordance with clause 10.

Club Website means www.brightonandhovealbion.com

Company means Brighton & Hove Albion Football Club Limited.

Designated Areas means the Seat(s), Hospitality Areas and Designated Car Parking (if any) included in the Hospitality Package.

Designated Car Parking means the car parks on the campus of Sussex University or elsewhere designated by the Company for use by the Purchaser, where provided as part of the Hospitality Package.

Designated Car Parking Pass means such form of documentary evidence issued by the Company permitting the Purchaser to use the Designated Car Parking, where provided as part of the Hospitality Package.

Dress Code means smart business attire. Acceptable attire includes smart jeans and shoes but please note that, for example, ripped jeans, flip flops or trainers are not permitted. Men must wear a collared shirt or polo shirt. Football shirts, polo-necks and sweatshirts are not permitted with the exception of children aged 14 years old and under who are permitted to wear replica Brighton and Hove Albion football shirts.

Football Authority means each of the Premier League, EFL, The Football Association, FIFA, UEFA and any other relevant governing body of association football.

Force Majeure means any cause affecting the ability of the Company to provide the Hospitality Package arising from or attributable to any acts, events, omissions, incidents or accidents beyond the reasonable control of the Company.

Ground Regulations means the ground regulations adopted by the Company at the Stadium at the time of a Relevant Event (which may include regulations issued by a Football Authority). The Ground Regulations can be viewed at the Stadium, accessed via <https://www.seagullstickets.com/documents/html/tandc.html> or provided by the Company on request.

Guest means any individual(s) who the Purchaser is authorised to invite to attend the Relevant Event with the Purchaser as part of the Hospitality Package in accordance with this Agreement.

Home Match Ticket Terms & Conditions means the terms and conditions governing the issue and use of home match tickets which are available at <https://www.seagullstickets.com/documents/html/tandc.html>

Hospitality Areas means the 1901 Club and the areas within the Stadium, including restaurants, where hospitality services are available to the Purchaser as part of the Hospitality Package.

Hospitality Package means use of the Designated Areas at a single Relevant Event as set out in the Booking Confirmation.

Hospitality Package Price means the total price of the Hospitality Package as set out in the Booking Confirmation plus VAT.

Opening Hours means the periods during which the Designated Areas, Designated Car Parking, Hospitality Areas and Stadium remain open for a Relevant Event.

Purchaser means the purchaser of a Hospitality Package, being an individual or corporate entity.

Relevant Events means all ticketed Brighton & Hove Albion Football Club men's senior first team matches held at the Stadium, including all league games and domestic and European cup matches, excluding testimonial matches and friendlies.

Relevant Legislation means any Act of Parliament and any European Community Legislation or decree or any other legislation or decree having effect as law in the United Kingdom; reference to Relevant Legislation shall include any statutory modification or re-enactment for the time being of any enactment and any orders or regulations or permissions or directions made or issued under it or any enactment replaced by it or deriving validity from it.

Seat(s) means the seat(s) in the Stadium allocated to the Purchaser as part of the Hospitality Package.

Stadium means the American Express Community Stadium, Village Way, Brighton, BN1 9BL.

Terms of Entry means the Home Match Ticket Terms & Conditions and the Ground Regulations

Ticket means any ticket, voucher, booklet, card or other such entry materials which are provided by the Company to the Purchaser to enable the Purchaser (and its Guests if applicable) to use the relevant Hospitality Package.

2 BOOKING AND PAYMENT TERMS

2.1 By booking and paying for a Hospitality Package, the Purchaser is acknowledging that it has carefully read, understood and agrees to be bound by the 1901 Club Hospitality Terms & Conditions and the Terms of Entry which together shall constitute the Agreement between the Purchaser and the Company in respect of the Hospitality Package.

- 2.2 The Company cannot reserve any Hospitality Packages in advance. Payment must be made in full at the time of booking.
- 2.3 Purchasers of Hospitality Packages must be aged 18 or over at the time of purchase.
- 2.4 Hospitality Packages must be booked by telephone by calling 01273 878 278 or 0844 327 1901 and paid for using a debit or credit card. 1901 Club members will also be able to book Hospitality Packages online via <https://www.seagullstickets.com/en-gb/categories/hospitality>.
- 2.5 If a booking is accepted, the Company will send the Purchaser a Booking Confirmation within 10 Business Days of receipt of the Hospitality Package Price.
- 2.6 A legally binding agreement shall be formed between the Company and the Purchaser upon the Company issuing the Booking Confirmation.
- 2.7 Hospitality Packages are personal to the Purchaser and cannot be transferred or resold without the prior written consent of the Company. If the Purchaser purchases more than one Hospitality Package then the Purchaser can invite Guest(s) to use the Hospitality Package in accordance with clause 3.
- 2.8 The Purchaser is responsible for notifying the Company about any special dietary requirements (e.g. allergies, intolerances) for the Purchaser and its Guests no later than five (5) Business Days prior to the Relevant Event.

3 GUESTS

- 3.1 The Purchaser is responsible for making its Guests aware of the 1901 Club Hospitality Terms and Conditions and the Terms of Entry and ensuring their compliance with the same.
- 3.2 If the Purchaser or any Guest is in breach of this Agreement, the Company reserves its right to take one or more of the following steps which it in its absolute discretion deems appropriate: (i) evict the person from the Stadium; (ii) withdraw and cancel any Ticket or Hospitality Package; (iii) issue limited or lifetime bans; (iv) report the matter to the Football Authorities who in turn may notify other Football Authorities and/or the UK Football Policing Unit; (v) report the matter directly to the police; and/or (vi) take legal action. In any of these circumstances, no refund of all or any part of the Hospitality Package Price will be paid by the Company. The Purchaser also acknowledges that it may face action from the police in the event of certain of these breaches which may, among other things, render it liable to a fixed penalty fine and/or criminal prosecution.

4 DRESS CODE

- 4.1 The Company operates a strict Dress Code in relation to Hospitality Packages which the Purchaser and its Guests must adhere to at all times.
- 4.2 The Company reserves the right to refuse admission and/or eject from the Stadium the Purchaser and/or its Guests if (in the Company's sole opinion) they are in breach of the Dress Code.
- 4.3 The Company will not provide alternative seating or any financial compensation to the Purchaser or any Guest who is refused admission or ejected from the Stadium due to a breach of the Dress Code.

5 ETIQUETTE AND STANDARDS OF BEHAVIOUR

- 5.1 The Purchaser and its Guests must abide by the 1901 Club Hospitality Terms and Conditions and the Terms of Entry and agree not to do anything or procure anything to be done that will or is likely to bring the name or reputation of the Company or Brighton & Hove Albion Football Club into disrepute.
- 5.2 Whilst the Company accepts that some Guests may favour the away team, the Seats provided as part of the Hospitality Package are within the home supporters' area in the Stadium and therefore Guests must respect their surroundings at all times.
- 5.3 The Company reserves the right to eject from the Stadium the Purchaser and/or any of its Guests that behave in a loud, disorderly, unruly or abusive manner or otherwise breach the Terms of Entry and shall not be required to pay any compensation to the Purchaser or any Guest as a result of any such ejection.
- 5.4 The Purchaser and its Guests are prohibited from bringing into or consuming in the Stadium any food or drink (whether alcoholic or otherwise) that has not been provided by the Company.
- 5.5 Children under the age of 18 are permitted within the Designated Areas but they must be accompanied by a responsible adult at all times.
- 5.6 The Company reserves the right to charge the Purchaser the cost of rectifying damage caused by the deliberate, negligent or reckless act of the Purchaser or its Guests to the Stadium (including the Designated Areas).
- 5.7 The Purchaser and its Guests will not have the opportunity to leave and re-enter the Stadium. The Company operates a strict policy prohibiting re-admission to the Stadium.

6 CANCELLED OR RE-ARRANGED RELEVANT EVENTS

- 6.1 The Company cannot guarantee that the Relevant Event will take place at a particular time or on a particular date.
- 6.2 The Company shall not be liable for any loss, damage or expense (including any indirect or consequential loss or damage, loss of enjoyment or travel/accommodation costs), arising out of or in connection with a Relevant Event being cancelled, postponed, curtailed, abandoned or subject to change of schedule for any reason whatsoever, including due to the rescheduling of fixtures or otherwise due to circumstances beyond the reasonable control of the Company.
- 6.3 The Company will use reasonable endeavours to inform the Purchaser of any postponement or cancellation (for example, in writing or by issuing a notice via the Club Website) prior to the Relevant Event.
- 6.4 If a Relevant Event is cancelled, postponed or rescheduled, the Company will offer the Purchaser one of the following (at the Company's discretion):
- (a) the option to attend the re-arranged Relevant Event. The Company will have no further liability whatsoever to the Purchaser and its Guest(s); or

- (b) the option of an alternative hospitality package of a comparable standard to the Hospitality Package for another Relevant Event; or
- (c) a full refund of all payment made by the Purchaser to the Company in respect of such cancelled or postponed Relevant Event.

6.5 The Company reserves the right to vary the provision and Hospitality Package in accordance with licensing restrictions in the event of a change in kick off times of any Relevant Event.

6.6 Save as set out in this clause 6, no refunds will be made in respect of a Relevant Event not attended, postponed, abandoned, delayed or rescheduled to accommodate live television coverage or for any other reason, or in any circumstance where the Company has cancelled a Hospitality Package or Ticket as a result of a Purchaser's conduct or otherwise for a breach of the Agreement.

7 CANCELLATION OR AMENDMENTS BY PURCHASER

7.1 The cancellation rights granted to consumers pursuant to The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 do not apply to Hospitality Packages. Consequently, consumers will not be able to cancel their Hospitality Package except in accordance with this Agreement or as otherwise permitted by law.

7.2 If the Purchaser wishes to cancel or alter a booking after the Company has issued a Booking Confirmation it can submit a request to the Company in writing. The Company shall be entitled to grant or withhold its approval in its sole discretion and to make approval conditional on the Purchaser agreeing to pay additional fees if necessary.

7.3 If the Company agrees to cancellation by the Purchaser, subject to the Purchaser giving ten (10) Business Days notice to the Company prior to the Relevant Event, the Purchaser will receive a full refund. The Company will refund to the Purchaser 75% of the Hospitality Package Price if the Purchaser cancels less than ten (10) Business Days before the Relevant Event.

7.4 The cancellation amounts and/or any charges set out in this clause 7 represent a genuine reasonable pre-estimate of loss and proportionate protection to compensate the Company for all losses incurred as a result of such cancellation.

8 MATCH DAY

8.1 The Purchaser and its Guests must present a Ticket in order to gain entry to the Stadium and Designated Areas.

8.2 The Purchaser and its Guests will only be granted admission to the Stadium and Designated Areas during the Opening Hours of the Relevant Event.

8.3 It is the responsibility of the Purchaser to check:

- (a) that the Company holds the correct details for the Purchaser and its Guest(s) and that the correct details appear on each Ticket; and
- (b) the date and time of the Relevant Event, which may be subject to alteration.

- 8.4 The Company reserves the right in its sole discretion to allocate alternative seats, rooms and facilities or services to the Purchaser (for example, when relocation is necessary for operational reasons). In the event of such change, the Company shall endeavour to provide a suitable replacement of equal or greater value than the Hospitality Package purchased.
- 8.5 The purchase of a Hospitality Package does not grant the Purchaser or its Guests exclusive use or possession of any part of the Stadium, Designated Areas, and Hospitality Areas or create a tenancy in kind.

9 TICKETS

- 9.1 Tickets are issued subject to the Terms of Entry which the Purchaser acknowledges it must adhere to and which form part of this Agreement.
- 9.2 Tickets remain the property of the Company at all times. The Company reserves the right to withdraw or require the immediate return of any Ticket at any time.
- 9.3 The Company is not responsible for any Ticket which is lost, stolen, forgotten, damaged, defaced or destroyed (whether a Ticket is damaged, defaced or destroyed shall be determined by the Company acting reasonably in its sole discretion). An administrative charge of £5 plus VAT is payable in order to replace each Ticket.
- 9.4 The Purchaser is prohibited from using a Hospitality Package for promotional, advertising or marketing purposes unless expressly authorised in writing by the Company.
- 9.5 The unauthorised sale or disposal of any 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. The Company will inform the police as soon as it becomes aware that a Ticket and/or Hospitality Package are being or have been sold in contravention of this law and may share information of any persons involved (or whom it reasonably believes are involved) with the police and, as applicable, Football Authority. The Company reserves the right to suspend or withdraw with no refund any Hospitality Package purchased by any person who is convicted of a criminal offence related to the illegal sale of tickets or is reasonably suspected by the Company of committing such an offence.

10 CAR PARKING

- 10.1 The Company shall provide the Purchaser with one (1) Car Parking Pass for every four (4) Hospitality Packages purchased to each Relevant Event. This Car Parking Pass must be produced at the Relevant Event in order to gain access to the Car Park Space.
- 10.2 The Company is not responsible for any Car Parking Pass which is lost, stolen, forgotten, damaged, defaced or destroyed. The Company may, in its absolute discretion, provide a replacement pass (or a pass for a different car parking space) and reserves the right to charge an administration fee in respect of any replacement issued.
- 10.3 Vehicles are parked at the risk of the Purchaser and the Company shall not be liable for any theft, loss or damage to any vehicle or its contents.
- 10.4 Car Park Passes are personal to the Purchaser and cannot be sold, transferred or assigned without permission of the Company.

11 LIABILITY

- 11.1 Subject to clause 11.5, the Company will not be liable to the Purchaser (or any Guest) for any loss or damage of any nature arising from any breach of an express or implied warranty, term or condition of this Agreement or any negligence, breach of statutory or other duty on the part of the Company or in any other way arising out of or in connection with this agreement, except in accordance with these 1901 Club Hospitality Terms & Conditions.
- 11.2 Subject to clause 11.5, the Company shall not be liable for: any loss suffered as a result of the exercise by the Company of its rights under this Agreement; (ii) any loss, damage or injury to the Purchaser (or any Guest) including any property belonging to the Purchaser (or any Guest) in or around the Stadium (including its approaches and Designated Car Parking) however caused; (iii) any loss, damage or injury to the Purchaser (or any Guest) caused by this Agreement; (iv) any indirect, incidental, special or consequential liability; (v) any loss of profits, loss of use, loss of opportunity or loss of or damage to goodwill; (vi) any losses arising from any interruptions and/or restrictions to the view of or enjoyment of a Relevant Event; or (vii) any loss incurred arising out of or in connection with any cancelled, postponed, rearranged or abandoned Relevant Event.
- 11.3 Subject to clause 11.5, the Company's total aggregate liability to the Purchaser (and its Guests) in respect of all matters arising out of or in connection with the Agreement shall not exceed a sum equivalent to the Hospitality Package Price.
- 11.4 The Company shall have no responsibility for any Guests' property that is left unattended in the Designated Areas. Any property left unattended is at the owner's risk.
- 11.5 Nothing in this Agreement shall limit either party's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation.

12 DATA PROTECTION

- 12.1 The Purchaser and its Guests acknowledge and agree that the personal data provided by them to the Company in the purchase and use of a Hospitality Package shall be collected, stored and used by the Company in accordance with Relevant Law and the Company's privacy policy (available at the Club Website).
- 12.2 The Purchaser and its Guests acknowledge that photographic images and/or video recordings (and/or stills taken from video recordings) may be taken of them and may also be used in televised coverage of a Relevant Event and/or for promotional or marketing purposes by the Company, Football Authority or other third parties (such as event promoters) and use of a Ticket to enter the Stadium constitutes consent to such use.

13 FORCE MAJEURE

The Company shall not be deemed to be in breach of this Agreement or otherwise liable to the Purchaser as a result of any delay or failure in the performance of its obligations under this Agreement if and to the extent that such a delay or failure is caused by a Force Majeure Event.

14 INDEMNITY AND COSTS

If the Purchaser is not a consumer, the Purchaser agrees to indemnify, and keep indemnified, the Company against any losses (of whatever nature and however caused or incurred), damages, liability, costs (including legal fees) and expenses incurred by the Company as a result of or in

connection with the acts or omissions of the Purchaser (or any Guest(s)) which are in breach of (or otherwise contrary to) the terms of this Agreement and/or any damage caused by the Purchaser and/or its Guest(s) to the Stadium or any property, equipment or facilities at the Stadium.

15 GENERAL

- 15.1 In the event that any of these 1901 Club Hospitality Terms and Conditions are declared void, ineffective or unenforceable by any competent court, the remainder of the 1901 Club Hospitality Terms and Conditions shall remain in effect as if such void, ineffective or unenforceable condition or conditions had not been included.
- 15.2 The Company reserves the right to make amendments to the 1901 Hospitality Terms and Conditions, the Home Ticket Terms & Conditions and the Ground Regulations from time to time. Up to date versions of these documents shall be available to access at <https://www.seagullstickets.com/documents/html/tandc.html>
- 15.3 The Company's failure to exercise, or delay in exercising, any right, power or remedy provided by this Agreement or by law shall not constitute a waiver of that right, power or remedy.
- 15.4 The Booking Confirmation including these 1901 Club Hospitality Terms and Conditions and documents referred to herein, comprise the entire agreement between the Company and Purchaser in relation to the purchase and use of Hospitality Packages.
- 15.5 The Company and its group companies shall be entitled to enforce these 1901 Club Hospitality Terms and Conditions against the Purchaser (and its Guests). The Company shall at any time be entitled to assign, transfer or novate the benefit and subcontract the obligations due under these 1901 Club Hospitality Terms and Conditions.
- 15.6 Except as expressly set out in this Agreement, no third party shall have any rights under this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 15.7 The Agreement (including without limitation the 1901 Club Hospitality Terms and Conditions) shall be governed by and interpreted in accordance with the laws of England and Wales and are subject to the exclusive jurisdiction of the courts of England and Wales.