

# MANCHESTER SUPER GIANTS' HOSPITALITY PACKAGE TERMS AND CONDITIONS

## 1. INTERPRETATION

**Contract** means a legally binding contract made in accordance with the Terms of Sale.

**Customer** means a person, firm, organisation, or company making the booking.

**Seller** means Manchester Super Giants.

**Package** means the provision of a Hospitality Package including the ticket to be provided by the Seller in accordance with the Terms of Sale.

**Event Date** means the date on which the Package is to be provided.

**Ground** means the venue where the Package is delivered including but not exclusively Emirates Old Trafford.

**Fee** means the amount to be paid by the Customer for the Package as provided by the Seller, including any deposit paid.

**Guests** means the number of people authorised to be invited by the Customer, and to whom the Seller will provide the Package.

**Terms** means the terms of sale as set out below.

## 2. TERMS OF SALE

- 2.1 All Packages are sold subject to availability and to these Terms. These Terms incorporate Manchester Super Giants Ticket Terms and Conditions, and any other applicable terms displayed with respect to a particular Package. All terms and conditions are available at <https://emiratesoldtrafford.lancashirecricket.co.uk/media/zpumjnte/the-hundred-ticketing-tcs.pdf>
- 2.2 The receipt of booking confirmation from the Seller shall constitute the booking and will create a Contract subject to these Terms.

## 3. TERMS OF PAYMENT

- 3.1 The Customer will pay the Fee in full, in accordance with any invoice issued, and in any event **no later than 6 weeks before the Event Date**.
- 3.2 The Fee shall be paid by the Customer, together with any VAT due thereon as applicable, and all other applicable taxes which shall be paid by the Customer.
- 3.3 An Order Summary that can be utilised as a VAT receipt for the full amount will be provided with a confirmation email at the time of booking on the ticketing system.
- 3.4 No booking is confirmed until payment has been received in full by the Seller. No payment will be deemed received until the Seller has received cleared funds.
- 3.5 The Seller reserves the right to revise these Terms at any time.
- 3.6 The Seller reserves the right to charge an administration fee in the event amendments or cancellations are made to the original booking.

#### 4. DELIVERY OF TICKETS

- 4.1 Delivery of the hospitality tickets shall be advised nearer to the event date and be made available at the earliest occurrence by the Seller to the Customer.
- 4.2 Hospitality tickets will not be issued to the Customer prior to receipt and bank clearance of payment in full of the Fee in respect of the relevant Package. Following receipt of the full Fee from the Customer, the Seller shall attempt, but not be obligated, to dispatch the hospitality tickets and any ancillary Event information to the Customer no later than 2 weeks prior to the Event.

#### 5. RISK AND PROPERTY

- 5.1 Risk of loss of the hospitality tickets shall pass to the Customer at the time the hospitality tickets are delivered to the Seller.
- 5.2 Once risk of loss of the hospitality tickets has passed to the Customer in accordance with clause 5.1 the Seller shall not be liable to replace any lost hospitality tickets.
- 5.3 Notwithstanding delivery or any other provision of these Terms, the hospitality tickets always remain the property of the Seller and maybe cancelled at any time and the Customer and Guests refused entry into the Ground.
- 5.4 All Packages are non-transferable, and the Customer shall not be entitled to sell or to pledge or in any way transfer, or charge by way of security for any indebtedness of the Package. For the avoidance of doubt, the hospitality tickets that are included within the Package may not be stripped from a Package and resold save for in the circumstances provided for at condition 6.2 (c).

#### 6. CANCELLATIONS

##### 6.1 Cancellation by Customer

If the Customer fails to pay the Fee in full by the due date as detailed in clause 3.1, or the Customer gives the Seller notice in writing of its intention to cancel the Package then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract and suspend provision of the Package and any further services to the Customer and;

- (a) Where cancellation takes place **more than 20 weeks from the Event Date** the Seller shall refund to the Customer *the Fee paid less the booking fee*.
- (b) Where cancellation takes place **between 20 weeks and 6 weeks prior to the Event Date**, the Customer shall be liable to the Seller for 25% of the Fee and shall only be entitled to *a refund of 75% of the Fee paid, less the booking fee*.
- (c) Where cancellation takes place **within 6 weeks or less prior to the Event Date**, the Customer shall be liable to the Seller for 50% of the Fee and shall only be entitled to *a refund of 50% of the Fee paid, less the booking fee*.
- (d) Where cancellation takes place **within 1 week or less prior to the Event Date** the Customer shall be liable to the Seller for 100% of the Fee and shall be entitled to *no refund*.

##### 6.2 Event Cancellation

- (a) If for any reason outside the control of the Seller (including, without limitation, due to the circumstances set out in condition 8.1) the Event is postponed, cancelled or abandoned (whether in whole or in part), or the venue is unable to

admit spectators, *any refunds shall be at the entire discretion of the Seller and the Customer is advised to take out its own insurance to cover such risks and associated costs.*

- (b) The Event is not guaranteed to take place and under no circumstances will any refund be made in respect of the purchase of the Package. However, if a refund scheme for the ticket element (the value of a Platinum Category ticket) included in the Package applies, then a partial refund may be applicable in accordance with Manchester Super Giants Ticket Terms and Conditions.
- (c) Double-Header Match Day: if zero to ten overs are played in respect of both Matches on the day for which the Ticket is valid (where the date of the Match has changed, this means the new date of the Match) and no result is obtained in respect of both Matches, an automatic full (100%) refund of the face value of the highest category of general admission Ticket for the Match (excluding any booking fees) will be made to the original credit or debit card used by the Purchaser to make the purchase of the Ticket(s).
- (d) Double-Header Match Day: if zero to ten overs are played in respect of one of the two Matches on the day for which the Ticket is valid (where the date of the Match has changed, this means the new date of the Match) and no result obtained in respect of such Match, an automatic partial refund equal to 50% of the face value of the highest category of general admission Ticket for the Match (excluding any booking fees) will be made to the original credit or debit card used by the Purchaser to make the purchase of the Ticket(s).
- (e) Subject as expressly provided in these Terms, and except where the Package is sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- (f) Where the Package is sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Customer are not affected by these Terms.
- (g) Any complaints concerning the Package on the Event Date must be notified to the Seller immediately and followed up in writing as soon as reasonably practicable after the Event.

## 7 VARIATION

- 7.1 Whilst every reasonable effort will be made to ensure that the Package is in accordance with the details as set out in publications, the Seller reserves the right in the Seller's absolute discretion to make any changes to the Package which does not in the opinion of the Seller materially affect the quality of the Package.
- 7.2 In the event that it is necessary for the Seller to make any material change to the Package (other than where due to the circumstances set out in conditions 6.2 and 8.1 and/or the acts or omissions of the Customer), the Seller will use reasonable endeavours to offer the Customer the option of an alternative Package of comparable standard or, where such alternative Package is not available or is unacceptable to the Customer, the Seller will repay to the Customer the Fee paid, where it has been paid by the Customer.

## 8 FORCE MAJEURE

- 8.1 The Seller shall not be liable to the Customer or be deemed to be in breach of this Contract or these Terms by reason of any delay in performing, or any failure to perform, any of its obligations in relation to this Contract or to these Terms if the delay or failure is due to any act beyond the Seller's reasonable control, including but not limited to; any Act of God, explosion, flood, tempest, fire or accident; war or threat of war, terrorist activity or threat of terrorism, sabotage, insurrection, civil disturbance or requisition, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental or local authority, import or export regulations or embargoes, strikes, lockouts or other industrial actions or trade disputes, power failure, pandemic or postponement or cancellation of the Event.

## 9 CUSTOMER DEFAULT AND TERMINATION

**9.1** The Seller may without prejudice to any rights or remedies which it may have against the Customer defer or terminate this Contract if:

- (a) The Customer commits a material breach of any of its obligations under the Contract which is not capable of remedy; or
- (b) The Customer has committed a material breach of any of its obligations under the Contract, which is capable of remedy, but which has not been remedied within a period of 10 days following receipt of written notice to do so; or
- (c) The Customer enters into any compromise or arrangement with its creditors, or if an order is made or an effective resolution is passed for its winding up (except for the purposes of amalgamation or reconstruction as a solvent company) or if a petition is presented to court, or if a receiver, manager, administrative receiver, or administrator is appointed in respect of the whole or any part of the other party's undertaking or assets; or
- (d) The Customer (if in business) ceases or threatens to cease to carry on its business; or
- (e) The Customer (if an individual) is made bankrupt; or
- (f) The Customer fails to pay the Fee in full, less than 6 weeks remaining prior to the Event.

**9.2** In the event that the Seller terminates this agreement pursuant to clause 8.1 the Seller will be entitled to retain the full amount of the Fee (if paid in advance) or recover any outstanding balance of the Fee in full as a debt.

## **10 LIABILITY AND INDEMNITY**

**10.1** Nothing in these Terms shall limit either party's liability for death or personal injury caused by its negligence, or for fraudulent misrepresentation.

**10.2** Neither the Seller, any of its officers, employees or agents shall be liable or responsible for any loss, damage or injury to the Customer and/or Guests or any property belonging to the Customer and/or any Guests, resulting from any cause whatsoever, and/or any loss of profit, loss of revenue, loss of anticipated saving, loss of use or loss of opportunity or any indirect, economic or consequential loss whatsoever and/or any cancellation, postponement or rearrangement of the Package in accordance with clause 6.

**10.3** The Customer shall indemnify the Seller in full against and hold the Seller, its officers, employees or agents harmless from all claims, costs, damages, liabilities, expenses (including but not limited to reasonable legal expenses) demands and judgements awarded against or incurred or paid by the Seller as a result of or in connection with any and all acts or omissions of the Customer, its Guests, employees, agents or subcontractors including but not limited to breach by the Customer, and/or Guests of these Terms, acts or omissions at the Event and damage caused at the Ground by the Customer and/or its Guests.

## **11 GUESTS TERMS AND CONDITIONS**

**11.1** The Customer is responsible for its Guests and agrees to bring these Terms and the Manchester Super Giants Ticket Terms and Conditions, to the attention of its Guests. The Customer and Guests agree to familiarise themselves with prohibited offences and prohibited items.

**11.2** The Customer and its Guests will not resell or otherwise transfer any part of a Package unless authorised by the Seller. A Package may not be used as a prize, or as part of a competition, or in any promotional or similar activity without the written consent of the Seller. A Ticket included in a Package may not be stripped from a Package (unless authorised by the Seller) or included as part of accommodation, food, drink and/or travel packages unless the Package has been authorised by the Seller.

- 11.3** The Customer and its Guests will not display any signage, promotional material, or other such items anywhere at the Ground without the Seller's prior written consent. **The Customer is responsible and liable for the conduct of the Guests and shall ensure that all Guests behave in a good and orderly manner whilst at the Ground and failure to do so may result in the Seller cancelling the Package without liability and/or refund to the Customer or the Guests and requested to leave the Ground.** The Customer and any Guest agree to leave the Ground if reasonably requested to do so by the Seller and/or the authorised staff of the Event organiser or the Ground.
- 11.4** As a minimum, smart casual attire is required in the facilities at the Ground and the Seller reserves the right to refuse admission to any person wearing inappropriate items of clothing and/or footwear or to require any such person to leave the Ground. Specific advice in relation to dress code will be included in the Event information section of any hospitality documentation sent to the Customer.
- 11.5** Where drinks are bought on a consumption basis, returns of open bottles of wine, spirits, and part kegs of draught beer and lager cannot be accepted. Where drinks are included in the Package open bottles of wine, spirits and other bottles are not to be taken out of the Ground.
- 11.6** The provision of a Package on an all-inclusive fee basis does not override the Seller's duty to ensure the safety and comfort of its other customers and staff. Nor does it override the duty of the Licensee under section 172 of the Licensing Act 1964 not to permit drunkenness on the premises or to supply alcohol to intoxicated persons on the premises.
- 11.7** The Customer and Guests should keep their valuables with them at all times.

## 12 GENERAL

- 12.1** This Contract is personal to the Customer and the Customer shall not co-license, sub-license, sell, assign, pledge or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Contract. The Seller shall be entitled to assign or sub-contract any of its rights, benefits, and interests in or under the Contract to third parties.
- 12.2** Notices shall be deemed to be served on delivery when delivered by hand, on receipt of a printout confirming due transmission when transmitted by electronic mail or facsimile, or 5 days after mailing if sent by mail, provided the postage is properly paid and such notice is correctly addressed to the respective party at the address made known by each party prior to entering the Contract. If a party changes its address for notification purposes, then it shall give the other party written notice of the new address and the date on which it shall become effective.
- 12.3** No waiver by the Seller of any breach of the Contract or these Terms by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 12.4** Nothing in the Contract or these Terms shall constitute or be construed as constituting a partnership or joint venture between the Seller and the Customer or shall authorise either party to enter into contractual relationships or incur obligations on behalf of the other party.
- 12.5** An entity which is not expressly a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract or these Terms.
- 12.6** If any provision of these Terms or the Contract is found by any competent authority or a court of law to be invalid or unenforceable for any reason, the invalidity or unenforceability of that provision will not affect the validity or enforceability of the remainder of these Terms and the Contract shall continue in full force and effect.
- 12.7** Any personal data will be held in accordance with any applicable legislation and the Seller's privacy policy, a copy of which is available at <https://emiratesoldtrafford.lancashirecricket.co.uk/manchester-super-giants-privacy-policy/>. The Seller will only use the data supplied by the Customer to inform the Customer of future Events and offers if the Customer has specifically opted-in to consent for marketing purposes. Please contact the Seller if the Customer has any questions about how the Seller collects and processes information.

12.8 These Terms and the Contract shall be governed by and construed in accordance with the laws of England, and the Customer agrees to submit to the non-exclusive jurisdiction of the English courts.