

1. The Contract

- 1.1 The Agreement is made between Leyton Orient Football Club (LOFC) and the Client on the terms and conditions set out herein.
- 1.2 Bookings cannot be confirmed by LOFC until payment has been received from the Client. Only upon receipt of confirmation from LOFC shall there be a binding contract.
- 1.3 Hospitality Packages are subject to availability.
- 1.4 The Client shall be deemed to have accepted these terms and conditions which shall govern the provision of the Services to the exclusion of any other terms and conditions. If there is any inconsistency between any of the provisions of these terms and conditions and the provisions of any other of LOFC's rules, terms and conditions or regulations, the provisions of these terms and conditions shall prevail.
- 1.5 The Agreement will apply to the exclusion of, and will prevail over all other terms and conditions, and any terms and conditions that the Client may seek to impose on LOFC.

2. Definitions

- 2.1 "Client" means the person, business or company named.
- 2.2 "Suite" means the Hospitality Suite whereby the Hospitality Package takes place.
- 2.3 "Ground" means The Breyer Group Stadium, Brisbane Road, Leyton, London. E10 5NF;
- 2.4 "Hospitality Package" means the hospitality package for the Match.
- 2.5 "Hospitality Package Price" means the total price for the Hospitality Package as stated upon booking.
- 2.6 "LOFC" means Leyton Orient Football Club.
- 2.7 "Season" means the relevant Season.

3. Prices and Payment terms

- 3.1 Deposits can be taken to reserve Hospitality. Invoices can be raised, and payment can be made by cheque, BACS, cash, or credit/debit card.
- 3.2 Full payment of invoices will be required within 14 days of the invoice date. Cheque payments can only be accepted no later than 14 days before the given fixture the client will be booking. If a client is booking a game within 14 days of the game date, then payment must be made in full by either credit/debit card payments or BACS so that the Club has cleared funds before the game takes place.
- 3.3 Tickets for the Match supplied as part of the Hospitality Package shall not be sent to the Client until the total Hospitality Package Price or amounts due under contract at the date of the match has been received in full and cleared funds by LOFC.
- 3.4 All Hospitality Package Prices quoted are inclusive of VAT.

4. Cancellations and Amendments by The Client

- 4.1 Alterations of bookings will be accepted at the sole discretion of LOFC.
- 4.2 In the event that the Client wishes to alter or cancel the booking any such alteration or cancellation must be confirmed in writing to LOFC. On receipt by LOFC of any cancellation instruction, the following terms and scale of cancellation charges will be applied:
 - (i) Cancellation by the Client will only be valid if made in writing and will be effective from the date the notice is received in the office of LOFC.
 - (ii) If the Client cancels a booking up to and including 14 days before the Match, LOFC shall be entitled to retain 20% of the Hospitality Package price.
 - (iii) If the Client cancels a booking within 14 days of the Match, LOFC shall be entitled to retain 50% of the Hospitality Package Price.
 - (iv) If the Client cancels a booking within 7 days of the Match, LOFC shall be entitled to retain 100% of the Hospitality Package Price. The sums stipulated in this clause represent liquidated damages to compensate LOFC for all losses incurred because of such cancellation and the parties acknowledge that they comprise reasonable pre-estimates of actual loss. Insofar as not already received, payments are due within 14 days of cancellation.

5. Cancellations or Curtailment by LOFC

5.1 No guarantees can be given by LOFC that the Match will take place at a time or on a date. LOFC shall not be liable for any loss, damage or expense as a result of the Match being cancelled, postponed, curtailed or subject to a change of schedule because of rescheduling of fixtures, football rules or regulations, weather, government action, strike, civil commotion, national disaster or other force majeure or cause beyond the reasonable control of LOFC or for any other reason through no fault of LOFC;

5.2 In the event that the Match is cancelled or postponed, or LOFC cannot provide the Hospitality Package to the Client for any reason, LOFC agrees to offer the Client

- (i) the option of an alternative hospitality package of a comparable standard to the Hospitality Package
 - (ii) a full refund and any payment made by the Client in circumstances where there is no alternative package available, or where such alternative package is unacceptable for reasonable causes, provided that the Client gives written notice to LOFC to this effect within 48 hours of notification of the alternative package proposed.
- The Client accepts that either an alternative package or repayment shall be in full and final settlement of all claims in respect of the cancelled booking; LOFC shall have no further liability.

6. Liability

6.1 LOFC shall have no liability for any Client or any of its guests (other than liability for death or personal injury arising from the negligence of the LOFC) for any loss or damage of any nature arising from any breach of any express or implied warranty, term or condition of the Agreement or any negligence, breach of statutory or other duty on the part of LOFC or in any other way arising out of or in connection with the performance or purported performance of or failure to perform the Agreement, except in accordance with these Hospitality Terms and Conditions;

6.2 In any event, LOFC shall not be liable for:

- (i) any loss of profits, goodwill, or any consequential loss or damage
- (ii) any loss or damage more than the Hospitality Package Price.

6.3 No liability is accepted by LOFC for any acts or omissions on the part of any of its suppliers, subcontractors or agents, except to the extent where LOFC has direct control over such supplier, subcontractor or agent, and whose own conditions of trading shall be deemed to be accepted by the Client;

6.4 The Client shall indemnify LOFC from and against all claims, costs demands, fines and expenses including legal fees which arise as a result of actions or omissions of the Client or any of its parties including, without limitation, in respect of any damage to the Ground caused by the Client or its guests;

6.5 LOFC has no responsibility for any property or personal effects at the Match.

7. Advertised hospitality Packages

7.1 Whilst every reasonable effort will be made to ensure the services are provided as advertised, LOFC reserve the right to change the Hospitality Package (including but not limited to, timings and prices), and arrangements, as long as in the opinion of LOFC, it does not materially change the substance of the Hospitality Package. The client is purchasing the Hospitality Package and not the 1881 Suite, Directors' Lounge or Boardroom therefore the location of the Hospitality Package is subject to change.

8. Etiquette

8.1 Whilst LOFC accepts that some of the Client's guests may favour the visiting team, the corporate seats available to the Client as part of the Hospitality Package are within the home supporter's area.

8.2 The Client shall be responsible for ensuring the good and orderly behaviour of all its guests and invitees whilst at the Ground and during the Match. If any person within the Client's party behaves in a loud, disorderly, unruly or abusive manner or draws attention to themselves in their viewing seats, then the Client, immediately after being asked to do so by a representative of LOFC, shall procure that its guest(s) shall leave the Ground.

8.3 LOFC reserves the right to exclude or eject any person from an event if, in its opinion, their behaviour is likely to cause distress, damage or annoyance to other people or property. LOFC shall not compensate any person in any way in respect of such removal or requirement to leave the Ground.

8.4 LOFC reserves the right to charge the Client the cost of rectifying damage caused by the deliberate, negligent, or reckless act of the Client or any of its guests or invitees to LOFC's hospitality suite or property.

Should this damage come to light after the Client and/or guest or invitee has departed, LOFC reserves the right to make a charge to the Client's credit/debit card or send an invoice to the Client's address. The stated dress code is always required in the hospitality areas at the Ground. LOFC reserve 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. LOFC shall not compensate any person in any way in respect of such refusal or requirement to leave the Ground or Hospitality areas.

8.5 The Client's right to use any hospitality suite or hospitality area at the Ground will be solely for the time informed to the Client by LOFC. The Client shall be responsible for ensuring that all its guests and invitees vacate the hospitality suite or hospitality area and the Ground by the time stipulated by LOFC.

9. General

9.1 This Agreement sets out the entire agreement between LOFC and the Client. It supersedes any prior proposal, assurance, agreement, understanding or arrangement, whether oral or written, between LOFC and the Client, in relation to bookings that they apply to. All other guarantees, warranties, representations, or conditions whether expressed or implied howsoever are excluded and hereby negated.

9.2 Any breach of this Agreement by any of the Client's guests or invitees shall be deemed to be a breach of this Agreement by the Client.

9.3 Should any part of this Agreement for any reason prove ineffective or unenforceable that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity of the remaining terms and conditions shall not be affected and shall be enforceable. If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable, and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

9.4 No delay or omission on the part of LOFC in exercising any right, power or remedy provided by law shall impair such right, power or remedy, or operate as a waiver thereof.

9.5 No alterations to the Agreement made between the Client and LOFC for the booking, sale and use of any Hospitality Package(s), may be made except with the express written consent of LOFC.

9.6 LOFC shall be entitled to assign or sub-contract any of its rights, benefits, and interests in or under the Agreement to any third Parties. The Client shall not assign, transfer, or charge the benefits of the Hospitality Package(s) without the express written consent of LOFC.

9.7 The headings in this Agreement are inserted only for convenience and shall not affect their construction.

9.8 The Agreement and any disputes under it shall be governed and construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English and Welsh courts and the Client shall irrevocably submit to the exclusive jurisdiction of the courts of England & Wales.

9.9 All clients are required to provide a full list of guest names prior to the match. LOFC reserves the right to refuse entry if a guest list has not been provided.

9.10 All guests of the client must adhere to the advertised dress code of the hospitality package purchased. LOFC reserves the right to refuse entry if a guest is not wearing clothing that LOFC feel is appropriate.

Leyton