

HOSPITALITY PACKAGE TERMS AND CONDITIONS

between Lancashire Cricket (the Seller) and the booking agent (the Customer)

1. PRICE

- 1.1 The Price shall be exclusive of value added tax (unless otherwise specified) and all other applicable taxes which shall be paid by the Customer.
- 1.2 A VAT receipt for the full amount can be provided for the Customer.

2. TERMS OF PAYMENT

- 2.1 The customer is to pay the seller the total cost of the booking (including vat) up front for all packages purchased. Until payment is received, along with a signed booking form, confirming you have read and accepted Lancashire Cricket Club Hospitality Package Terms and Conditions, no booking is confirmed.
- 2.2 For certain events the Seller reserves the right to revise these payment terms but in any event no booking is confirmed until full payment has been received.

3. DELIVERY

- 3.1 Delivery of the Tickets shall be deemed to be made on the earliest occurrence of either; collection of the Tickets by the Customer from the Seller, or delivery of the Tickets by the Seller to the Customer, or delivery of the Tickets by the Seller to a third party carrier for delivery to the Customer.
- 3.2 Any dates quoted for delivery of the Tickets are approximate only and the Seller shall not be liable for any delay in delivery of the Tickets however caused. Time for delivery shall not be of the essence unless previously agreed by an authorised representative of the Seller in writing.
- 3.3 Tickets will not be issued to the Customer prior to receipt and bank clearance of payment in full of the Price in respect of the relevant Hospitality Package. Following receipt of the Price in full from the Customer, the Seller shall attempt, but not be obligated, to dispatch the Tickets and any ancillary Event information to the Customer no later than 2 weeks prior to the Event.

4. RISK AND PROPERTY

- 4.1 Risk of damage to or loss of the Tickets shall pass to the Customer:
 - (a) In the case of Tickets collected from the Seller's premises, at the time when the Customer collects the tickets; or
 - (b) In the case of Tickets to be delivered to the Customer's premises by the Seller, at the point of delivery; or
 - (c) At the time of posting, if the Tickets are to be posted by the Seller to the Customer; or
 - (d) At the time of the Seller handing the Tickets to a third party, if the Tickets are to be delivered by a third party carrier.
- 4.2 Once risk of damage to or loss of the Tickets has passed to the Customer in accordance with Condition 4.1 the Seller shall not be liable to replace any lost or damaged Tickets.
- 4.3 Notwithstanding delivery and the passing of risk in the Tickets, or any other provision of these Conditions, the property received in cash or cleared funds the payment in full of the Price and all other sums due to the Seller from the Customer.

4.4 Until such time as property in the Tickets passes to the Customer, the tickets are the seller's property.

4.5 The Seller shall be entitled at any time to require the Customer to deliver the Tickets to the Seller and, if the Customer fails to do so forthwith, to refuse access into the ground/facilities.

4.6 All Tickets 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 Tickets.

5. CANCELLATIONS

5.1 Cancellation by Customer

If the Customer fails to pay the Price in full by the due date as detailed in conditions 2.1 & 2.2, or the Customer gives the Seller notice in writing of its intention to cancel the Hospitality 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 Hospitality Package and any further Hospitality Packages to the customer and;

- (a) Where cancellation takes place more than 20 weeks from the Event, the Seller shall refund to the Customer any Price paid less the amount of any Deposit paid; or
- (b) Where cancellation takes place within 20 - 12 weeks prior to the Event, the Customer shall be liable to the Seller for 75% of the package price and, shall not be entitled to a refund of any Price paid or the Deposit.
- (c) Where cancellation takes place within 12 weeks or less prior to the Event, the Customer shall be liable to the Seller of the full amount of the package price and, shall not be entitled to a refund of any Price paid or the Deposit.

5.2 Event Cancellation

- (a) If for any reason the Event is postponed, the Customer's booking for that Event will be valid for the re-scheduled Event (if any) save where such re-scheduled Event takes place at a location other than the original Venue.
- (b) If for any reason outside the control of the Seller (including, without limitation, due to the circumstances set out in Condition 7.1) the Event is postponed, cancelled or abandoned (whether wholly or in part) 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.
- (c) Play is not guaranteed and under no circumstances will any refund be made in respect of the purchases for hospitality packages. However, if a refund scheme for the ticket element of the package applies, then a partial refund or ticket exchange may be applicable.
- (d) Subject as expressly provided in these Conditions, and except where the Hospitality 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.
- (e) Where the Hospitality 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 Conditions.
- (f) Any complaints concerning the Hospitality Package must be notified to the Seller in writing as soon as reasonably practicable after the Event.

6. VARIATION

- 6.1 Whilst every reasonable effort will be made to ensure that the Hospitality 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 Hospitality Package which does not in the opinion of the Seller materially affect the quality of the Hospitality Package.
- 6.2 In the event that it is necessary for the Seller to make any material change to the Hospitality Package (other than where due to the circumstances set out in Condition 7.1 and/or the acts or omissions of the Customer), the Seller will use reasonable endeavours to offer the Customer the option of an alternative Hospitality Package of comparable standard or, where such alternative Hospitality Package is not available or is unacceptable to the Customer, will repay to the Customer the Deposit and any additional Price already paid by the Customer.

7. FORCE MAJEURE

- 7.1 The Seller shall not be liable to the Customer or be deemed to be in breach of the Contract or these Conditions by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Contract or to these Conditions 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 or postponement or cancellation of the Event.

8. CUSTOMER DEFAULT

- 8.1 The Seller may without prejudice to any rights or remedies which it may have against the Customer defer or cancel the 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 Price in full with less than 12 weeks remaining prior to the Event following

9. INDEMNITY

- 9.1 The Customer shall indemnify the Seller in full against and hold the Seller harmless from all claims, costs, damages, liabilities, expenses (including but not limited to 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 acts or omissions at the Event and damage caused to the Venue by the Customer or its guests.

10. VENUE CONDITIONS

- 10.1 The Customer is responsible for its guests and will procure that its guests comply with these Conditions (where relevant) and with any rules, regulations and directions set down by the Seller, the Event organiser and/or the Venue owner including, without limitation, any and all conditions of sale applicable to Tickets.
- 10.2 The Customer will not resell or otherwise transfer any part of a Hospitality Package.
- 10.3 The Customer will not use any or part of a Hospitality Package (including, for the avoidance of doubt, any Tickets) as prizes in competitions, sweepstakes, raffles, draws or for other similar commercial, promotional or charitable purposes without the Seller's prior written consent.
- 10.4 The Customer will not display any signage, promotional material or other such items anywhere at the Venue without the Seller's prior written consent.
- 10.5 The Customer shall be responsible for ensuring the good and orderly behaviour of its guests whilst at the Venue and shall ensure that any person behaving in an unruly or abusive manner shall leave the Venue if requested to do so by the Seller and/or the authorised staff of the Event organiser or the Venue.
- 10.6 As a minimum, smart casual attire is required in the facilities at the Venue 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 Venue. Specific advice in relation to dress code will be included in the event information section of any hospitality documentation sent to the Customer.
- 10.7 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.
- 10.8 Where drinks are included in the package open bottles of wine, spirits and other bottles are not to be taken out of the venue.
- 10.9 The provision of hospitality on an all-inclusive price 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. This should be made clear to all guests.
- 10.10 The Seller will not be held responsible for any loss, damage or injury to any Customer, their guests or their property, however caused. The Customer and guests should keep valuables with them at all times.

11. GENERAL

- 11.1 The Contract is personal to the Customer and the Customer shall not assign 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.
- 11.2 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 into 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.
- 11.3 No waiver by the Seller of any breach of the Contract or these Conditions by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

- 11.4 Nothing in the Contract or these Conditions 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.
- 11.5 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 Conditions.
- 11.6 If any provision of these Conditions 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 Conditions and the Contract shall continue in full force and effect.
- 11.7 The Seller will use the data supplied by the Customer in order to inform the Customer of future Events and offers. For more information or should you object to the passing of data in this way, please contact the Seller.
- 11.8 These Conditions 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.

12. LANCASHIRE CRICKET CONDITIONS OF ENTRY

- 12.1 All persons entering the ground are subject to Lancashire Cricket's Conditions of Entry, a copy of which is available online at lancashirecricket.co.uk/ticket-terms or from the Club on request.

- 13 Please also refer to the Lancashire Cricket Terms and Conditions and Resale Restrictions, and if purchasing ICC Cricket World Cup 2019 tickets, to the ICC Cricket World Cup 2019 Ticket Terms and Conditions, which are available online at lancashirecricket.co.uk/ticket-terms or from the Club on request.**

Mr. Daniel Gidney

Chief Executive

Lancashire Cricket Club Limited