

23-24 MATCHDAY HOSPITALITY

General Terms and Conditions of Sale



HOSPITALITY

1. HOSPITALITY PACKAGES

The following Terms and Conditions apply to your use of the Hospitality Package for the 2023/4 Season:

- 1.1 The hospitality packages ("the Hospitality Packages") that Sunderland Association Football Club Limited ("the Club") provide are set out on www.safc.com/hospitality relating to the Stadium of Light or any other venue in which Hospitality Packages are offered by the Club ("the Stadium"), as amended from time to time.
- 1.2 The Club reserves the right to make any changes to the Terms and Conditions of the Hospitality Packages which are required to conform with any applicable safety or other statutory requirements where any change does not materially affect the nature or quality of the package or the performance of associated services. The Club will notify you of any such change.
- 1.3 Force Majeure Event: any event or occurrence which prevents any match(es) taking place for which a Hospitality Package is valid, including but not limited to, fire, explosion, subsidence, structural damage, in and/or around the Ground, strike, epidemic, pandemic, war, military operation and/or any legislation, regulation, ruling or omission of any relevant government, court, competent national authority or governing body.
- 1.4 Guests must advise the Club of any accessibility needs at the time of booking.

2. ACCEPTANCE OF THESE CONDITIONS

- 2.1 When you make a booking with the Club, you agree to be bound by these general terms and conditions of sale ("General Conditions") which, once your booking has been accepted by the Club, will constitute a binding contract between you and the Club or any agent of the Club insofar as this contract provides ("Contract").
- 2.2 The Club may update or amend these General Conditions at any time. The Club will notify you of any changes. Any such changes will not affect any bookings you have already placed with the Club but any future bookings you make will be subject to the updated General Conditions.
- 2.3 When making the booking you confirm that you are at least 18 years of age and are capable of entering into the Contract. If the booking is made for or on behalf of a minor, the Contract remains between the Club and the responsible adult making the booking.
- 2.4 The date and kick-off time of each match is subject to change. The club shall have no liability to you if a match is re-arranged, other than that you shall be entitled to use your hospitality package to attend the re-arranged match.

3. PRICE AND PAYMENT

- 3.1 The relevant prices for the Hospitality Packages are set out on the Club website www.safc.com. Please note that the Club may alter or amend these prices from time to time. Any amendments to the prices will not affect any existing bookings you have made.
- 3.2 For the avoidance of doubt, all prices quoted are exclusive of VAT, at 20% (unless stated) which is payable by you in addition. The price including vat can also be discussed with you.
- 3.3 Should you book a Seasonal Matchday Hospitality Package you will be required to pay the full balance on or before 1 June 2023 (unless prior arrangement has been made with the express written authority of the Club for you to enter into the Direct Debit scheme). Should a prior direct debit arrangement be made with the Club, then the Club will require you to pay the full balance in four equal instalments commencing on 1 June 2023 thereafter 1 August 2023, 1 October 2023 and the final instalment will be due on 1 December 2023. For the avoidance of doubt, the Club will invoice

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you in full for the relevant amount of your agreed package in advance of the relevant payment due dates.

- 3.4 Please note invoice in full, the four payment direct debit scheme, or credit/debit card payment in full on booking are the only payment options. We do not offer any other instalment or payment plans. To qualify for the four payment direct debit scheme for the 2023/24 season you MUST return the direct debit back to your account handler at Sunderland AFC by email no later than the 15th April 2023 and you must have completed all details and signed the form, we will not be able to accept any clients onto the four payment direct debit scheme after this time and will require payment in full for your hospitality booking.
- 3.5 Should you book a Match-to-Match Hospitality Package you will be required to pay the full balance due at the time of making the booking.
- 3.6 In the event that any payment due by you to the Club is late, the Club may charge you interest at a daily rate for the time being of 4% above Barclays Bank Plc base rate until such time as full payment is received.
- 3.7 In the event of non-payment within the required timescale the Club reserves the right to withhold the Hospitality Package without further notice and without being liable for loss of any match day fixtures you have been unable to attend. Should the Club withhold the Hospitality Package as a result of non-payment, this will not negate nor reduce your liability in respect of the Hospitality Package; you will remain liable for all charges as per the Contract.
- 3.8 In the event of any agreed instalment/payment not having been received by the due date, the Club reserves the right to refuse admission to you and your guests.
- 3.9 In respect of a Hospitality Package for a Seasonal box, should any payment owing by you to the Club not be received on time, the Club may reserve the right to refuse entry into the Relevant Match regardless of whether payment is made after the Relevant Cut Off Period but prior to the Relevant Match.
- 3.10 Prompt payment and adhering to any payment plan is mandatory.
- 3.11 It is the responsibility of guests to ensure that they have sufficient battery on their mobile phone device to be able to access their digital ticket throughout their visit.

4. GROUND REGULATIONS

- 4.1 It is important that particularly on Match days an appropriate standard of behaviour is observed and adhered to. By purchasing the Hospitality Package you thereby agree that you will comply with the Stadium of Light Ground Regulations ("Ground Regulations") (a copy of which is displayed in the Stadium and available on the Clubs website) and all other rules, regulations and conduct policies in force by the Club from time to time.
- 4.2 You are also responsible for the behaviour of your guests and you must ensure that your guests also comply with the Ground Regulations and any other such rules, regulations and conduct policies in force by the Club from time to time. The Club will inform the Police in all cases of suspected drug taking, violent behaviour or other illegal activity. The Club operates a zero tolerance approach to physical or verbal abuse and any discriminatory behaviour towards staff or customers.
- 4.3 You accept that if you or any of your guests are deemed to be acting in an unreasonable or inappropriate manner you may be asked to leave the Stadium by the Club, and your right to return on future occasions may be denied or restricted subject to the decision of the Club. This information may also be passed to the Police if appropriate.

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- 4.4 The Club reserves the right to refuse access to you or any of your guests not complying with the Club's dress code. For the avoidance of doubt, the dress code is different in each suite and your responsibility to ensure your guests are made aware of it before arriving at the Stadium. Dress codes are stipulated in guests' itineraries prior to attending. Further information can be sought from the commercial sales team upon booking. If clients have invited away fans into the Clubs' Hospitality, they are not permitted to wear any away colours or kit.
- 4.5 The Club reserves the right to refuse access to anyone who in the Club's reasonable belief is behaving in an inappropriate manner or anyone who may bring the Club's good name into disrepute.
- 4.6 All clients must advise the Club in advance of the fixture if their party includes any wheelchair users or if their party requires any special measures, to enable the Club to take appropriate steps to ensure the comfort and access of each guest.
- 4.7 Smoking is prohibited within the whole of the Stadium.
- 4.8 The Club is a licensed premise for the sale and distribution of alcohol, therefore the four licensing objectives apply as according to the Licensing Act 2003 (protection of children from harm, prevention of public disorder, prevention of crime and disorder, and ensuring public safety). The Club reserves the right to refuse access or ask to leave any clients who act in contravention of these objectives.
- 4.9 Guests agree to abide by the Guest Wi-Fi Terms and Conditions.
- 4.10 Children aged below 2 years are not permitted in the Stadium bowl. Guests who do bring under 2 year olds are requested to remain with them in their suite or box throughout their visit.

5. EXECUTIVE BOXES

- 5.1 When you make a booking for a Hospitality Package which involves the use of an executive box the Club will grant you a licence to use the executive box ("Executive Box") on the following terms and conditions: you must at all times use the Executive Box and all other parts of the Stadium to which you have access (including but not limited to all means of access to the Executive Box and the Magic Moments Bar) in a proper and lawful manner and not in any way so as to cause a nuisance, annoyance or inconvenience to the Club or any other person;
- 5.2 you are responsible for ensuring that all your guests have the appropriate tickets to the Executive Box. Such tickets must be shown when requested of the Club's invoice). Where the Hospitality Package booked is for a match by a Club representative. Any of your guests who are unable to show the appropriate ticket will not be admitted to the Stadium, and if already inside the Stadium may be asked to leave;
- 5.3 all furnishings and fittings in the Executive Boxes are the property of the Club. You undertake to keep the Executive Box in good condition (fair wear and tear only accepted) and you will be responsible for the cost of making good any damage, which you or your guests cause to the Executive box;
- 5.4 the number of guests permitted to use the Executive Box at any one time is limited by the Club (and confirmed in writing). For the avoidance of doubt, you are not permitted to allow any additional guests into the Executive Box above the maximum permitted and notified to you by the club; the amounts of guests must match the amount of hospitality tickets that you hold, you are not permitted to invite additional guests into your Exec Box including post-match if you do not have a purchased Executive Box ticket for them.
- 5.5 only food and drink supplied by the Club may be consumed in the Executive Box. The Club reserves the right to confiscate any food or drink that has been brought into the Stadium.

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- 5.6 under no circumstances shall any alcoholic liquor be taken out of the Executive box and into any other part of the Stadium or off the premises;
- 5.7 the Club agrees to provide you with all reasonable service to the Executive Box and Magic Moments Bar, including host service, lighting and heating. Food, non-alcoholic and alcoholic drinks will also be supplied as per clauses 6.2 and 6.3 below. Alcoholic drinks will be supplied subject to the consent of the local authority as detailed in the Clubs' premise licence.
- 5.8 the Club will grant you access to the Executive Box and allow you to use the Executive Box on any day on which any first team League matches involving the Club are to be played at the Stadium during the following times: for afternoon matches – 3 hours prior to kick off and 1 hours after the final whistle; for evening matches – from 5.00pm until 1 hour after the final whistle;
- 5.9 If you have purchased a Seasonal Box Package, you may also book the Executive Box for use on weekdays (excluding Bank Holidays) between the hours of 9.00am and 5.00pm subject to receiving the Club's prior approval (not be to unreasonably withheld or delayed). If the Club is unable to offer your usual Executive Box, for example because it has already been booked or an event taking place, we will offer you an equivalent box or small meeting room (subject to availability). You must not use the Executive Box for the purpose of operating any business, or for an illegal or immoral purpose, and shall not do anything whilst using the Executive Box which would cause a nuisance or inconvenience or any damage or disturbance. If you wish to purchase any food or drinks whilst using the Executive Box on non-match days you would need to contact the clubs Event Coordinator to discuss your requirements and pay them directly via credit/debit card. To book your Executive Box on non-match days please contact the clubs Event Coordinator who can diary the appointment to let security know of your impending arrival time.
- 5.10 the Club will provide you with the necessary tickets for you and your guests in respect of each first team League match involving the Club to be played at the Stadium of Light during the Season for which you have purchased the Executive Box. The Club will design and supply a name plate to the door of the Executive Box bearing your company name; seat plaques in your company name, and an advertising branding panel showing your company name in front of your Executive Box, if you want to take advantage of the advertising you must let your account handler know so that we can action this. This is only available to clients who book the full seasonal package for the 2023/24 season.
- 5.11 the Club will provide within reasonable proximity to the Stadium, car parking spaces for your use or the use of your guests on Match days at a ratio of 1 car parking space per 4-6 guests; maximum of two per Executive Box. Except where the Police force define a high-risk match that results in car parking being suspended or relocated to ensure public safety. Clients will be notified in advance of changes or alternative arrangements. Cares are left at the owners risk and the Club accepts no liability for damage.
- 5.12 the Club will take all reasonable precautions for the security of the Executive Box, however all personal belongings left in the Executive Box are left at the owner's own risk.
- 5.13 Executive Box use is for the Clubs first team football matches only and not for events, concerts or Sunderland University Graduations, which are sold separately.
- 5.14 Any food or drink that has not been consumed cannot be carried over to the next match or taken off the premises.
- 5.15 The Club reserves the right to close Executive Boxes from 1-hour after a match finishes.

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6. FOOD AND DRINK

- 6.1 Neither you nor any of your party shall be permitted to bring any food or drink into the Stadium and the Club reserves the right to confiscate any food or drink as necessary.
- 6.2 For packages that include food, the Club agree to provide such at its own cost as per the specific Hospitality Package booked. However, if you and/or your party wish to purchase any drinks whilst using the Executive Box you must pay for all drinks at the time or ordering, by credit/debit card or using the Clubs mobile ordering App.
- 6.3 On some of the packages you can pre-order drinks, should you and/or your party wish to purchase any additional food and/or drinks whilst using your hospitality package you must pay for all food and/or drinks at the time or ordering by credit/debit card or using the Clubs mobile ordering App.
- 6.4 You undertake that you and your guests will only consume alcohol in a responsible and safe manner and that no persons under the age of 18 will consume alcohol in the Stadium. The Club operates a Challenge 25 policy and failure to provide suitable age verification I.D. (limited to driving licence, passport and PASS accredited Proof of Age card) may result in refusal of service and/or being asked to leave. It is a criminal offence under the Licensing Act 2003 to supply or purchase alcohol for someone under the legal age limit and the Club reserves the right to hold guests accountable for any breach of this. The Club will contact the Police where there is a reasonable belief that this has occurred.
- 6.5 Food service times are detailed in guests' itineraries. It is the responsibility of guests to ensure arrival at an appropriate time to ensure that the Club can deliver the best possible service to all guests.
- 6.6 Childrens meals must be ordered at least 72-hours prior to a match to ensure availability. The Club is unable to accommodate children's meals that are only requested on day of a match.
- 6.7 The Club aims to accommodate all dietary requirements and requests where possible. These must be communicated at least 72-hours prior to a match to ensure availability.
- 6.8 In the event of there being insufficient or excessive numbers of guests in any part of the Clubs Hospitality (for example, during Cup matches), the Club reserves the right to relocate guests into another suite to ensure it can offer the best possible service. Guests will be notified in advance.
- 6.9 The Club operates a varied menu that consists of recipes and meals on a one-off basis and therefore the majority of food items are exempt from the Calorie Labelling (out of Home Sector) Regulations 2021, specifically because the menu consists of 'temporary menu items on sale for less than 30 consecutive days and a total of 30 days in any year'. Calorie information is available for all pre-packaged items such as biscuits and guests should ask a member of staff for more information if required.
- 6.10 Food and drink cannot be taken off the premises.

7. FOOD ALLERGEN

- 7.1 All food products provided at the Stadium are subject to the Food Information Regulation 1169/2011 (as amended from time to time) ("the Regulation"). The Club acknowledges and understands the Regulation has identified 14 key allergens that consumers need to be aware of with food produce including pre- packed and non-pre-packed food.
- 7.2 The Club agrees to adhere to the Regulation at all times. However, the Club requires you and your guests to identify any allergy to the Club prior to the point of sale, no later than 72-hours in advance of a match to ensure availability.

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- 7.3 The Club shall accept no liability for any accident, Injury, death or claim the following occur: that should arise in relation to the Regulation should you fail to notify the Club of any allergy at the point of sale.
- 7.4 Executive Box packages where alcohol is included cannot be carried over match to match or taken off club premises.

8. MATCH & TEAM SPONSORSHIP

- 8.1 Upon purchasing a Match Sponsorship Package, the terms agreed between both parties will be confirmed to you on email where possible however they are also displayed at www.safc.com/hospitality/sponsorship
- 8.2 The package will detail your food and beverage allowances, however the following shall apply:
a £200 bar allowance shall be granted to a Match Sponsorship package whereupon there are 10 guests (increase of £20pp if more than 10); or
- 8.3 a £200 bar allowance shall be granted to an Associate-Match Sponsor Package whereupon there are 10 guests (increase of £20pp if more than 10);

9. LIABILITY

- 9.1 You are responsible for your property and the property of your guests whilst in the Stadium (to include the Stadium car park and any other venue in which the Club offers Hospitality Packages from time to time). The Club shall not be held responsible in any way for the loss or damage to and such property.
- 9.2 The Club will accept liability for death or personal injury, which is proven to be caused by the sole negligence of the Club.
- 9.3 The Club will not accept liability for any losses, which you suffer as a result of your negligence or the negligence of any of your party;
- 9.4 special, indirect or consequential loss including but not limited to, loss of profits, loss of business, loss of revenue, loss of goodwill or loss of anticipated savings;
- 9.5 loss arising from any claim made against you by a third party;
- 9.6 loss or damage arising from your failure to fulfil your responsibilities or any matter under your control to a third party.
- 9.7 You will be responsible for the cost of making good any damage, which you or your guests cause to the Stadium (to include the Stadium car park and any other venue in which the Club offers Hospitality Packages from time to time) or the contents within the Stadium.

10. CANCELLATION/NON-PAYMENT

Seasonal Hospitality Packages

- 10.1 Should you wish to cancel your booking for a Matchday Hospitality Package for any reason, you must verbally notify the Club, to be immediately followed by written confirmation of the cancellation. In such circumstances, you will be required to pay the following cancellation fees.

Notice Period Fee:

- 10.2 after 1 June 2023 - 100% of the total Match Day Hospitality Package;

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Match to Match Hospitality Packages

10.3 As referred to in clause 3 herein payment for the package booked becomes due upon making your booking. Should you cancel your booking then the following cancellation fees will apply to each cancelled Matchday Package to cover administration costs:

Cancellation date	Notice Period fees
More than 61-days prior to the date of Matchday Hospitality Package.	10% of the package cost
Less than 61-days but more than 28-days prior to the date of Matchday Hospitality Package.	15% of the package cost plus any shortfall in the difference between the original selling cost and the re-sale cost should that be applicable
Less than 28-days but more than 7-days prior to the date of Matchday Hospitality Package.	50% of the package cost plus any shortfall in the difference between the original selling cost and the re-sale cost should that be applicable
Less than 7-days prior to the date of Matchday Hospitality Package.	100% of the package cost

10.4 non-notification will be treated as *Less than 7-days* cancellation above.

10.5 In certain circumstances the Club may have to rearrange match fixtures or cancel your booking, for example as a result of adverse weather conditions or the order of any public or local authority or governing body. In the event of any such fixture changes or cancellation for any reason, including but not limited to the examples above, the Club will honour your booking for the revised fixture or, at your option and subject to availability, transfer your package to another fixture of the same category. The Club will endeavour to notify all Hospitality Package clients of cancelled matches, however, you accept in making your booking, that it is your responsibility to ascertain the date and kick of time of all matches. The Club will have no further liability to you in the event of any such fixture changes or cancellations.

11. TERMINATION

11.1 This Contract may be terminated immediately if any of the following occur: you fail to pay any invoice as issued by the Club by the payment date; if you commit any material breach of these General Conditions which, if capable of remedy, is not remedied within 21 days of the Club's written notice to you specifying the breach; if there is a regulatory or statutory charge limiting the Club's ability to provide the Hospitality Packages and associated service; if any event occurs which is beyond the Club's reasonable control, and which prevents it from continuing to meet its obligations under this Contract;

11.2 the Contract shall also be terminated in the event that the Club's goodwill and reputation is or could be harmed in anyway whatsoever by the provision of Hospitality Packages;

11.3 in the event that this agreement is endorsed by a Company, it may also be terminated if any of the following occurs:

11.4 the voluntary arrangement with creditors or if the Company becomes subject to an administrative order or goes into liquidation (other than for the purpose of reconstruction or amalgamation) or if papers are filed at court seeking a moratorium as per Schedule 1A of the Insolvency Act 2000;

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- 11.5 an administrator, administrative receiver or receiver is appointed in respect of all or part of the Company's assets;
- 11.6 the Company ceases, or threaten to cease to carry on business.
- 11.7 Termination of this Contract as a result of non-payment by you in accordance with 11.1 above will not negate nor reduce your liability in respect of the Contract.

12. GENERAL

- 12.1 Should you book a match to match package in the Montgomery Suite for a group of 8 or less persons then you accept that on such occasions the Club reserve the right to place your party on to a shared table where the Club deem necessary.
- 12.2 The Parties warrant that they will not assign any of their rights and obligations under this Contract save with express permission of the Club.
- 12.3 Except as expressly provided to the contrary, no term of this Contract is intended to confer a benefit on, or to be enforceable by, any person who is not a party to this Contract save that the rights, duties and obligations shall inure for the benefit of and be binding upon any and all successors, liquidators, receivers, administrators or assigns of the parties.
- 12.4 Any notice or communication to be given under this Contract must be in writing.
- 12.5 Nothing in this Contract shall create a partnership between you and the Club.
- 12.6 Nothing in this Contract shall adversely affect consumer's statutory rights.
- 12.7 The Club will not tolerate abuse or threatening behaviour by you or any of your party towards staff. The Club expects its staff to enjoy working in a hostile free environment and, not to be subjected to any inappropriate comments because of race, gender, creed or sexual orientation. Any person found to be carrying out such abuse will be refused entry or, if already in the Stadium will be asked to leave and will forfeit their ticket to the match.
- 12.8 Should you or any of your guests who are party to the Hospitality Package be asked to leave (or be removed from) the Stadium as a result of noncompliance with these General Conditions or the Ground Regulations referred to, the Club will not be liable for loss of amenity and enjoyment of the Match and the Club reserves the right to withhold any refund for Hospitality guests in this circumstance.
- 12.9 If any of these conditions are held to be illegal, invalid or unenforceable this shall not affect the remainder of the General Conditions, which shall continue in full force and effect.
- 12.10 This Contract is made under English law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.
- 12.11 An Executive Box can not be sold or available for hire to third parties where the occupant can profit.