



CONCERT HOSPITALITY - 21/22

General Terms and Conditions of Sale

• ACCEPTANCE OF THESE CONDITIONS

When you have secured your booking with Sunderland Association Football Club (“the Club”), you indicate your agreement to be bound by these general Terms and Conditions of Sale 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 (“the Contract”). These conditions are in respect of a concert (“the Concert”) at the Stadium of Light (“the Stadium”) whereby you have booked a hospitality package (“the Hospitality Package”).

• PRICE AND PAYMENT

- All prices quoted indicate whether they are inclusive or exclusive of VAT. Your agreement to these terms also agrees your liability to VAT if so applicable.
- The Hospitality Package booked is in respect of the Concert to be held at the Stadium and requires full payment at the time of booking, unless prior written agreement has been received from the Club.
- Once the Hospitality Package has been booked such is non refundable. It cannot be transferred to be used at another event at the Stadium (to include another concert or game).

• EXECUTIVE BOXES

Should your Hospitality Package include the use of an Executive Box then in consideration for the agreed sum, the Club agrees to grant you a license to use the Executive Box on the following terms and conditions:

- You will be permitted to have use of the Executive Box from the time of the doors opening until 1 hour after the end of the Concert; there is then access to a post event party within another suite in the Stadium.
- You must at all times use the Executive Box and all other parts of the Stadium to which you have access in a proper and lawful manner and not so as to cause a nuisance, annoyance or inconvenience to the Club or any other person.
- You are responsible for ensuring that all your guests have appropriate passes to the Executive Box. These passes must be shown when requested by a Club representative. Any of your guests who are unable to show the correct Club pass will not be admitted to the Stadium or, if they are already in the Stadium, may be asked to leave.
- All furnishings and fittings within the Executive Box are the property of the Club. You shall keep the Executive Box in good condition, and you will be responsible for any damage, which you or any of your guests cause to the Executive Box.
- No more than the number of persons specified by the Club (as confirmed in writing) are permitted to use the Executive Box.
- No food or drink, other than as supplied by the Club, may be consumed within the Executive Box. Any attempt to do so may result in you being refused entry into the Executive Box and/or you and your guests being asked to leave and your tickets becoming invalid.
- Whilst watching the Concert, beverages (to include alcoholic beverages) may be taken out of the Executive Box in plastic containers which will be provided by the Club.
- The Club agrees to provide you with all reasonable service to the Executive Box, including but not limited to hostess service, lighting and heating.

• GROUND REGULATIONS

- It is important that particularly on concert 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 can be provided upon request to the Club) and all other rules,
- 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.
- You must advise the Club in ample time in advance of the Concert if any of your party includes any wheelchair users, in order to enable the Club to take appropriate steps to ensure each guest’s comfort, safety and access.

- Neither you nor your guests will be permitted into the Stadium with alcohol. You are permitted to purchase alcohol and consume such whilst in the Stadium (in the plastic containers provided). Any person found to be in possession of their own alcohol will be refused entry to the Stadium or asked to leave.
 - All persons seeking entrance to the Stadium acknowledge the Club's right to search any person entering the Stadium and to refuse entry to or eject from the Stadium any person refusing to submit to such a search.
 - The following articles must not be brought within the Stadium: knives, fireworks, smoke canisters, air-horns, flares, bottles, weapons, dangerous or hazardous items, laser devices, glass vessels, cans, poles and any article that might be used as a weapon and/or compromise public safety. Any person found in possession of such items will be refused entry to the Stadium.
 - Smoking in the Stadium is strictly forbidden and will result in ejection from the Stadium.
 - No sponsorship, promotional or marketing materials may be brought into, used or displayed by any person within the Stadium without the express written permission of the Club.
 - No person may bring into (or use within) the Stadium any equipment, which is capable of recording or transmitting (by digital or other means) any audio, visual or audio-visual material or any information or data in relation to the Event or any aspect of it.
 - CCTV cameras are in use around and in the Stadium and the Club may itself use or pass to the police or any Regulatory Authority, any recordings for use in any proceedings.
- **FOOD ALLERGEN**
 - 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.
 - 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.
 - The Club shall accept no liability for any accident, injury, death or claim that should arise in relation to the Regulation should you fail to notify the Club of any allergy at the point of sale.
- **LIABILITY**
 - You are responsible for your property and the property of your guests while availing of the Hospitality Package at the Stadium (to include the Stadium car park). The Club shall not be held responsible in anyway for the loss or damage to any such property.
 - The Club will accept:
 - liability for death or personal injury which is proven to be caused by the sole negligence of the Club.
 - The Club will not accept liability for:
 - damaged or stolen property;
 - 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;
 - loss arising from any claim made against you by a third party; and/or
 - loss or damage arising from your failure to fulfil your responsibilities or any matter under your control to a third party.
- **CANCELLATION**

There is no automatic right of cancellation of the Hospitality Package. Monies paid are non refundable, save in the event of a force majeure event, which is beyond the control of the Club.

In the event of the concert being cancelled due to Government Regulations regarding Covid-19, full refunds will be processed.
- **TERMINATION**

This Contract may be terminated immediately if any of the following occur:

 - If you commit any material breach of this Contract which, if capable of remedy, is not remedied within 7 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 Package and associated services.
 - If any event occurs which is beyond the Club's reasonable control, which prevents it from continuing to meet its obligations under this Contract.
 - In the event that the Club's goodwill and reputation is or could be harmed in anyway whatsoever by the provision of the Hospitality Package.
 - 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;

- an administrator, administrative receiver or receiver is appointed in respect of all or part of the Company's assets; and/or
 - the Company ceases, or threatens to cease to carry on business.
- TICKETS
 - The Club cannot be held responsible should the artist announce any further or alternative dates after the Contract has been formed by telephone or by other means. No transfer to an alternative date will be allowed in those circumstances.
 - It is your responsibility to ensure that when your Hospitality Package arrives, it contains the correct number of tickets and passes ordered. Any discrepancies should be notified to the Club immediately upon receipt. The Club will not be held responsible for missing or damaged tickets not notified to them immediately.
 - It is your responsibility to keep your tickets safe once they have been received by you, no replacement tickets will be issued if lost.
- GENERAL
 - The parties warrant that they will not assign any of their rights and obligations under this Contract save with the express permission of the Club.
 - 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 agreement save that the rights, duties and obligations shall prevail for the benefit of and be binding upon any and all successors, liquidators, receivers, administrators or assigns of the parties.
 - Any notice or communication to be given under this Contract must be in writing.
 - Nothing in this Contract shall create a partnership between you and the Club.
 - Nothing in this Contract shall adversely affect your statutory rights.
 - If any of this Contract is held to be illegal, invalid or unenforceable this shall not affect the remainder of the Contract, which shall continue in full force and effect.
 - This Contract is made under English law and shall be subject to the exclusive jurisdiction of the English Courts, to which the Parties submit.
 - These terms relate solely to Hospitality Packages sold and advertised by the Club. The Club accepts no liability/responsibility for packages that are purchased from any other source. For any packages that are not sold directly by the Club but are sold by the Club's designated agent, the Club act as the delivery venue only on the day of the event.