

CIRCUIT HOSPITALITY

TERMS AND CONDITIONS

At Circuit Hospitality Ltd it is of paramount importance to us that all our clients enjoy perfectly planned events and hospitality that exceeds their expectations. Further, we want to ensure that both the initial booking and payment process runs smoothly. Please note that all packages are subject to availability and prices are subject to change. All our bookings are bound by these Terms and Conditions and by agreeing to them when making a purchase you agree to be bound by and to adhere to them. These Terms and Conditions shall be governed by English Law and shall be subject to the sole jurisdiction of the English Courts.

RESERVATIONS/BOOKINGS

Reservations/Bookings are accepted subject to availability and on receipt of a completed and signed booking form. The reservation/booking becomes effective on the issue of a Confirmation of Booking by Circuit Hospitality Ltd.

A VAT invoice for the agreed deposit amount will be sent automatically to you and payment of the balance is due at least 8 weeks prior to the event. All tickets, passes and other documentation will be sent out prior to the event providing full payment has been received. Any bookings made within 8 weeks of the event must be paid for in full at the time of the booking.

Should any amount not be paid by the due date, Circuit Hospitality Ltd, at their sole discretion, will be entitled to treat the booking as being cancelled by the client and enforce the cancellation clause set out below. Circuit Hospitality Ltd shall not be obliged to dispatch tickets, passes and other documentation relevant to the booking until all invoices have been paid in full.

For reservations/bookings which involve foreign travel it is the responsibility of the clients to ensure that their passports and any other travel documentation (including travel and medical insurance) are in order and that if details are required by Circuit Hospitality Ltd, these details are provided when requested. If clients are unable to travel as a result of failing to produce the necessary documentation, the clients will be liable to pay the cancellation clause set out in the cancellation clause below. Furthermore Circuit Hospitality Ltd will not accept any responsibility or refund any money in cases where the clients are unable to travel because of an invalid or mislaid passport.

CANCELLATION/REFUNDS

In the event of cancellation by the client no refund will be given. Circuit Hospitality will use its best endeavours to resell your packages, and if successful a refund may be offered. Under exceptional circumstances a refund may be given at total discretion of the management.

THE CONTRACT

The contract to provide the arrangements shall be created by Circuit Hospitality Ltd's acceptance of your booking on receipt of completed booking confirmation. The parties making the contract are Circuit Hospitality Ltd on the one hand and all clients and persons represented by the person who confirms the booking on the other.

WHAT IS NOT INCLUDED IN THE PACKAGE?

All transport arrangements to and from an event unless specified. All items of a personal nature such as telephone calls, insurance premiums etc. Any “extra” items requested and arranged are chargeable and payable on receipt of Circuit Hospitality Ltd’s invoice.

WHAT IS INCLUDED IN THE PACKAGE?

Only the items detailed in the appropriate product package information, or as further detailed in the invoice.

TIMETABLE OF EVENTS

Whilst timetables are published they unfortunately cannot be guaranteed and cannot be a condition or form part of a contract. Timetables are subject to alteration without notice, but every effort will be made by Circuit Hospitality Ltd to provide the best alternative timetable possible.

THE EVENT/OCCASION

The times and dates of an event/occasion may be modified (rescheduled) under unforeseen circumstances including, without limitation, force majeure, safety and security concerns or a decision from a governing body, television broadcaster or any other competent authority. If an event/occasion is rescheduled for one of the reasons contemplated above, Circuit Hospitality Ltd will use its best efforts to arrange for Hospitality Services to be provided at the rescheduled event/occasion. In this case the Hospitality Services contained in the Hospitality Packages remain valid for the rescheduled event/occasion, but the client acknowledges and accepts that the provision of the Hospitality Services may be altered. This constitutes the sole and exclusive remedy to which the client is entitled with no right for the client to claim any refund.

Circuit Hospitality Ltd give no guarantee whatsoever that the event/occasion shall take place. Should any event/occasion be cancelled for any reason whatsoever, the client will have no entitlement to any refund of monies paid. In some cases there may be a refund due from the “event rights holder” for the ticket element of a package; details of such refund schemes are sent out with the event tickets. It is the responsibility of the client to adequately insure themselves against postponement or cancellation, for whatever reason, of the event/occasion. The provisions of the S1(2) of the Law Reform (Frustrated Contracts) Act 1943 (or any re-enactment thereof) shall not apply to any agreement between Circuit Hospitality Ltd and the client.

THIRD PARTIES

Circuit Hospitality Ltd in making arrangements on behalf of its clients contracts with third parties for provision of all of the necessary facilities including the provision of tickets for entry to the event/occasion. In doing so it is expressly agreed that Circuit Hospitality Ltd acts only as agent of the client and that no liability of any kind howsoever caused shall attach to Circuit Hospitality Ltd in connection with or arising out of such arrangements. The contract with Circuit Hospitality Ltd and the client shall be subject to any terms and conditions with third parties. In the event that such facilities or tickets shall not be available, for whatever reason, any liability of Circuit Hospitality Ltd shall be limited to the return of all sums paid by the client for such facilities or tickets.

ALTERATIONS OR CANCELLATIONS OF ARRANGEMENT BY THIRD PARTIES

In the event of the cancellation or postponement of an event/occasion, or when the arrangements and/or facilities for any event/occasion are changed or cancelled by a third party, Circuit Hospitality Ltd will use its best endeavours to provide an alternative.

CHANGES TO ARRANGEMENTS BY CIRCUIT HOSPITALITY LTD

Every reasonable effort will be made by Circuit Hospitality Ltd to adhere to advertised and confirmed arrangements, but Circuit Hospitality Ltd reserves the rights at its sole discretion to alter, omit or change arrangements should it be found necessary to do so, and shall have no liability whatsoever to the client for any such changes, save a refund of any monies not expended.

PRICES

All prices and arrangements are subject to VAT. Circuit Hospitality Ltd reserves the right to alter published or confirmed prices at any time prior to the event to cover increased costs.

CHANGES TO ARRANGEMENTS BY CLIENTS

Every effort will be made by Circuit Hospitality Ltd to accommodate any changes or alterations requested. "Extras" will be charged as such. Reduction in the number of a party will be treated as a cancellation, but only in respect of the number of reduced places. In the event that the client is in breach of any obligation under this contract, or has entered into receivership or liquidation, or has become bankrupt or insolvent, then this contract shall be treated as cancelled by the client. In all cases, cancellation clause(s) in accordance with the above shall be applied.

DELIVERY OF HOSPITALITY PACKAGES

Unless the parties agreed that Hospitality Packages will be picked up at the venue, the Hospitality Packages will be delivered by secured courier or registered mail to the address stated on the Booking Form or to a different address subsequently notified in writing by the client and duly acknowledged by Circuit Hospitality Ltd, or by electronic transfer if the venue supports this method of ticketing. Delivery will only be completed provided that timely and complete payment of the price has been received in accordance with these Terms and Conditions. It is the client's responsibility to arrange for an authorised representative to be present at the delivery address to receive the Hospitality Packages. If the client has not received the Hospitality Package within a reasonable timeframe before the event/occasion, it is the sole responsibility of the client to contact Circuit Hospitality Ltd on 01454 201210. Circuit Hospitality Ltd will then conduct any reasonable investigation in connection with the problem reported by the client, such investigation being at the client's cost, to the extent the client turns out to be responsible for the problem.

CODE OF CONDUCT

All events/occasions are subject to the Code of Conduct, ground regulations or terms and conditions of the venue. Codes of Conduct shall apply to the client and its guests and any reference to the client shall be deemed to be a reference to a guest and vice versa. Any measures taken or imposed by the competent authorities and especially the police authorities shall apply to the client and/or the guests with regard to events/occasions. In particular, if a client or guest is expelled from or refused entrance to an event/occasion as a result of a breach of the Code of Conduct, the client and/or the guest shall lose all their rights with regard to the event/occasion with no right of refund.

LOST OR MUTILATED TICKETS OR PASSES

Tickets/access passes that are unreadable due to mutilation of any kind will not be accepted for admission. Circuit Hospitality Ltd is not responsible for lost, stolen, damaged, destroyed, forgotten or mutilated access passes/tickets; these will not be replaced nor reimbursed.

LIABILITY

Circuit Hospitality Ltd shall not be liable for any matter whatsoever that is beyond its control, and shall not in any circumstances be responsible for any sequential or indirect loss that may be incurred by the client or its guests, associates and agents, or any third party. All guests should keep valuables with them at all times.

FORCE MAJEURE

Circuit Hospitality shall not be liable for any default or breach of this agreement, due to any act of God, war or threat of war, terrorist activity (threatened or actual), strike, lockout, civil, political or industrial action, fire, flood, drought, storm, failure of power or machinery or any other circumstances beyond the reasonable control of Circuit Hospitality Limited.

The performance of this agreement by Circuit Hospitality Limited shall be subject to all applicable laws, rules, regulations, directions, decisions, codes of practice and guidelines, from time to time, of

- (1) any additional terms
- (2) any authority which has jurisdiction in relation to the licensing of the Stadium from time to time, and
- (3) any Football Governing Bodies to which the Club and/or any matches are subject (together the "applicable regulations")
- (4) The Government of the UK

In the event of any conflict or inconsistency between the provisions of this agreement, and applicable regulations, the relevant applicable regulations shall prevail and any failure by Circuit Hospitality Limited to perform its obligations as a result or consequence of ensuring compliance with applicable regulations shall not constitute a breach of this Agreement by Circuit Hospitality Limited.

COVID-19 TERMS & CONDITIONS

Circuit Hospitality shall not be liable for any cancellation of matches, due to the Covid-19 crisis and/or any subsequent pandemic".

Clients will be responsible for ensuring that they are fully compliant with the Terms & Conditions of entry to each Football Club, including, but not limited to; proof of vaccinations, negative lateral flow tests and provision of track and trace contact details.

Notwithstanding the clause above, in the event that Circuit Hospitality is unable to fulfil or offer any hospitality packages due to applicable regulations in connection with the COVID-19 pandemic, or other unspecified pandemic, Circuit Hospitality, without liability, shall be entitled to cancel the rights granted under this agreement, provide alternate hospitality packages, or reduce the number of hospitality packages provided.

If Circuit Hospitality is unable to provide the packages, as specified above, then the client shall be entitled to a refund or credit for the purchase value of the packages affected. Circuit Hospitality will not be liable for any additional costs incurred by the client, including, but not limited to; travel costs, accommodation costs, out of pocket expenses.

GOVERNING LAW AND JURISDICTION

These Terms and Conditions are governed by English Law and any legal proceedings must be brought in the English Courts.

DESCRIPTIONS

In compiling our sales literature and establishing all our arrangements we have relied on the information provided by third parties. Wherever possible these have been verified. However, should you find anything that is not described, please let us know as soon as possible so that we can give it our attention.

I have read the above Terms & Conditions and agree to the same.

Signed _____

Date _____