

TERMS AND CONDITIONS OF SALE - HOSPITALITY

Further terms and conditions relating to the sale and use of Fulham fc products can be found:

<https://www.fulhamfc.com/more/policies/terms-and-conditions/>

1. DEFINITIONS

In these Terms and Conditions (the "Conditions") the following words shall have the following meanings:

"Equipment" means any equipment provided by Fulham in the course of providing the Services;

"Match Date(s)" means the date(s) on which the Services are to be provided;

"Fee" means the amount to be paid by you in consideration for the Club's agreement to provide the Services, as set out in the Invoice;

"Force Majeure" means any circumstances outside the reasonable control of Fulham including, without limitation, acts or threatened acts of terrorism, strikes, lockouts, industrial disputes or other restraints or stoppages of labour, acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order rule or direction, rules or instructions of any regulatory body (including (without limitation) The Football League, UEFA and/or The FA Premier League), inability to obtain supplies, inclement weather, accident, breakdown of Equipment, plant or machinery, fire, flood or storm;

"Fulham" means Fulham Football Club Limited, whose registered office is at Motspur Park, New Malden, Surrey KT3 6PT;

"Guest(s)" means the number of person(s) that you are authorised to invite to attend the Licensed Area on the Match Date in the course of the provision of the Services. In the event that Services are to be provided to you and your Guests, Fulham will issue tickets or passes only up to the aggregate limit of you and your Guests;

"Invoice" means (where applicable) the invoice sent by Fulham to you, in order that you may make payment of the Fee in accordance with clause 3;

"Licensed Area" means any lounge or hospitality area(s) in the Stadium licensed to you for use in the course of the Services on the Match Dates;

"Services" means the hospitality services to be provided by or on behalf of Fulham to you in accordance with these Conditions;

"Stadium" means the pitch, grounds, stadium and related facilities (including, without limitation, the Licensed Area) and any part thereof at Craven Cottage, Stevenage Road, Fulham, London SW6 6HH; and "you" / "your" means the person, firm, organisation or company making the booking.

2. APPLICATION OF CONDITIONS

2.1 Save that you will also be required to comply with the Club's General Terms and Conditions relating to the sale of tickets for Club matches, its Home Match Ticket Conditions of Issue, the Ground Regulations issued by the EFL and the Customer Charter in relation to your entry into, and occupation of, the Stadium, these Conditions shall govern the provision of the Services to you by or on behalf of Fulham. No other terms or conditions, whether contained or referred to in any documentation, correspondence, purchase order or elsewhere sent by you or otherwise implied by trade, custom or course of dealing shall apply unless specifically agreed in writing by Fulham.

2.2 These Conditions shall become binding upon you at the point of purchase. In the event of an online booking, these Conditions shall become binding when you complete the transaction and have confirmed your acceptance of the Conditions. In the event that you receive an Invoice, you will receive a link to these Conditions and they shall become binding upon you paying the Invoice.

3. PAYMENT

3.1 Unless otherwise agreed in writing, you shall pay (without retention or set-off) the full Fee within 14 days of the date of the Invoice, together with any VAT due thereon. If the Match Date is within 14 days of the booking, you shall pay (without retention or set-off) the full Fee and any

additional amounts required, together with any VAT due thereon, at the time of the booking. No payment shall be deemed received until Fulham has received cleared funds. Time for payment shall be of the essence.

3.2 Subject to clause 3.1, where you receive an Invoice, you are required to pay the Fee in full within 14 days prior to the Match Date.

3.3 Fulham reserves the right to resell the Services (or any part thereof) in the event of any default in payment, postponement or cancellation.

3.4 Where any sums are outstanding from you, Fulham reserves the right to refuse to supply the Services and/or to cancel or suspend all existing arrangements without liability to you and without prejudice to any of Fulham's other rights, whether or not contained in these Conditions. In addition, Fulham shall be entitled to claim interest at a rate of 8% per annum from the date for payment until satisfaction of the debt, as well as any charges and legal and other costs that Fulham incurs in pursuing or enforcing any debt recovery action.

4. CANCELLATIONS AND REARRANGEMENT OF SERVICES

4.1 Match Dates (including, without limitation, football match fixture dates) may be subject to change from time to time for reasons beyond Fulham's control (including, without limitation, television scheduling, cup competitions and postponement due to adverse weather conditions). In the event that there is a change to the Match Date(s) or the nature of the Services, Fulham shall notify you of such change, postponement or cancellation as soon as reasonably practicable by telephone or email. If you are unable to continue with the booking on any rescheduled date offered to you by Fulham (if such rescheduling is possible), you must advise Fulham immediately and in such circumstances, any Fee received from you in respect of the cancelled part of the Services will be refunded.

4.2 Subject to clause 4.1, any tickets purchased pursuant to these Conditions are non-refundable, save that:

(a) where the ticket is returned between 14 and 21 days prior to the Match Date(s), Fulham shall be entitled to 75% of the Fee; and/or

(b) where the ticket is returned more than 21 days prior to the Match Date(s), Fulham shall be entitled to 25% of the Fee.

4.3 For the avoidance of doubt, where any ticket is returned less than 14 days prior to the Match Date(s), Fulham shall be entitled to retain the full Fee and resell any ticket.

5. GUESTS

5.1 You shall be responsible and liable for the conduct of all Guests and shall ensure that all Guests conduct themselves in an orderly fashion, refrain from anti-social behaviour and abide by these Conditions and all applicable dress-codes and the Ground Regulations. Failure to do so may result in Fulham cancelling the Services at any time without liability and/or without refund to you.

6. OBLIGATIONS

6.1 You warrant, represent and undertake that you and any Guests shall:

(a) comply with these Conditions, the General Terms and Conditions relating to the issue of tickets for Fulham matches, the Home Match Conditions of Issue and the Ground Regulations;

(b) only use the Licensed Area for the purposes of the Services during the Match Date(s);

(c) not use the Licensed Area for any purpose which Fulham may consider (in its sole discretion) illegal, immoral, dangerous and/or inappropriate;

(d) not cause any nuisance or annoyance to any other person whatsoever, nor cause any obstruction to the access or egress at the Stadium and/or the Licensed Area;

(e) not damage the Licensed Area or the Stadium nor litter or leave waste, but keep it in a clean and tidy condition, at all times to Fulham's satisfaction;

(f) not encroach onto the pitch at the Stadium, nor use any foul and abusive, racist, homophobic or discriminatory language or gestures towards or in the presence of any persons in the Stadium;

(g) not throw or drop objects or liquids from any part of the Licensed Area onto any other area within the Stadium;

(h) not bring into the Licensed Area and/or the Stadium any dangerous or illegal substances;

(i) not install or tamper with any fixtures or fittings in the Licensed Area and/or the Stadium (as applicable);

(j) ensure that the Equipment is at all times used in a responsible, appropriate and proper manner and in accordance with any instructions given to you by Fulham;

(k) not alter or damage nor attempt to repair or otherwise tamper with the Equipment or allow any third party to do so without Fulham's prior written consent;

(l) at all times comply with the instructions of Fulham and/or its officers, employees or agents in relation to the Services, the Stadium and/or the Licensed Area;

(m) at all times comply with any dress-codes, ticketing conditions and ground regulations; and

(n) not remove any Equipment nor any other fixture, fitting or other item of property belonging to Fulham and/or its sponsors or guests, from the Licensed Area and/or the Stadium.

7. EQUIPMENT

7.1 Unless otherwise agreed in writing by Fulham, you shall only be permitted to use Fulham's Equipment during the course of the Services where equipment of that nature is required.

7.2 Unless otherwise specified in writing by Fulham, the Fee shall include the cost of hiring and using the Equipment on the Match Date.

7.3 The Equipment is and shall remain at all times the property of Fulham or its relevant third party supplier and you shall have no right, title or interest to the Equipment.

7.4 It is your responsibility to ensure that the Equipment requested is suitable and adequate in all aspects for the purpose for which it is hired.

8. LIABILITY

8.1 Nothing in these Conditions shall limit either party's liability for death or personal injury caused by its negligence, or for fraudulent misrepresentation.

8.2 To the fullest extent permissible in law, neither Fulham nor any of its officers, employees or agents shall be liable or responsible for (whether in tort, contract or otherwise):

(a) any loss, damage (including, without limitation, theft or damage to property) or injury to you and/or any Guest or to any property belonging to you or any Guest in or upon the Stadium, Training Ground and/or the Licensed Area, resulting from any cause whatsoever; and/or

(b) any loss of profit, loss of use, loss of opportunity or any indirect, economic or consequential losses whatsoever; and/or

(c) any loss or damage caused by cancellation, postponement or rearrangement of the Services in accordance with clause 4.1 by Fulham (save to make any refund in accordance therewith).

8.3 You shall indemnify and hold Fulham and its officers, employees and agents harmless in respect of:

(a) any breach by you and/or your Guests of any of your warranties, undertakings and/or obligations under these Conditions; and/or

(b) any damage caused by you and/or your Guest(s) to the Licensed Area, Stadium and/or the Equipment.

9. TERMINATION

9.1 In the event that there is any failure to pay the Fee or any part of the Fee and/or if you and/or your Guests are in material breach of any of the provisions of these Conditions (including in particular, clause 6), the Club may, in its absolute discretion:

- (a) deny access to the Licensee and/or any of his/her Guests to the Stadium until such time as such breach is cured, without refund; and/or
- (b) terminate the relationship between Fulham and you with immediate effect.

9.2 In the event that Fulham terminates this agreement pursuant to clause 9.1 Fulham shall be entitled to:

- (a) retain the full amount of the Fee (if paid in advance); or
- (b) recover any outstanding balance of the Fee in full as a debt; and in either case the Club shall have no further obligation of any kind to you.

9.3 Termination shall not affect your obligation to pay any unpaid part of the Fee and such sums shall become immediately due and payable on termination or expiry.

9.4 No waiver of any default or breach by Fulham shall be construed to be a waiver or release of any other subsequent default or breach by you for the purposes of these Conditions and no failure or delay by Fulham in the exercise of any remedy provided for in these Conditions or as available in law or in equity shall be construed a forfeiture or waiver thereof or of any other right or remedy available to Fulham.

10. FORCE MAJEURE

Fulham shall not be deemed to be in breach of these Conditions or otherwise liable to you as a result of any delay or failure in the performance of its obligations under these Conditions if and to the extent that such a delay or failure is caused by Force Majeure.

11. MISCELLANEOUS

11.1 No food or alcohol may be brought into the Stadium and/or Training Ground (as applicable). Save in the case of corporate hospitality packages, if food or alcohol is required, arrangements should be made with Fulham and agreed in writing. Alcohol may not be consumed on or in the vicinity of the pitch and otherwise may only be consumed in areas designated by Fulham.

11.2 Food orders must be placed at least 7 days prior to the Match Date(s), with full payment for the food to be made when placing the order. Food orders can be cancelled or reduced up to 7 days before the Match Date(s), with a full refund. Any amendments made after that time will not be refunded.

11.3 Smoking is not permitted at the Stadium.

11.4 If match tickets are issued, it is your responsibility to safeguard these. Any tickets lost, destroyed or stolen will not be reissued nor will refunds be given by Fulham. You shall and shall ensure that all Guests shall comply with these Conditions including all applicable ticketing conditions, dress-codes and ground regulations at all times.

11.5 Nothing in these Conditions shall be intended to or deemed to operate as a tenancy or lease in respect of the Licensed Area or otherwise and neither you nor your Guests shall be entitled to any estate, right, title or interest in any part of or all of the Stadium and/or Training Ground (as applicable).

11.6 Fulham reserves the right, in its sole discretion, to refuse admission to you, any Guests and/or any other individual(s) to the Stadium and/or Training Ground (as applicable) and/or to evict you, any Guests and/or any other individual(s) from such venues.

11.7 Fulham reserves the right to amend these Conditions at its discretion.

11.8 Any personal information, including (without limitation), your name, address (including postcode) and/or email address will be held by Fulham in accordance with Fulham's privacy policy, which is available on the Fulham's website at www.fulhamfc.com.

11.9 No waiver by Fulham of any breach of these Conditions shall be considered as a waiver of any subsequent breach of the same or any other provision.

11.10 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby.

11.11 This Agreement is personal to you. You shall not co-license, sub-license, sell, assign, pledge or otherwise transfer your rights under this Agreement, without the prior written consent of Fulham.

11.12 To the fullest extent permissible in law, neither these Conditions are intended to nor shall they create any rights, entitlements, claims or benefits enforceable by any third person (including, without limitation, Guests). Accordingly, no person shall derive any benefit or have any right, entitlement or claim in relation to these Conditions or the Services by virtue of the Contracts (Rights of Third Parties) Act 1999.

11.13 These Conditions shall be governed and construed in accordance with the Laws of England and Wales. The English Courts shall have exclusive jurisdiction in the event of any dispute other than in relation to the enforcement of judgements, where such jurisdiction shall be non-exclusive.