

SARACENS HOSPITALITY PACKAGE

TERMS & CONDITIONS

DEFINITIONS

“**Agreement**” means this agreement between Saracens Limited and the Client for the booking and fulfilment of selected Package(s) as agreed by the Client and Club and in accordance with the terms and conditions set out below and otherwise in this Agreement;

“**Client**” means the person or company who is the intended end user of the Purchased Package and who contacts the Club with an enquiry and to whom the Club’s invoice in relation to the relevant Package(s) is addressed;

“**Club**” means Saracens Limited, a private limited company (registered in England & Wales under company number 03110665) and with its registered office at Saracens Limited, StoneX Stadium, Greenlands Lane, London, NW4 1RL, United Kingdom, being the company responsible for the overall organisation of Event;

“**Event**” means the event or events which are the subject of the Client’s enquiry;

“**Package**” means the hospitality package for the Event as detailed in the hospitality brochure produced by the Club; and

“**Purchased Package**” means the Package which the Client has identified as wishing to purchase from the Club and for which the Club has invoiced the Client in accordance with clause 2 below.

PAYMENT TERMS

1. The Client will contact the Club via the Club’s website (<https://www.saracens.com/tickets-hospitality/>) or by telephone to enquire about available Packages. The Club will then respond by sending details of available Packages to the Client by email.
2. Upon confirmation by the Client of which Package they wish to purchase, the Club will then issue an invoice to the Client with payment terms and which shall also act as a confirmation of the Client’s booking and acceptance of this Agreement. The invoice received by the Client shall detail the particular payment terms which the Client agrees to comply with.
3. Subject to availability of the particular Package specified by the Club. For the avoidance of doubt, all contracts for the purchase of Packages shall be between the Client and the Club regardless of the manner in which they have been booked, and be subject to these Terms and Conditions of Purchase.
4. All Package prices quoted are exclusive of any Value Added Tax which, if applicable, the Client shall be additionally liable to pay the Club at the rate as stated on the invoice.
5. All payments to the Club shall be made in the currency as stated on the relevant invoice and shall be made without any deduction for bank charges, set-offs or withholdings for whatever reason.
6. Bookings of Purchased Packages will not be confirmed by the Club until full payment in cleared funds have been received by the Club from the Client and the Club

reserves the right not to dispatch any documents or admission tickets relating to the Purchased Package unless payment of all accounts has been received from the Client.

7. If any invoices for Purchased Packages remain unpaid after their respective final payment date, the Club shall be entitled to treat such non-payment as cancellation in writing by the Client in accordance with clause 8 below.
8. By purchasing a Package a Client consents to its personal information being shared with the Club so that the Club may fulfil the contract (being the purchase of the Package).

CANCELLATION OF A BOOKING

9. Without prejudice to clause 6, cancellation of a Purchased Package by the Client will only be valid if made in writing. If the Client cancels a Purchased Package more than 90 days prior to the Event, the Client shall remain liable to pay to the Club 50% of the Purchased Package price (including VAT) (giving credit for any deposits already paid). If the Client cancels a Purchased Package within the period beginning 90 days prior to the Event, the Client shall remain liable to pay to the Club 100% of the Purchased Package price (including VAT). The sums stipulated in this clause represent liquidated damages to compensate the Club for all losses incurred as a result of such cancellation and the parties acknowledge that they comprise genuine pre-estimates of actual loss that may be suffered by the Club in relation to such cancelled Purchased Packages.

10. No refunds shall be made in respect of the non-arrival of the Client (or any of its guests) at the Event.

CANCELLATION OR POSTPONEMENT OF THE EVENT

11. The Club shall not be liable to the Client in the event that the Club is delayed or prevented from the performance of its obligations under this Agreement by reason of force majeure (which for the purposes of this Agreement shall mean any circumstance beyond the reasonable control of the Club including, without limitation, war, riot, sabotage, civil commotion, terrorism, threat of terrorism, explosion, lightning, earthquake, hurricane, storm, fire, flood and other extreme weather or environmental conditions, loss of utilities, strike, lock out or industrial dispute and governmental or regulatory authority action).

12. In the event of cancellation or postponement of the Event due to force majeure, the Club shall use its reasonable endeavours to refund to the Client any sums paid in respect of Purchased Packages, less any costs and expenses (or the relevant proportion thereof) which have already been paid or incurred by the Club in relation to such Purchased Packages.

LIABILITY

13. The Club shall use all reasonable endeavours to provide the Purchased Package as described, however, the Club specifically reserves the right to alter any aspect of the Package and the Purchased Package if, in the Club's sole discretion, it considers such change to be necessary and reasonable.

14. If the Club is obliged to make any material changes to the Package or the Purchased Package or cancel the Purchased Package for any reason other than the cancellation or postponement of the Event due to force majeure, then the Club shall offer the Client the option of an alternative Package of comparable standard and offering comparable facilities

or (on the condition that full payment has been received) a full refund of any payment(s) made by the Client in circumstances where there is no alternative Package available or where such alternative Package is unacceptable to the Client (for valid reasons (as determined by the Club)).

15. The Club does not guarantee or represent that any particular player will play in the Event. The Client shall not be eligible for a refund (either in whole or in part) if players previously announced as competing at the Event do not subsequently take part.

16. The Club shall not be liable for any personal property brought into any venue of any Event by the Client or any of its guests and the Client shall be solely responsible for the security of such property.

17. No warranty is given by the Club in relation to the Package and the Purchased Package and the Club shall not have any liability to the Client or any of its guests (other than liability for death or personal injury caused by the negligence of the Club) for any injury, loss, damage or expense of any nature arising under this Agreement, whether such liability arises in contract, tort (including, without limitation, negligence), statute or otherwise.

18. Subject to clause 16 above, the Club's maximum liability for all claims under this Agreement shall be limited to the price of the Purchased Package paid by the Client and actually received by the Club.

TICKET CONDITIONS

19. Tickets included in the Purchased Package are issued subject to the Club's ticket terms and conditions for the Event. By purchasing this Purchased Package, the Client also agrees to be bound by the relevant ticket terms and conditions. Tickets and Purchased Packages are non-transferable. The Client is expressly prohibited from reselling or transferring, advertising or offering for resale or allowing for the resale or transfer by any of its own staff, clients or guests, any badges, admission tickets, car parking passes or any other element of the Purchased Package without the Club's prior written consent (save where more than one ticket is issued to a Client, such tickets may be used (but not resold) only by the Client and any person(s) accompanying the Client to the Event). Any transfer of tickets or the Purchased Package not in accordance with this clause 18 will render such tickets and the Purchased Package null and void (and all rights conferred or evidenced by any elements of the Purchased Package and tickets shall be extinguished).

20. The Client agrees to abide by all rules and regulations imposed by the Club in relation to the Purchased Package and the Event including, without limitation, any and all conditions of sale applicable to tickets for the Event as well as other rules relating to attendance at the Event including the ground regulations, a copy of which is available at saracens.com.

21. The Client acknowledges:

- a. Allianz Park (the **Stadium**) is a non-smoking stadium; no smoking is allowed within the entire Stadium and surrounding areas (including premium facilities, suites, lounges, bars, restaurants, concourses and match seating areas); and
- b. CCTV is in operation at the Stadium.

22. The Client agrees:

- a. not to use any trade marks (or other intellectual property) of the Club or the Event or claim any association with the Event or the purchased hospitality services without the Club's prior written consent;

- b. not to use Purchased Package(s) (or any element thereof) as prizes in competitions, sweepstakes or for other similar promotional reasons, or as part of any hospitality or travel or commercial package without the Club's prior written consent;
- c. that no identification banners, balloons, or other advertising or promotional gifts/items whatsoever may be displayed by or on behalf of the Client anywhere at the Event or in the hospitality area(s) during the Event without the Club's prior written approval. Clients will not be permitted to supply any items for their guests to wear or carry whether inside or outside the hospitality area(s) or during the Event without the Club's prior written consent. Items which are very small in size and are intended for identification purposes only will be permitted, subject to samples of such items being submitted for written approval from the Club in advance. All prior consents from the Club which the Client may wish to seek in accordance with this clause should be sought through the Club by submitting proposals in writing with samples. Clients are advised to allow not less than 21 days for approval/disapproval to be confirmed by the Club. If the Club has not indicated approval within such time, then such samples shall be deemed not to have been approved by the Club;
- d. that it and its guests will be subject to the ground regulations of the Event as a condition of admission and that it and its guests shall comply in full with such ground regulations. For example, Clients and guests will be prohibited from taking in or using at the venue any type of pushchairs, prams, step ladders or animals;
- e. that smart casual attire is recommended in the hospitality facilities (as per the Package(s) outline), although the Club recognises that Ticket holders may wish to wear Rugby jerseys. The Club reserves the right to refuse admission to any person wearing what it deems to be inappropriate items of clothing and /or footwear or to require any such person to leave the hospitality venue. the Club shall not compensate any person in any way in respect of such refusal or requirement to leave the hospitality venue;
- f. that it shall be responsible for ensuring the good and orderly behaviour of all of its guests and invitees during the Event. If, in the Club's opinion, any person within the Client's party behaves in a loud, disorderly, unruly or abusive manner, then the Client, immediately after being asked to do so by a representative of the Club, shall procure that its guest(s) shall leave the Event. the Club's decision to require the removal of any such person shall be final and the Club shall not compensate any person in any way in respect of such removal. Notwithstanding the foregoing, the Client shall be liable with regard to any loss, damage, cost, expense or injury incurred or suffered by the Club which relates to or arises out of the acts or omissions of the Client or the Client's guests whilst at the Event and the Client shall indemnify and keep indemnified the Club accordingly; and
- g. that tickets are valid for entry to the Event on the date shown. Ticket holders will not be permitted to exit the Stadium and re-enter on the same day. All documents and admission tickets relating to the Purchased Package and the Event, including copyright, remain the property of the Club at all times.

MISCELLANEOUS

23. The use of data provided by a Client in relation to enquiries about Packages and Purchased Packages (including a Client's personal information) is governed by the Club's Privacy Policy, details of which are at <https://www.saracens.com/privacy-policy/>.

24. No alterations to this Agreement by the Client may be made except with the express written consent of the Club. The Club reserves the right to change the terms and conditions of this Agreement from time to time, as considered necessary. Such changes will be effective from the date they are communicated, in writing, to the Client. Where such change materially affects the rights of the Client, the Client will have the right to a full refund.

25. The Club shall be entitled to assign or sub-contract any of its rights, benefits and interests in or under the Agreement to any third parties. The Client shall not assign, transfer or charge the benefits of the Purchased Package(s) without the express written consent of the Club.

26. If any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable the provision shall be amended in a reasonable manner or it may be severed from the Agreement and in either event the remaining provisions shall remain in full force and effect.

27. Failure by the Club to exercise or a delay by the Club in exercising a right or remedy provided under this Agreement or by law does not constitute a waiver of that right or remedy or a waiver of any other remedy. A waiver of a breach of any of the terms of this Agreement does not constitute a waiver of any other breach and shall not affect the other terms and conditions of this Agreement.

28. This Agreement (along with the ticket terms and conditions and the ground regulations for the Event) constitute the entire agreement between the parties and no party shall have any claim or remedy in respect of any statement, representation, warranty or undertaking, made by or on behalf of any other party in relation to this Agreement which is not already set out in this Agreement.

29. This Agreement and the terms and conditions stated herein shall not affect a person's statutory rights as a consumer.

30. Any person not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999.

31. This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the Club and the Client irrevocably agree that any disputes arising under it (and whether contractual or non-contractual) shall be subject to the exclusive jurisdiction of the English Courts. Notwithstanding the foregoing, the Club reserves the right to pursue legal proceedings in a competent court of the Client's domicile, where such proceedings shall be governed and interpreted in accordance with English law.