

TERMS & CONDITIONS OF TOTTENHAM HOTSPUR

# Definitions

“the Client” means any person booking the services of the Company

“the Company” means Tottenham Hotspur Limited (trading as Tottenham Hotspur Football Club) or any member of the Tottenham Hotspur Limited Group of companies.

“the Event” means activities agreed between the Company and the Client at the Premises on the Event Date.

“the Event Date” means the date(s) on which the Client’s Event is held.

“the Premises” means those areas of the Company’s property on which the Client’s Event is held.

# Confirmations required by the Client

* 1. The Client must confirm all bookings to the Company by returning a signed booking form by post or email in accordance with paragraph 24 below.
	2. All bookings are subject to these terms and conditions.
	3. Final numbers, timings or any special requirements must be confirmed on writing to the Company at least 14 days prior to the Event Date. Please note you will still be charged and will be obliged to pay the full invoice rendered to you in the event that attendance numbers are lower on the actual Event Date.
1. **Payment**

Full payment of the booking must be made within 14 days of the Company receiving confirmation of the booking unless the Company agrees otherwise in writing.

1. **Post Event Payment of additional items**
	1. Credit or debit card pre-authorisation of additional items is required.
	2. Full payment of items additional to those specified in the signed contract is required within 14 days of the Event Date.
	3. Payment of additional items must be by card and no cash will be accepted.
2. **Clients with Credit Accounts**

* 1. Credit accounts (if granted) are due for payment 14 days following the Event Date.
	2. The Company reserves the right to charge 2% above the base rate of Barclays Bank plc on any amounts which remain outstanding more than 14 days after the Event Date.
	3. All sundries and additional items ordered on the Event Date must be agreed and signed for on behalf the Client by a duly authorised person.
1. **Client Resale of Event Space or Product**
	1. The Client cannot resell the whole or any part of the Premises or any product purchased in connection with the Event without the written permission of the Company.
	2. The Company may terminate the contract at any stage if it is deemed that the Client is reselling the Event Premises or product and in these circumstances the Company will not make any refund to the Client of payments made.

# Cancellations

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All cancellations must be made in writing. Should the Client have to cancel the Event, a charge will be made calculated as a percentage of the total booking value, according to the scale highlighted below:-

**Cancellation/Notification Period** **0-100 people 101+**

12 – 6 months prior 10% 20%

6 – 3 months prior 30% 40%

3 months – 1 month 50% 60%

1 month – 14 days 70% 80%

Less than 14 days 100% 100%

# Reduction in Numbers

Should the numbers fall below the minimum specified for the Premises booked, then the Company reserves the right to change the location of the Event to premises that are more suitable to accommodate the revised numbers.

# Sporting Fixtures

The date of the Client’s Event has been offered in good faith. However, in the unlikely event of a primary purpose football fixture or any other sport related event being arranged for the date in question the Company may cancel the Event and the Company shall not be held liable nor required to pay compensation for any loss sustained because of or in any way arising out of the cancellation of the Event.

1. **Price increases and VAT**

The Company reserves the right to pass onto the Client price increases imposed by government including but not limited to an increase in the rate of VAT.

# Corkage

No wines, spirits or food may be brought onto the Premises, unless the prior consent of the Company has been obtained and for which The Company reserves the right in its absolute discretion to make a charge.

# Outside Services

Prior written consent of the Company must be sought for any entertainment contracted for the event by the Client.

# Liability

The Company does not accept liability for any failure to provide the services contracted, which are due to circumstances beyond its control.

# Property

The Company accepts no responsibility at the Event for the property of the Client or guests of the Client. Any goods deposited with employees or representatives of the Company at the Event are at the owner’s risk and without obligation on the part of the Company.

# Wi fi

16.1 The Client remains responsible for the use (including misuse and abuse) of the Company’s Wi-Fi service at the Event by its officers, employees, agents, sub-contractors, attendees, visitors, invitees, guests and/or anyone accessing the Wi-Fi service through them.

 16.2 The Client agrees to indemnify and hold harmless the Company from and against all losses, claims, liabilities, damages, expenses (including legal fees) arising out of or in connection with the use of the Wi-Fi service at the Event by its officers, employees, agents, sub-contractors, attendees, visitors, invitees, guests and/or anyone accessing the Wi-Fi service through them.

# Damages

The Client shall be responsible for any accidental or other damage caused to the Premises or any other part of the Company’s property or their contents, fixtures, fittings and equipment by the acts or omissions of the Client or guests of the Client, and shall pay the Company on demand the amount required to make good any such damage.

# Equipment Storage

The Company will assist Clients, where reasonably possible, with the storage of equipment but does not accept any liability for any loss or damage which may occur.

# Insurance

# The Client shall maintain employer’s liability insurance that complies with the statutory requirements and public and products liability insurance cover of £10,000,000 with a limit of not less than £5,000,000 in respect of any one claim.

# Third Party Personal Insurance

# The Client is advised to consider taking out an insurance policy to cover cancellation, damage, third party liability and other eventualities beyond the Client’s control.

# Health and Safety

 The Client shall comply with the Health and Safety Policy Statement of the Company.

# Security

The Client shall comply with the Security Policy Statement of the Company.

# Force Majeure

# The Company shall incur no liability to the Client if performance of the contract is prevented or hindered by any cause whatsoever beyond the Company`s control and in particular, but without prejudice to the generality of the foregoing, by an Act of God, war, riot, civil commotion, government controls, restrictions or prohibitions or any other government act or omission (whether local or national), fire, flood, subsidence, sabotage, accident, strike or lockout and the Company shall not be liable for any loss or damage resulting therefrom suffered by the Client.

1. **Variations made by the Company**

It is the aim of the Company to provide the Client with the service they have requested for their Event. In the unlikely event that the Company needs to change any aspect of the Event for whatever reason, they reserve the right to do so at any time. The Company will notify the Client immediately and will make reasonable endeavours to provide alternatives to an equal or higher standard.

1. **Notices**

All notices and documents which the Client is required to serve on the Company pursuant to these terms and conditions should be sent by post to Andy O’Sullivan, Venue Director, Tottenham Hotspur Football & Athletic Co Ltd, Lilywhite House, 782 High Road, London, N17 0BXor by email to Andy.O’Sullivan@tottenhamhotspur.com.

**Client : Company :**

**NAME:………………........................ NAME:………………........................**

**SIGNATURE:………………………….. SIGNATURE:…………………………..**

**DATE:…………………...................... DATE:…………………......................**