



ALL THINGS BUSINESS

2021/22 1897 SUITE

Terms & Conditions of Hospitality & Match sponsorship bookings

The following terms and conditions apply to all hospitality and seasonal hospitality in the ALL THINGS BUSINESS ALL THINGS BUSINESS 1897 Suite. In these terms & Conditions, the expression "Club" refers solely to Northampton Town Football Club Ltd and "Client" means the Person(s) or company purchasing said package. "Stadium" means the The Sixfields Stadium, Sixfields, Northampton NN5 5QA or any other name as given by the Club to its stadium.

DEPOSIT & PAYMENT

- A 50% deposit payment is required to secure your booking upon purchase or via NTFC invoice with payment being 14 days of invoice date. In the event the booking is within 6 weeks of the game full payment is required upon purchase via credit card or BACS payment
- Payments can be made by cash, cheque, or such credit /debit cards as are accepted by the Club. Alternatively, the client must provide evidence of Chaps/Bacs payment. A booking is not confirmed or guaranteed unless said deposit is confirmed and must be produced at the time of purchase.
- All bookings, unless agreed by the club, must be paid for in full prior to tickets being issued a minimum of 6 weeks prior to the game date
- In the event that any outstanding balance occurs, these will be referred to a debt collection agency and will be subject to a surcharge of 25% plus vat to cover administration costs. This surcharge together with all other charges and legal fees incurred will be the responsibility of the client and will be legally enforceable. The Club reserves the right to refuse entry to the Stadium and its facilities where the client has any outstanding debt to the Club.
- Any lost cards or wallets will require a payment to the club for a duplicate in accordance with the general club ticket terms and conditions

CANCELLATION & REFUNDS

- **Covid Cancellations:** In the event of your booking (or part thereof) being cancelled due to one or more in your party receiving a positive Covid19 test, or being informed to isolate through the official NHS App we cannot offer refunds for notifications less than 5 days as the club will not have the time to re-sell and the food stocks will already be in. In this event the club will offer to reschedule your booking to another game in the same season, subject to availability. A copy of the test result will also be required showing name. No photocopies will be accepted. If the party numbers are reduced and the party continues to attend the game no refunds will be offered
- In the event of a 10-day self isolation request via the NHS Covid19 App only a 10% refund will be offered and proof showing name will be required. No refunds will be offered to post holiday isolation clients
- Cancellation or part cancellation of a booking by the client must be made in writing by letter or email to the Commercial Director, Northampton Town Football Club, The Sixfields Stadium, Edgar Mobbs Way, Northampton NN5 5QA or by email to commercial@nfc.co.uk.
 - In the event of cancellation or reduction in numbers to the original party numbers booked, the following refunds apply:-
 - Within 6 weeks of game date = 0% refund
 - 7-12 weeks of game date = 20% refund
 - 13-17 weeks of game date = 50% refund
 - 17+ weeks of game date = 90% refund
- Except where the Club offers an applicable ticket exchange or resale facility, tickets cannot be exchanged or refunded after purchase unless the fixture is cancelled or rescheduled. Where the fixture is cancelled or rescheduled, or where there is a material change to the programme of the event, the Client will be entitled to claim a refund from the Club on ticket value only if the fixture is rescheduled within 7 days of the event. In the case of the fixture being cancelled on the game date itself the club will not be able to offer any refund other than the aforementioned ticket (match) ticket value
- Where social distancing is required the club may not be able to accommodate all clients in the All Things Business 1897 Suite and will use its reasonable endeavours to accommodate or will offer an alternative at the club's discretion.
- For any fixture or fixtures not playing due to the Stadium being closed as a result of circumstances under the Force Majeure clause (below) the club will use its reasonable endeavours to accommodate or will offer an alternative at the club's discretion to the same value
- **Force Majeure Event:** any event affecting the performance of any provision of this agreement arising from or attributable to acts, events, omissions or accidents which are beyond the reasonable control of a party (other than lack of funds on the part of the Sponsor) including, without limitation, any abnormally inclement weather, flood, lightning, storm, pandemic, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, transport disruption, failure or shortage of power supplies, war, military operations, riot, crowd disorder, strike, lock-outs

or other industrial action, terrorist action, civil commotion and any legislation, regulation, ruling or omission (including failure to grant any necessary permission) of any relevant government, court, competent national authority or Governing Body.

- Where a fixture is cancelled or curtailed because of adverse weather, force majeure, the Club is not liable to make any refund or pay any compensation beyond the refunds aforementioned. Where such a refund is sought the Client must bring this to the attention of the Club within 48 hours following notification by the club's official website. The refund for tickets equals the face value of the tickets purchased plus the relevant per ticket booking fee. In order to claim your refund, please apply in writing to your point of purchase, enclosing your complete unused tickets promptly. Refunds shall only be made to the person who purchased the tickets and be made using the same method as was used to purchase the tickets. These terms and conditions do not and shall not affect the Client's statutory rights as a consumer
- Where a complimentary ticket or hospitality place is offered no refunds will be made available if the force majeure is triggered
- It is the responsibility of the client to check with the Club prior to the fixture in case there is a variation in the dates or timings of the fixture/event. In the event of a change in date or time of the fixture/event, the Club will not be liable for any additional costs incurred by the client such as travel or accommodation costs.
- The Club reserves the right to change the published fixture date which will be notified via the clubs website www.ntfc.co.uk
- The Club may cancel the booking at any time if either the booking might, in the opinion of the Club, prejudice the reputation of the Club, or the Client is more than 14 days in arrears of any payments due to the Club
- If it is found tickets have been purchased incorrectly for example the age does not reflect the customer (junior purchased when adult attending) there will be an immediate uplift payment required before admission, consumption or use of tickets. Failure will result in immediate ejection and the re-sale of tickets with no refunds.
- The re-sale of this ticket for commercial gain will make the ticket void. Clients should be aware that tickets sold from unofficial sources will not be valid.
- The unauthorised use of photographic and recording equipment (whether audio or visual) is prohibited.
- The Club does not grant the Client any rights whatever to transfer or sub-let any of the inventory purchased without the written consent of the Club.
- The Client is forbidden to use the booking for promotional or advertising purposes unless expressly authorised in writing by the Club. Any ticket obtained in breach of this clause shall be void and the Club will have the right to confiscate and deny access or eject anyone who has used that ticket to gain access, all without obligation to refund the purchase price to the purchaser.
- The Club will not be liable for any failure to provide or delay in providing facilities, services, food or beverages as a result of events or matters outside of its control.
- The Club reserves the right to vary the provision and packages depending on times, force majeure and licensing restrictions.
- The Club reserves the right to change its pricing at any time with adequate notification given
- It is not permitted for the Client or any guest to bring or consume any food or drink (whether alcoholic or otherwise) not provided by the Club. The consumption of any food or drink purchased in public concourse areas of the Stadium is also not permitted in any area of the club.
- Booking will increase at the rate of 3% per annum
- Additional guest spaces can be purchased at the published price and is subject to availability

COVID19 or any other pandemic

Please see above Covid19 cancellation & refund policy

It is essential that NTFC work to safeguard all its staff, players and visitors therefore you will need to alert the Club at the point of purchase/booking with details of your social bubble, if applicable at the time of event date.

- If you are going on the pitch for official photographs you will be asked by the club to complete a 60 second Covid19 check via the website. *You will not be permitted onto the pitch unless this has been completed*
- The club are required to change all pandemic regulations at any time adhering to Government and/or local Government or SAG instructions.
- It may be the Club offer you separate tables inside the hospitality areas and seating areas which is non Executive due to seating regulations.
- If you or any of your guests present with any signs of Covid19 you will be asked not to attend and refunds will be subject to the Covid19 cancellation clause above.
- The club may ask you to take your temperature and in which case if you are above the guidelines you will not be permitted entry into the stadium and no refunds offered
- We may from time to time operate a track and trace record system which is mandatory
- It may be, from time to time, mandatory to wear a face mask when moving around the stadium and inside the Suite. Failure to do this will result in you being asked to leave with no refund.

SEASONAL HOSPITALITY

- Seasonal hospitality client terms and conditions will be the same as all these terms and conditions

- In the event the club are unable to fulfil a fixture due to force majeure the club will offer any lost hospitality covers to be carried over to the following season and the equivalent value transferred less any season ticket values which may include iFollow benefits. In the event the club reach a higher division the price of hospitality will change and only the value of the current season will be taken as a credit
- Guests can be added to fixtures and these will require full payment in advance at the purchased match price
- Any no shows will not be carried over to future fixtures. These will be deemed as "lost"

HOSPITALITY BANK

- Hospitality bank terms and conditions will be the same as those aforementioned
- Bank numbers must be taken at least 50% of the total number August to December with the balance January to end of season. Bank clients cannot take all their allocation during the last half of the season. In the event this is not adhered to the covers equivalent to which ever 50% will be deemed as lost.
- Hospitality banks must be taken in equal denominations of Gold, Silver and Bronze fixtures
- Hospitality bank does not include Cup, play offs or pre season friendlies
- In the event the club are unable to fulfil a fixture due to force majeure the club will offer any lost hospitality covers to be carried over to the following season and the equivalent value transferred.
- Guests can be added to fixtures and these will require full payment in advance at the purchased match price and subject to availability
- Any no shows will not be carried over to future fixtures. These will be deemed as "lost"
- Any covers not taken in a season cannot be carried over to future seasons, these will be deemed as "lost"
- Hospitality bank surplus will be deemed as lost and cannot be used for club events or carried over into future seasons

MATCH SPONSORSHIP (BANK OR CONTRACT)

Match sponsorship clients must choose their fixtures before the 1st August and are subject to availability at the time of selecting. Fixtures are released mid June and will be available for general sale same day to the general public

PARKING

- Parking for hospitality guests will be included at the ratio of 1 space per 4 vehicles. Additional spaces may be purchased at £10 per vehicle and will be subject to availability. Price plus VAT
- Seasonal parking can be purchased at £150 + VAT for the West and £60 for the North overflow. All prices exclude VAT at 20% and are subject to availability
- The Club shall not be responsible for any damage or theft of any motor vehicle and their contents at the Stadium.
- Drivers must park in the designated bay number given. Parking places associated with booking are particular to the Client and cannot be sold, transferred or assigned. Parking accreditation does not entitle the holder, unless otherwise specified, to any particular space in the car park. Accreditation must be displayed upon entrance to the car park for which it relates and to any official of the Club in stewarding or associated duties, when requested.

CONDUCT

- The Client and any guests shall act in an orderly and lawful manner and shall abide by the stadium and hospitality rules. For the purposes of this condition, "Rules" means the rules and regulations of the Stadium, the venue management, any licensing, regulatory authority or Covid/pandemic. In the event the client has to be spoken to about behaviour in any of the club areas a verbal notice will be served. In the event this re-occurs a formal letter will be issued. If a third repeat of this incident occurs, the client will not be welcomed back into the club and any bookings made will be cancelled with no refunds offered
- All clients may from time to time be required to wear a face mask whilst entering, moving around the room (for the purpose of visiting the lavatories) and leaving the stadium. When in force, this is mandatory. In the event the client or their guest refuse to wear a face mask/covering they will be asked to leave the premises and no refund will be offered
- The Club have the right to refuse the sale of alcohol to any person at any time
- The Client shall be responsible for the conduct of any guests and shall ensure they adhere as above. The Client and/or their guests may be ejected from the Stadium without entitlement to a refund for a failure to comply with the above clauses
- Guests are not permitted inside any RED ZONE area which for the purpose of clarity means tunnel, changing areas or pitch areas at any time unless given approval by the Club. In the event this is not adhered to guests may be ejected from the stadium and no refund offered.
- The Client and any guests shall not: a) cause any damage to the Stadium; b) attempt to access the pitch area, the tunnel area or any other prohibited areas; c) stand on seats or climb onto barriers or other structures; d) throw or attempt to throw any object e) treat any member of staff in a threatening or abusive manner; f) bring into the Stadium any food, alcohol or dangerous or illegal substances; g) smoke in any areas apart from the parts of the Stadium designated for such purpose.
- The Club shall take all reasonable precautions for the security of the property of Clients and guests, but all property remains at the owner's risk.
- The Client shall indemnify the Club against any and all costs, expenses and/or losses of whatever nature and howsoever caused or incurred, whether suffered directly or indirectly by the Club as a result of (without limitation): a) any breach by the Client of these terms and conditions; and/or b) any damage caused by the Client and/or the guests to the Stadium or any property or equipment at the Stadium. The Club shall not be deemed to be in breach of these terms and conditions or otherwise liable to the Client as a result of any delay or failure in the delivery of the fixture/event of its

obligations under these Terms if and to the extent that such a delay or failure is caused by a Force Majeure Event. For the purposes of this clause, a "Force Majeure Event" means any circumstances outside the reasonable control of the Club including, without limitation, acts or threatened acts of terrorism, strikes, lockouts, pandemic, 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, inability to obtain supplies, inclement weather, accident, breakdown of equipment, plant or machinery, fire, flood or storm.

- Nothing in these terms and conditions shall limit either party's liability for death or personal injury caused by its negligence, or for fraudulent misrepresentation.
- The Client acknowledges that when booking certain personal information including, without limitation, their name, address, date of birth, and/or email address will have to be made available to the Club (the "Personal Data"). All Personal Data will be held and used by the Club in accordance with the Club's privacy policy (which can be found at <http://www.ncfc.co.uk>) and the Data Protection Act 1998.
- By accepting the written confirmation the Client agrees to adhere to and be bound by these terms and conditions. These shall be governed by and interpreted in accordance with English law and the parties shall be subject to the exclusive jurisdiction of the courts of England and Wales.
- The Club reserves the right to change any of the above terms and conditions at any time and will publicise such changes on the Club's website.

These terms and conditions are subject to change at any time

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