



LEICESTER CITY FOOTBALL CLUB

NON-MATCH EVENT

TERMS AND CONDITIONS

1. Definitions and Interpretation

In these Non-Match Event Terms & Conditions, the following words and phrases shall have the following meanings (unless stated otherwise):

“Attendee” means any individual attending the Event as part of Your Booking;

“Booking” means Your booking for the Event to be completed on the applicable online booking page, and any confirmation of Your booking that you receive, in each case which sets out details of the Event, including but not limited to: (i) the date, time and location the Event is to take place at, (ii) what is included as part of Your ticket for the Event, and (iii) the Charges;

“Booking Requirements” has the meaning given to it in Condition 3.a;

“Charges” means the charges payable to the Club by You for the booking of the Event as set out on the relevant online booking page (if applicable);

“Club” means Leicester City Football Club Limited (company number 04593477) whose registered office is at King Power Stadium, Filbert Way, Leicester, Leicestershire LE2 7FL;

“Contract” has the meaning given to it in Condition 2.a;

“Effective Date” means the date the Contract between You and the Club commences as described in Condition 3.b;

“Force Majeure Event” means any reason beyond the Club’s control;

“Ground Regulations” means the ground regulations issued by the Club from time to time that set out the terms and conditions upon which spectators are granted entry to the Stadium, a copy of which is available at LCFC.com/terms, which shall be deemed to be incorporated into these Conditions and the definition of ‘Match’ within the Ground Regulations shall be deemed to include each Event;

“Services” means the provision of the products and/or services by the Club for the Event (including hosting the Event) as set out in the Booking and/or as later agreed between You and the Club in writing;

“Stadium” means King Power Stadium located at Filbert Way, Leicester LE2 7FL (including the Museum), and all other locations owned, occupied or utilised by the Club;

“Term” has the meaning given to it in Condition 3.b;

“Event” means the event hosted by the Club at the Venue as set out in the Booking;

“You” means the person booking the Event, and “Your” will be construed accordingly; and

“Venue” means the venue and location for the Event as set out in the Booking.

Reference to ‘Conditions’ are to the conditions of these Non-Match Event Terms & Conditions.

2. Basis of Contract

- a. These Non-Match Event Terms & Conditions along with the Booking Form (the **“Contract”**), will govern all contracts and arrangements between You and the Club in respect of the Event and the Services. No condition, warranty or similar

provision of any document which You have provided (or in the future provide) to the Club will apply to the Club or the Contract.

- b. If You are booking the Event for a third party, You are deemed to be acting with the consent of that third party. You are also considered to be accepting these Non-Match Event Terms & Conditions on behalf of all Attendees and any applicable third party.

3. Your Booking

- a. Any booking of an Event by You is not secured until all of the following actions have been completed:
 - i. You have completed your Booking; and
 - ii. You pay the Charges in full as directed by the relevant online booking page, (the **"Booking Requirements"**).
- b. Subject to Condition 3.c, the Contract between You and the Club will commence on the date that all of the Booking Requirements have been completed (the **"Effective Date"**) and will continue until fourteen (14) days after the date of the Event (the **"Term"**).
- c. Payment of the Charges must be received by the Club within the timeframe indicated on the applicable online booking page. Where the same are not received in the required timeframe, the Club can deem that Your booking of the Event is cancelled. If You wish to continue with the booking, the Charges payable by You may be increased to reflect any published increase to the charges applicable to the Event.
- d. Please note that, for the purposes of this Condition 3, any documents and/or payments that have been sent by You, but have not been actually received by the Club, will be deemed to have not been received.

4. Charges

- a. In return for the Club providing the Services, You will pay to the Club the Charges in accordance with the procedure and timescales for payment set out on the applicable online booking page.
- b. Unless otherwise stated, all Charges stated in respect of the Booking are inclusive of value added tax.
- c. All payments to the Club are required to be made in pounds sterling. The Club will not be obliged to invoice to an address outside the United Kingdom.
- d. If You fail to make payment of the Charges in accordance with the Contract, such failure will be deemed a material breach of the Contract and Condition 9.d will apply.

5. The Event

- a. If the Event booked by You includes the attendance of any current and/or former player and/or member of staff, please note that the individual(s) who will be in attendance at the Event is/are subject to change at any time and no guarantees are provided that any specific individual(s) will be in attendance (including individual(s) that take part or appear in publicity or advertising relating to the Event).

6. Attendee Rights and Obligations

- a. You are required to ensure that all Attendees are aware of and comply with these Non-Match Event Terms & Conditions.
- b. The Club may stipulate certain age requirements for an Event. You are required to ensure that all Attendees conform to such age requirements.
- c. All Attendees under the age of 14 must be accompanied by a parent or guardian or other adult over the age of 18 years, and such person must accept (i) full responsibility for the minors they accompany (including in respect of their compliance with these Non-Match Event Terms & Conditions) and (ii) provide adequate supervision at all times. The Club reserves the right to such require confirmation of age as, in its sole discretion, it considers necessary.
- d. Any Attendee under the age of 18 years of age is not permitted to consume alcohol during the Event (if such is made available for consumption/sale).
- e. Attendees will only be permitted to access areas of the Venue that form part of the Event. Attendees agree not to access any other area of the Venue.

f. Attendees must:

- i. act responsibly, safely, appropriately and in accordance with all applicable laws and the applicable Ground Regulations; and
- ii. comply with the Club's security and safety policies and all instructions of any Club official or other officer or employee of the Club or its representatives.

7. The Club's Rights and Obligations

a. The Club celebrates diversity and works to create an experience that is safe and enjoyable for all. The Club welcomes all to its Events, regardless of age, disability, gender, race, faith, sexual orientation or any other protected characteristic. The Club will not tolerate behaviour (whether verbal, physical, written or otherwise) that is anti-social, discriminatory, offensive, racist, homophobic, threatening, abusive or otherwise targets someone because of their protected characteristic. If the Club finds any supporter committing any of the above offences or behaviours at, around or on the journey to/from the Stadium, any other Club premises or any other football stadium, or via online media or any other media, the Club shall be entitled to impose on the supporter such sanction as it considers appropriate in the circumstances, which may include, without limitation, a lifetime ban from all Club fixtures and/or cancellation of any Booking without reimbursement and/or the removal of any Club benefits (including but not limited to priority points).

b. The Club will have the right to prevent access to or remove from the Event and/or the Venue:

- i. any Attendee acting in a way which, in the opinion of the Club (in its absolute discretion), is unacceptable (including drunken behaviour) or reasonably likely to cause damage or injury to any Attendee, any other visitor or the Venue. This includes Attendees whose behaviour is discriminatory, offensive, threatening, disrespectful or violent;
- ii. any Attendee who in the opinion of the Club or its employees or representatives (in their absolute discretion) either (i) unreasonably refuses to permit their person or possessions to be searched on entry or (ii) poses a security risk; or

iii. any Attendee who is breach of any of the Non-Match Event Terms & Conditions,

without any liability to any Attendee by way of compensation, refund, re-admission or otherwise.

c. Where the Venue is located at the Stadium, please note that due to the operational needs of the Club in the undertaking of its business as a football club, the Club may be required to act on short notice (e.g. for operational and/or health and safety reasons) and will be entitled to:

- i. repair, replace, maintain and modernise any part or parts of the Stadium and from time to time take such other steps in relation to the Stadium as the Club in its sole discretion considers to be necessary;
- ii. change the nature of the Event without notice where such change is required for operational purpose; and/or
- iii. close parts of the Stadium without notice for the purposes of performing the above,

without liability to any Attendee by way of compensation, refund, re-admission or otherwise. As such the Club cannot guarantee that all advertised elements to the Event will be available.

8. Attendance at the Event

- a. Attendees should arrive at the Venue at the location and at the time set out in the Booking, or as otherwise confirmed by the Club in writing.
- b. Attendees will only be entitled to take photographs and/or video recordings during the Event for genuine private and non-commercial purposes, save that Attendees must not take photographs or video recordings of any match displayed at the Event nor against the instructions of any Club official or other officer or employee of the Club or its representatives.
- c. Each Attendee will be solely responsible for their personal property and the Club will not be liable for loss of or damage to such personal possessions.

9. Cancellation and Amendments by the Club

- a. The Club shall be entitled to change the Venue, date and/or time of the Event specified in the Booking to an alternative location, date and/or time in its absolute discretion without any liability to You and/or the Attendees, provided that such a substitute location shall be of no lesser suitability than the location specified in the Booking (for the avoidance of doubt, change of location to a different sized room than as specified in Your Booking shall be deemed an acceptable change).
- b. Due to the operational needs of the Club in the undertaking of its business as a football club, the Club may be required to act on short notice (including, but not limited to, when there is a late change of match days or a Force Majeure Event) and the Club will have the right, at its sole discretion, to:
 - i. suspend, amend, postpone or cancel the Event; and/or
 - ii. close the whole of the Stadium to the public;

where considered necessary by the Club (acting in its absolute discretion) for operational and/or safety reasons or as required by action taken under Condition 7.c. In such circumstances the Club will endeavour to provide notice to You (if reasonably possible) of such suspension, amendment, postponement, cancellation or closure. Your Booking will be valid for the alternative arrangements, and the Club will have no further liability whatsoever. Refunds of any Charges paid by You will only be issued in the absolute discretion of the Club.

- c. The Club may by notice in writing to You cancel the Event at any time prior to the Event. In such circumstances, you shall be entitled (at Your own discretion) to accept an alternative date/time/location for the Event (where this is possible) or to receive a refund of any Charges paid by You (less any booking fees and/or cancellation or similar costs). The Club will have no further liability whatsoever.
- d. The Club will also have the right to terminate the Contract and cancel the Event without any liability to You by notice in writing to You if: (i) any of the Charges due are not made by the relevant due date for payment; (ii) You are in breach of any provision of the Contract; and/or (iii) You take any action or any action is taken in connection with You which in the Club's reasonable opinion means that You are unlikely to be able to pay Your debts as they fall due.
- e. Notwithstanding any other provision of these Non-Match Event Terms & Conditions and in order to enable the Club to retain the appropriate flexibility to ensure an appropriate and fair approach in respect of any circumstances arising which are outside of the Club's reasonable control (including but not limited to any public health concerns), if for any reason:
 - i. the Club is unable to admit an Attendee into the Event; or
 - ii. the Club is required to reduce the capacity of the Event and as a result the Club makes the decision (at its discretion) that it is not able to admit an Attendee into the Event; or
 - iii. the Club is unable to provide the Event and/or the associated services as described in the Booking,

the Club reserves the right to amend these Non-Match Event Terms & Conditions and/or any Booking as it determines necessary in its absolute discretion (including, without limitation, the Club making any such amendments as are required or recommended in order to comply with applicable laws, regulations or guidance). In such circumstances, the Club will contact You to inform You of the relevant amendments which the Club is making, and of the impact of those amendments on Your Booking (which may, for example, include the Club introducing a ballot or other process to determine those Attendees who will be entitled to attend any Event with limited capacity and/or the Club determining the basis on which any refunds and/or credits will be offered to You for any Event which You are not entitled to attend as a result). In such situations, the Club shall have no liability for any losses (including travel costs or accommodation costs) or expenses incurred by You and/or any Attendee.

10. Cancellation by You

- a. Subject to the Club's rights of cancellation set out in these Non-Match Event Terms & Conditions, Bookings are non-cancellable, non-refundable and non-transferable. Refunds will only be considered in exceptional circumstances and any refunds will be solely at the Club's discretion. In all cases, the Club's decision is final. Where any Bookings are purchased from a reseller (and not the Club), the Club shall not be liable for any refunds of Bookings purchased under any circumstances whatsoever.

11. Liability

- a. You will be liable for all costs, losses and liabilities incurred by the Club as a result of any damage to the property of the Club caused by any Attendee and/or any actions of any Attendee, including (but not limited to) any breach of Condition 6 and any actions referred to in Condition 7.

- b. The Club hereby excludes any liability for loss, injury or damage to persons/property in or around the Venue except in respect of death or personal injury resulting from any negligence of the Club or any other liability of the Club which cannot be excluded under applicable law.
- c. The Club shall not be responsible for any interruptions and/or restrictions to the view of the Event caused by virtue of (i) the position of the seat and/or (ii) the actions of other spectators.
- d. The Club expressly excludes all liability resulting from:
 - i. any failure or delay by the Club in carrying out any of its obligations under these Non-Match Event Terms & Conditions;
 - ii. the alteration of the Venue, date and time of the Event; and
 - iii. the amendment, abandonment, postponement or cancellation of the Event.
 - iv. any failure to obtain a Home Match Ticket and/or replacements of the same due to the acts or omissions of any third party (including any postal service provider).
- e. The Club shall have no liability whatsoever to You and/or any Attendee for:
 - i. any indirect or consequential loss or damage of whatever nature; or
 - ii. any of the following types of loss or damages, whether arising directly or indirectly: (i) loss of enjoyment, (ii) travel/accommodation costs, (iii) any loss or damage to or theft of property at the Venue, and/or (iv) any losses arising from a Booking being used for commercial purposes (i.e. where the Booking is not being purchased and used by a consumer).
- f. The Club's liability under and/or in connection with these Non-Match Event Terms & Conditions shall be limited to the price of the Booking purchased in connection with these Non-Match Event Terms & Conditions.
- g. For the avoidance of doubt, nothing in these Non-Match Event Terms & Conditions shall exclude or limit the Club's liability for:
 - i. death or personal injury caused by the negligence of the Club or its employees during the course of their employment; or
 - ii. fraud or fraudulent misrepresentation by the Club; or
 - iii. any liability which may not be excluded or limited as a matter of English law.
- h. In the absence of negligence or other breach of duty by the Club or its servants or agents, You and all Attendees are responsible for: (i) any loss, theft or damage to any personal belongings left or displayed in or at the Venue; and/or (ii) any injuries sustained during the Event.

12. Warranties

- a. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

13. General

- a. The Club will have no liability to You if it is prevented from, or delayed in performing in full or in part, its obligations under the Contract as a result of a Force Majeure Event.
- b. The expiry or termination of the Contract will not stop either party from making a claim against the other for any act or omission that occurred prior to expiry or termination.
- c. On expiry or termination of the Contract, any part of the Contract that is expressly stated to come into force or continue on or after such expiry or termination (or is intended as such by implication), shall continue to apply.
- d. No variation of the Contract or these Non-Match Event Terms & Conditions will be valid unless it is in writing and signed by an authorised signatory on behalf of both the Club and You.

- e. The Club can at any time assign, transfer or novate the Contract to any of its group companies.
- f. If any provision of the Contract may prove to be illegal or unenforceable, the remaining provisions of the Contract will continue in full force and effect.
- g. The Contract will be construed and performed in all respects in accordance with the laws of England and Wales and each party agrees to submit to the exclusive jurisdiction of the English courts.
- h. The Contract and these Non-Match Event Terms & Conditions and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the laws of England and Wales. The parties hereby submit to the exclusive jurisdiction of the Courts of England in relation to any dispute or claim arising out of or in connection with such (including in relation to any non-contractual disputes or claims).