

## TERMS AND CONDITIONS

All conference, banqueting and wedding functions booked at the Globe Arena (Arena) by the Client shall be subject to the following:

#### 1. ENQUIRIES & DEPOSITS

- i. An enquiry with approximate numbers does not constitute a booking.
- ii. To guarantee your booking the following will be requested:
  - a) For conference and functions a minimum deposit of £250 or 15% of the total value, whichever is the greater.
  - b) For weddings a minimum deposit of £250 or 25% of the total value, whichever is the greater.
  - c) For large functions of over 200 people a minimum deposit of £500 or 25% of the total value, whichever is the greater.
- iii. All deposits are non-refundable and non-transferrable to other groups, dates or events.
- iv. A deposit will only be accepted when accompanied by a signed copy of our business terms and conditions.

## 2. PAYMENT POLICY

- i. Confirmed numbers are required, in writing or via email, 3 weeks (15 working days) prior to the date of the event. This will form the basis of your final invoice, which will need to be settled, 2 weeks (10 working days) prior to the event. Any event booked to take place within 2 weeks must be paid for in full upon booking. Payment can be made by telephone (01524 411797 option 0) or in person (Club Reception office hours only) by the following methods:
  - a)Cash b)Cheque (payable to MORECAMBE FOOTBALL CLUB LIMITED) c)Credit or Debit Card (American Express not accepted)
  - d)BACS Transfer (details provided on your invoice) e) Payment plans are available by prior agreement (minimum instalments may be applicable)
- ii. For weddings and large function of over 200 people, 50% of the outstanding balance is due on or before 4 months prior to the event.
- iii. After final payment has been received no refunds can be given for reduction of numbers. Payment for any increase in numbers is required prior to the commencement of the event.
- iv. Whilst every effort will be made to contain the prices in the quotation, the Arena reserve the right to increase prices without notice. This is also applicable to confirmed bookings. Price increases, which will be in line with economic circumstances or legislative changes, will not result in Client being entitled to resign the contract.
- v. We reserve the right to charge interest at a rate of 2% above the base rate on any debts falling overdue.
- vi. Please note that prices quoted are based on our current supplier costs. We will endeavour to keep our prices as competitive as possible but should we see increased supplier costs before your event, we reserve the right to review the prices currently quoted.

#### 3. EVENT DETAILS

- i. The Client shall give details, in writing or via email, of final numbers, menu choices and details of any other service to be provided by the Arena no less than 3 weeks (15 working days) prior to the event.
- ii. The acceptance of any increase over the previously advised numbers will be held at the Arena's discretion.
- iii. The Arena reserves the right to charge, in full, for any decrease from the final numbers given but in any case, the minimum chargeable number as shown will apply.
- iv. The Arena reserves the right to amend the room allocation should any booking fail to achieve the previously allocated room's minimum number of guests.

## 4. CLIENT INFORMATION

The Client shall provide, in writing or via email, on request by the Arena all such information, which is available in relation to the function as may be necessary to enable the Arena to make a fully informed assessment of its obligations to provide the services.

## 5. ADVERTISING

If the general public are to be admitted to the function, the Client should not use the Arena's name or trademarks without its prior written permission and must show all tickets, posters and advertising material to the Arena for its approval in writing or via email. In all other circumstances this information should be provided if so requested by the Arena.

# 6. CLIENTS USE OF THE STADIUM

- i. The Client and persons attending the function shall:
  - a) Comply with all licensing, health and safety and other regulations relating to the Arena.
  - b) Not carry out any electrical works or other works at the Arena, including amplification and lighting, without the Arena's prior written consent.
  - c) Not bring any dangerous or hazardous items into the Arena and remove any such items promptly when requested to do so by a member of the Arena's management or any other authorised person.
  - d) Not to consume any food or drink at the Arena not supplied by the Arena, or its authorised caterers.
  - e) Not bring any alcohol into the Arena unless by prior agreement (Raffle Prizes etc.). Any items in contravention will be stored by the Arena, until the event finishes. The Arena does not accept responsibility for the loss or damage to any items stored.
  - f) Not act in an improper or disorderly manner, leave promptly at the agreed time and comply with any reasonable requests by the Arena employees.
  - g) If authorised to provide their own entertainment involving electrical equipment, ensure the safety and suitability of that equipment in accordance with current health and safety standards.
- ii. Any person in breach of these conditions may be refused admission or be removed from the Arena.
- iii. Access to the Arena for event set-up purposes is strictly by prior agreement only. The Arena reserves the right to charge a supplement should set-up requirements fall outside normal working hours.
- iv. Event start times as agreed between the client and Arena must be strictly adhered to. It is the client's responsibility to ensure their guests have been informed of this agreed time. Admittance prior to the agreed start time is at the discretion of the Arena who reserves the right to refuse entry.
- v. All cars left on the premises are entirely at the owner's own risk and must be removed no later than 11am the following morning. Failure to do so may result in vehicles being removed. Any costs incurred will be payable by the vehicle owner.

## 7. CANCELLATION BY THE GLOBE ARENA

- The Arena may cancel the booking under the following circumstances:
  - a) If the Arena or any part of it is closed due to circumstances outside of its control.
  - b) If the Client becomes insolvent or enters into liquidation or receivership.
  - c) If the Client is in breach of the above payment policy.
  - d) To avoid a breach of these conditions.
  - e) If it might prejudice the reputation or cause damage to the Arena.
  - f) If the Arena is to be utilised for rescheduled events or unforeseen events/fixtures.
- ii. In such an event, the Arena will refund any advance payment made but will have no further liability to the Client.

#### 8. CANCELLATION BY THE CLIENT

The Client must confirm any cancellation in writing or via email to the Arena. Cancellation charges will apply as follows: After 7 days and up to 40 weeks prior to the event, loss of deposit. Between 39 weeks and 15 weeks prior, 50% charge based on assessment of numbers. Between 14 weeks and 5 weeks prior, 75% charge based on assessment of numbers. Within 4 weeks, 100% charge based on assessment of numbers.

#### 9 LIARILITY

- i. The Arena will be liable to the Client, and/or persons attending the function for injury to persons or loss or damage to property only where and to the extent that it has been negligent but otherwise will be no liability to them whatsoever.
- ii. The Client will be liable for any loss or damage to the Arena's property including walls, light fittings and equipment (including items hired for their use) or injury to any person including Arena staff and shall indemnify the Arena against any loss or liability (other than the Arena's liability in (i) above) arising from the function.
- iii. The Client is advised to consider arranging insurance for the function covering public liability and loss or damage to its property and that of the persons attending the function.

## 10. GENERAL

- i. The Arena will take all reasonable steps to fulfil the reservation to the best of its ability and in accordance with the details provided. However, it reserves the right to provide alternative services of at least an equivalent standard at no additional cost to the Client.
- ii. The Client shall not be entitled to assign the booking to any third party, not utilise the Arena's facilities other than for the agreed purpose, without the Arena's prior written approval.
- iii. The Arena reserves the right to pass onto the Client any additional costs incurred by them in respect of goods and services requested during the course of the function or caused by the Client not adhering to agreed times of service.
- iv. Whilst the Arena has taken all reasonable steps to ensure that the information contained in its brochures, tariffs, leaflets and advertisements is accurate, it reserves the right to alter, substitute or withdraw any service, facility or amenity without notice if necessary.
- v. Notwithstanding anything contained in these Terms, the Arena will not be liable for any failure to perform its obligation to the Client in whole or part as a result of any of the following circumstances
  - a) Strikes, b) Other Industrial Action(s), c) Fire at, or near the Arena, d) Flood at, or near the Arena, e) Civil unrest, dispute or commotion, f) Act of God, g) Legal action against the Arena, not resulting from its negligence, preventing the supply of services, h) War.
- vi. No variation of these conditions will be effective unless in writing or via email and signed on behalf of both the Arena and the Client.
- vii. This agreement shall be subject to the law of the country in which the Arena is situated.
- viii. Management reserve the right to refuse admission to the Arena, or to require a person already admitted to leave the premises without assigning any reason for doing so.

## 11. CARE OF GOODS

Please note that The Arena does not accept responsibility for any goods left unattended at the Arena whether overnight or otherwise. These goods are entirely at the owner's own risk.

## 12. DAMAGE TO THE GLOBE ARENA

The Client will pay for any damages made to the Arena premises, fixtures and fittings and pitch. The Arena shall not be liable for any failure to provide contracted facilities in the event of it being prevented from doing so as a result of fire, storm, flood, disturbance, plot, industrial action or any causes beyond its control. Where customers employ contractors e.g. bands, discos, photographer, production companies, it is the responsibility of the hirer to ensure that the contractors adhere to all statutory requirements. The Arena reserves the right to refuse access to any contractors for whatever reason.

ese Terms & Conditions are applicable to all Contracts of any kind made by the Globe Arena ("the ena") and its clients ("the Client") and apply to all reservations, bookings and agreements for dining, ection room hire and use of all facilities at the Globe Arena.  It is a greement made as of (INSERT DATE):	
This agreement made as of (INSERT D	ATE): by and between the parties identified below.
Client signature & Date	Globe Arena Signature & Date
Client Name (Print)	Globe Arena Name (Print)