

Sodexo Limited

Business Terms and Conditions of Booking Services for an Event

The following terms and conditions apply to and form part of the Contract entered into between Sodexo and a Customer making a booking for Services to be provided at an Event.

<p><b>1 Definitions</b></p> <p>1.1 In these Conditions, unless the context otherwise requires:</p> <p><b>Act</b> means any production company, performers, musicians or other live act or equipment</p> <p><b>Booking</b> means the Customer's booking for the provision of the Services at the Premises as detailed in the Booking Form</p> <p><b>Booking Form</b> means the document confirming the Customer's requirements which is signed when entering into the Contract</p> <p><b>Business Day</b> means a day other than Saturday, Sunday or a public holiday in England</p> <p><b>Business Hours</b> means between 9 am and 5 pm on a Business Day</p> <p><b>Charges</b> means the sums which the Customer has agreed to pay to Sodexo in respect of the Services for the Event</p> <p><b>Conditions</b> means the terms and conditions contained in this document</p> <p><b>Contract</b> means the contract for the supply of Services by Sodexo to the Customer comprising these Conditions, the Booking Form</p> <p><b>Customer</b> means the company or other organisation by or on whose behalf the booking is made</p> <p><b>Deposit</b> has the meaning given to it in clause 7.3(a)</p> <p><b>Event of Force Majeure</b> means, as regards a party, the occurrence of circumstances beyond the reasonable control of that party including (without limitation);</p> <p>(a) industrial action, strikes, lockouts, blockades, riots, acts of war, acts of terrorism, piracy, destruction of essential</p>	<p>equipment by fire, explosion, storm, flood, earthquake;</p> <p>(b) failures of, shortages in or a loss of access to equipment, power, supplies, fuel or transport facilities;</p> <p>(c) failure of a third party to provide required consent, exemption or clearance unless caused by the act or omission of either party;</p> <p>(d) cancellation of the Event by a third party unless caused by the act or omission of either party;</p> <p>(e) failure of a third party to permit reasonable advance access to the Premises or to provide proper and reasonable food preparation amenities unless caused by the act or omission of either party; or</p> <p>(f) failure of a third party to permit access to the Premises unless caused by the act or omission of either party.</p> <p><b>Event</b> means the event, party or other occasion at which the Services are to be provided</p> <p><b>Guest</b> means any person attending the Event</p> <p><b>Premises</b> means the rooms or locations within the venue, stadium or other premises at which the Services are to be provided</p> <p><b>Sodexo</b> means Sodexo Limited</p> <p><b>Services</b> means the supply of food and drink and/or any catering and/or other services agreed between the parties as set out in the Booking Form</p> <p><b>VAT</b> means Value Added Tax or any similar tax in force from time to time</p>	<p>1.2</p> <p>1.3</p> <p>1.4</p> <p>1.5</p> <p>1.6</p> <p><b>2 General</b></p> <p>2.1</p> <p>2.2</p> <p>2.3</p> <p>2.4</p>	<p>The headings in these Conditions are inserted only for convenience and shall not affect their construction.</p> <p>Where appropriate, words importing the male, female or neuter genders shall include the other genders and words denoting a singular number only shall include the plural and vice versa.</p> <p>Any reference to a Condition shall be construed as a reference to one of these Conditions.</p> <p>If there is any inconsistency between the Conditions and the Booking Form, priority shall be given first to the Conditions, then to the Booking Form</p> <p>In these Conditions the words "other", "includes", "including" and "in particular" do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.</p> <p>These Conditions shall apply to the Contract to the exclusion of any other terms and conditions contained or referred to in any quotation, letter or other communication between Sodexo and the Customer and the provisions of these Conditions shall prevail unless expressly varied in writing and signed by a director on Sodexo's behalf.</p> <p>No variation to the Booking Form shall be binding unless expressly agreed to in writing by Sodexo and signed on its behalf.</p> <p>The rights provided in these Conditions are cumulative and shall not be deemed exclusive of any other rights to which either party may be entitled under the Contract or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise.</p> <p>Where the Contract only relates to the provision of food and beverages as part of</p>	<p>a hospitality package at an Event, these Conditions shall apply only in so far as they are relevant to that situation.</p> <p><b>3 Formation of Contract</b></p> <p>3.1 The Contract is formed when Sodexo receives the signed Booking Form and Deposit. No Booking shall be binding on Sodexo until Sodexo issues a confirmation of acceptance. Signature by Sodexo of the Booking Form shall be confirmation of acceptance.</p> <p><b>4 Appointment of Sodexo</b></p> <p>4.1 The Customer appoints Sodexo as the Customer's exclusive provider of the Services at the Event. Accordingly, the Customer agrees that it shall not provide the Services itself, nor shall it appoint or allow anyone other than Sodexo to provide the Services at the Event.</p> <p>4.2 The Customer shall not hinder or delay or otherwise prevent Sodexo's performance of the Services and the Customer shall provide Sodexo with all reasonable assistance and cooperation for Sodexo to perform its obligations under the Contract.</p> <p>4.3 The Customer shall promptly: (a) provide to Sodexo all information which Sodexo may reasonably require to enable it to perform the Services. (b) if the Customer becomes aware that it has supplied incorrect or insufficient information to Sodexo, the Customer shall provide Sodexo forthwith with corrected and/or additional information.</p> <p><b>5 Sodexo's Obligations</b></p> <p>Sodexo shall perform the Services:</p> <p>(a) with all reasonable care and skill;</p> <p>(b) in accordance with good industry practice; and</p> <p>(c) in accordance with all legislation, statutes, regulations and other enactments having</p>
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the force of law from time to time which are applicable to the provision of the Services.

## 6 Customer's Obligations

6.1 The Customer shall:

- (a) pay the Charges promptly as such sums become due to be paid;
- (b) obey all reasonable instructions given by Sodexo staff at the Event and procure that Guests and/or the Act obey all reasonable instructions given by Sodexo staff at the Event;
- (c) pay the cost of clearing up unreasonable debris (including but not limited to party string or vomit) resulting from acts of the Customer, Guests, and/or the Act;
- (d) not, and shall procure that Guests and the Act, damage or deface the Premises in any manner whatsoever nor allow or permit a breach of the law or in any way cause a nuisance or be an infringement of any licence for music and dancing or the sale of alcohol. Failure to comply with this Condition shall constitute a breach of these Conditions and entitle Sodexo to require the offending Guest(s), employee(s) of the Customer or persons employed in the Act to leave the Event;
- (e) not permit Guests to consume any food or drink within the Premises except for that supplied as part of the Services, unless otherwise agreed with Sodexo;
- (f) not introduce or attempt to introduce nor permit the introduction of any signage or other publicity material into the Event or onto the Premises without Sodexo's prior written consent;
- (g) obtain Sodexo's prior written consent before hiring any Act for the Event;

(h) ensure that the Act has public liability insurance (and is able to provide evidence that it holds public liability insurance) to the value of at least £2 million to cover any death of or injury to any person or the loss of or damage to any property resulting from the malfunction of the Act's equipment and from their actions generally; and

(i) ensure that the Act has portable appliance testing undertaken on all of the equipment which it uses at the Premises and is able to provide evidence that such testing has been undertaken.

6.2 Any materials, goods, supplies or other items delivered, held or stored on the Premises on the Customers behalf shall be at the Customers sole risk and Sodexo shall not be liable for any loss or damage howsoever caused to such items.

## 7 Charges and payment

7.1 If the number of Guests that attend the Event is less than the number of Guests specified in the Booking Form then Sodexo will charge either the actual number of Guests attending or the number of Guests on the Booking Form, whichever is the greater.

7.2 If the number of Guests that attend the Event is greater than the number of Guests specified on the Booking Form then Sodexo will charge for the actual number of Guests. Sodexo's prior written approval is required for any number of Guests which is more than the Guests specified on the Booking Form as there may restrictions on the number of Guests that can be accommodated.

7.3 The Charges for the Event will be due and payable in cleared funds (without right of set-off, counterclaim or other deduction) as set out below:

(a) At the time of making the Booking: 25% of the Charges (**Deposit**); and

(b) 90 days prior to the date of the Event: the remainder of the Charges (namely 75% of the Charges).

7.4 The time of payment shall be of the essence in the Contract. If the Customer fails to make a payment of the Charges in accordance with these payment due dates then Sodexo may cancel the Booking and this shall be construed as a Cancellation by the Customer and the provisions of clause 9.3 shall apply.

7.5 If the Booking is made less than 90 days before the date of the Event then all Charges shall be due and payable at the time the Booking is made.

7.6 If the number of Guests is greater than the number in the Booking Form then Sodexo will charge for such additional Guests at the rate agreed in the Booking Form per Guest (**Additional Charges**) and if a payment card has been used then the Customer authorises Sodexo to charge this amount to the payment card used for the Booking.

7.7 Without prejudice to any other rights and remedies that Sodexo may have, if Sodexo does not cancel the Booking in the circumstances set out in Condition 7.4, Sodexo shall be entitled to charge daily interest at the rate of 3% above the HSBC plc base rate until such time as payment is made.

7.8 If the Customer pays any amount by debit or credit card, the card shall be charged at the time such payment is made.

7.9 The Customer authorises Sodexo to charge to its debit or credit card (as appropriate) any charges which the Customer incurs in respect of the Event and which remain unpaid at the conclusion of the Event

7.10 If the Customer pays any amount by credit card, a surcharge of 1.5% shall be incurred in addition to the Charges.

7.11 All Charges include VAT.

7.12 If, within 5 Business Days of the date of receipt of an invoice from Sodexo for any sum due under the Contract, the Customer has not notified Sodexo that it disputes whether amounts contained in such invoice are properly due it shall be deemed to

have accepted that the sums stated as payable are properly due and to have waived all its rights to subsequently dispute whether those sums are due.

## 8 Changes to the Charges

8.1 Sodexo publish price lists on an annual basis. The Charges for the Booking are the Charges set out in the price list that is in effect on the date of the Event not the price list that is in effect on the date the Booking was made.

8.2 Sodexo will make reasonable efforts to provide accurate information on the Charges. In some circumstances, a Booking is made that is outside of the period covered by Sodexo's current price list. If this is the case, then Sodexo will advise the Customer when the price list that covers the Event becomes available.

## 9 Cancellation by the Customer

9.1 Any cancellation of a Booking must be by notice in writing and any refund (if any) of Charges and/or Deposit (if any) by Sodexo shall be in accordance with this clause 9.

9.2 The Customer may cancel its Booking within 5 Business Days of the date on which it sent the Booking Form to Sodexo. Sodexo will refund any Deposit and/or Charges that have been paid. If the Booking is made less than 90 days before the date of the Event then this clause will not apply and Sodexo will refund the Charges as set out in clause 9.3 below.

9.3 Without prejudice to any other rights and remedies Sodexo may have, if the Customer cancels the Booking then Sodexo will refund the Charges as set out below:

(a) (subject to clause 9.2) if the Customer cancels more than 91 days (inclusive) before the Event then Sodexo will retain the Deposit and refund any other Charges paid; or

(b) if the Customer cancels less than 90 days (inclusive) before the Event then Sodexo will retain (or the Customer will be

liable to pay Sodexo) all of the Charges.

## 10 Cancellation by Sodexo

10.1 Sodexo is entitled to cancel the Booking at any time more than 91 days (inclusive) prior to the Event. Sodexo shall notify the Customer in writing as soon as is reasonably practicable of such cancellation. In the event of such cancellation by Sodexo, Sodexo shall: (a) use its reasonable endeavours to offer an alternative date and/or venue; or, (b) refund in full all sums paid by the Customer, including any Deposit, (at the Customer's discretion).

10.2 Sodexo may cancel a Booking forthwith by notice in writing, without prejudice to any other rights or remedies Sodexo may have, if the Customer becomes bankrupt or insolvent or enters into liquidation or receivership or is subject to an application for an administration order or suffers an administrative receiver to be appointed in relation to the whole or part of its assets or makes a composition with its creditors or suffers any judgment to be executed in relation to any of its property or assets.

10.3 **Sporting venues:** A sporting venue is made available to Sodexo on dates when there is not a sporting fixture. The relevant sports club advises Sodexo of scheduled fixtures but the sports club may require the sporting venue for non-scheduled short notice sporting fixtures. If a short notice sporting fixture occurs on the date of the Event then Sodexo will not be able to provide the Services and may cancel the Booking. If Sodexo cancels the Booking because of a short notice sporting fixture then Sodexo will (at Sodexo's discretion): (a) offer a reasonable alternative date and/or venue; or (b) reimburse any sums paid in respect of the Booking.

10.4 **Race meetings:** If the Booking is made in conjunction with a race meeting then if the race meeting is cancelled, Sodexo may cancel the Booking. If Sodexo cancels the Booking because of a race meeting cancellation then Sodexo will (at Sodexo's discretion): (a) offer a reasonable alternative date; and/or venue; or (b) will reimburse any sums paid in respect of the Booking. Please note if the race meeting

cancellation occurs after Sodexo has started to provide the Services at the Event then the provisions of this clause 9.2 shall not apply.

## 11 Inability to Provide an Aspect of the Services

11.1 If, for any reason Sodexo is unable to supply a part of the Services specified on the Booking Form Sodexo shall notify the Customer as soon as possible. Where reasonably practicable, Sodexo shall replace the particular part of the Services with one of at least equal standard and value at no additional cost to the Customer. Sodexo shall agree the details of the replacement Service with the Customer. If it is not reasonably practicable for Sodexo to replace the part of the Service then Sodexo shall refund in full all sums paid by the Customer that relate to that part of the Services.

## 12 Variations

12.1 If the Customer wishes to change the Services detailed on the Booking Form after the date that the Booking is made, then the Customer must notify Sodexo in writing as soon as possible. Sodexo will notify the Customer if Sodexo is able to accommodate these changes and/or give rise to additional costs. Any changes to a Booking must be confirmed by Sodexo in writing. The Customer will have to pay for any additional costs resulting from the changes to the Booking.

12.2 Sodexo reserves the right not to vary the Contract.

## 13 Liability

13.1 Nothing in this Agreement shall be interpreted or construed as excluding or limiting the liability of either party for any matter in respect of which it would be illegal or unlawful to do so, including death or personal injury caused by such party's negligence or fraudulent misrepresentation.

13.2 Subject to clause 13.1, the total aggregate liability of Sodexo under or in connection with the Contract (whether in contract, for negligence, breach of statutory duty or otherwise) for any loss or damage of whatsoever nature and howsoever caused

shall be limited to and in no circumstances shall exceed the Charges.

13.3 Subject to clause 13.1, Sodexo shall not be liable to the Customer in contract, tort (including negligence and breach of statutory duty) or otherwise howsoever arising in connection with this Contract for:

- (a) economic loss of any kind whatsoever;
- (b) loss of profit, business contracts, revenues or anticipated savings or damage to the Customer's reputation or goodwill or special loss;
- (c) indirect or consequential loss or damage; or
- (d) to the extent that any loss is caused wholly or partly by breach of any Condition by the Customer including any breach caused by a third party.

13.4 In respect of any event that gives rise to a claim under this Contract or otherwise howsoever arising, the Customer agrees to notify Sodexo within 14 Business Days of the event giving rise to the claim and Sodexo shall not otherwise be liable.

13.5 The Customer agrees that before bringing a claim for the same against Sodexo, the Customer shall use its best endeavours to recover losses, claims, demands or expenses incurred by it from its insurers instead of Sodexo and to the extent that it is successful in recovering such sums from its insurers Sodexo shall not be liable to the Customer.

## 14 Indemnity

14.1 The Customer shall indemnify and keep indemnified Sodexo for all loss of or damage to property at the Premises and Sodexo's expenses, costs and claims in respect of the same suffered or incurred by Sodexo (in whole or in part) during or as a result of the Event arising from or caused by (whether directly or indirectly) the acts or omissions of the Customer, any Guest or Act.

## 15 Force Majeure

15.1 Neither party shall be in breach of this Contract, nor liable for any failure or delay

to perform any of its obligations (save in respect any payment obligation) in relation to a Booking due to an Event of Force Majeure the party concerned shall not incur any liability to the other except as specified in Condition 16.2.

## 16 Assignment and Subcontracting

16.1 Neither party shall be entitled to assign or transfer the Contract, whether in whole or in part, without the prior written consent of the other.

16.2 Notwithstanding Condition 16.1, Sodexo shall be entitled to sub-contract the Services in whole or in part provided that:

- (a) it remains wholly responsible for the acts or omissions of its sub-contractors as if they were Sodexo's own acts or omissions; and
- (b) prior to appointing any sub-contractor Sodexo shall use reasonable endeavours to verify that the sub-contractor will be able to provide the Services.

## 17 Entire Agreement

17.1 Each of the parties acknowledges that it is not entering into the Contract in reliance upon any representation, warranty, collateral contract or other assurance (except those set out in these Conditions and the documents referred to in it) made by or on behalf of any other party before the execution of the Contract. Each of the parties waives all rights and remedies which, but for this Condition 17, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance, provided that nothing in this Condition 17.1 shall limit or exclude any liability for fraud.

17.2 Any conditions or warranties (whether express or implied by statute or common law or arising from conduct or a previous course of dealing or trade custom or usage or otherwise howsoever) as to the care and skill with which Sodexo shall provide the Services are expressly negated by these Conditions to the fullest extent permitted by law.

17.3 No variation of the Contract shall be effective unless in writing and executed by or on behalf of each of the parties.

18	<b>Waiver</b>		the third Business Day after posting.
	Delay in exercising, or a failure to exercise, any right or remedy in connection with the Contract shall not operate as a waiver of that right or remedy. A single or partial exercise of any right or remedy shall not preclude any other or further exercise of that right or remedy, or the exercise of any other right or remedy. A waiver of a breach of the Contract shall not constitute a waiver of any subsequent breach.	21.4	In proving service of a notice, it shall be sufficient to prove that delivery was made or that the envelope containing the notice was properly addressed and posted.
		21.5	E-mail notice shall not be valid for the purposes of these Conditions.
		<b>22</b>	<b>Relationship between Parties</b>
			Nothing in these Conditions shall constitute or be deemed to constitute a partnership or other form of joint venture between the parties or constitute or be deemed to constitute either party the agent or employee of the other for any purpose whatsoever.
		<b>23</b>	<b>Third Party Rights</b>
			No person who is not a party to the Contract is entitled to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
		<b>24</b>	<b>Severability</b>
			The parties intend each of these Conditions to be severable and distinct from the others. If a Condition is held to be illegal, invalid or unenforceable, in whole or in part, the parties intend that the legality, validity and enforceability of the remainder of these Conditions shall not be affected.
		<b>25</b>	<b>Governing Law and Jurisdiction</b>
			The Contract and these Conditions are governed by, and shall be interpreted in accordance with, English law and each party irrevocably submits to the exclusive jurisdiction of the English Courts in relation to all matters arising out of or in connection with the Contract.
19	<b>Intellectual Property</b>		
	All content in or on Sodexo's website and brochures (including pictures, designs, logos and text) ( <b>Content</b> ) is owned by or licensed to Sodexo. The Content is protected by copyright and other laws and the Customer shall not use nor procure the use of such content other than as permitted by Sodexo in writing.		
20	<b>Personal Data</b>		
20.1	Any personal data received pursuant to this Contract is processed in accordance with Sodexos' privacy policy. To review the <u><a href="http://uk.sodexo.com/uken/privacy-policy.asp">http://uk.sodexo.com/uken/privacy-policy.asp</a></u>		
21	<b>Notices</b>		
21.1	All notices including any request for variation of the Services by the Customer, should be made in writing and sent by post or fax to the address of the other party shown on the Event Agreement.		
21.2	Any notice sent by fax shall only be valid when the sender has received a receipt confirming a satisfactory fax transmission.		
21.3	A notice shall be deemed to have been received:		
	(a) if delivered by hand within Business Hours when so delivered or, if delivered by hand outside Business Hours, at the start of the next Business Day;		
	(b) if sent by first class recorded delivery post on a Business Day, at 9.00 am on the second Business Day after posting; or, if the notice was not posted on a Business Day, at 9.00 am on		