

Sodexo Limited

Consumer terms (Terms)

The Terms below are applicable to your Booking for an Event if you are a consumer. (A "consumer " means that you are buying the Services for your own use and accordingly do not intend to resell the Services). We have defined certain words in these Terms and these "defined terms" are set out at section 17. A defined term is identified by it starting with a capital letter. You should check section 17 to make sure that you understand fully. References to "you" and "your" are references to the Customer, and references to "we", "us" and "our" are references to Sodexo Limited.

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| <p>1 Our Contract</p> <p>1.1 The contract between you (Customer) and Sodexo Limited (Sodexo) is made up of the Booking Form and the Terms (Contract).</p> <p>1.2 The Contract is formed when Sodexo receives your signed Booking Form and Deposit. No Booking shall be binding on Sodexo until we issue you with confirmation of acceptance. Signature by Sodexo of the Booking Form shall be confirmation of acceptance.</p> <p>1.3 We shall use reasonable care and skill in supplying you with the Services detailed in the Booking Form.</p> | <p>2.3 If the number of Guests attending the Event is greater than the number of Guests specified on the Booking Form then we will charge you for the actual number of Guests. You must get Sodexo's prior written approval for any number of Guests which is more than the Guests specified in the Booking Form as there may restrictions on the number of Guests that can be accommodated.</p> | <p>is unable to provide proof of such insurance;</p> <p>(b) portable appliance testing undertaken on all of the equipment which it uses at the Premises. We may refuse permission if an Act is unable to provide proof of such testing.</p> | <p>condition in time for any further events or uses of the Premises that may be scheduled. You authorise us to charge this amount to any payment card used for the Booking or to otherwise invoice you.</p> |
| <p>2 Booking</p> <p>2.1 When you make a Booking, we will send you the Booking Form on which you will specify the number of Guests attending the Event.</p> <p>2.2 If the number of Guests that attend the Event is less than the number of Guests specified on the Booking Form then we will charge you for the number of Guests specified on the Booking Form.</p> | <p>3 Acts and entertainment</p> <p>3.1 If you intend to have an Act at the Event, you must obtain Sodexo's written permission prior to the Event, such permission shall not to be refused without good reason. We strongly advise you to obtain this permission before you hire any Act for the Event.</p> <p>3.2 We require that any Act has :</p> <p>(a) 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. We may refuse permission if an Act</p> | <p>4 Damage and behaviour</p> <p>4.1 You shall not, and shall not permit any of its Guests or the Act, to damage or deface the Premises in any manner whatsoever nor allow or permit a breach of the law. <u>You shall compensate us in full for any loss, claim, expense or damage to the Premises or any fixtures, fittings or other property where such loss, claim, expense or damage was caused by an intentional, reckless or negligent act of you, or any Guest or the Act.</u></p> <p>4.2 If there is any damage or an unreasonable amount of debris (including, without limitation, party string or vomit or smoking related debris) at the Premises whether caused by you, any Guest and/or the Act, you authorise us to charge you our reasonable cleaning expenses to return the Premises to a pre-event</p> | <p>4.3 You agree that Sodexo may do all things reasonably necessary at a Event to ensure that neither you, the Guests nor the Act, act or omit to act, in any way that may constitute 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. Accordingly, you agree, and shall procure that the Guests and/or the Act shall, obey all reasonable instructions given by Sodexo staff at the Event and if in Sodexo's reasonable opinion it is necessary then, Sodexo may require you, any Guest(s) and/or the Act to leave the Event.</p> <p>4.4 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.</p> |
| | | | <p>5 Restrictions</p> <p>5.1 Neither you, any Guest nor the Act shall:</p> |

(a) consume any food or drink within the Premises except for that supplied as part of the Services; or	then all Charges shall be due and payable when you make the Booking.	7.2 Sodexo will make reasonable efforts to provide you with accurate information on the Charges. In some circumstances, a Booking is made that is outside of the period covered by the current price list. If this is the case, then we will advise you when the price list that covers your Event becomes available.	refund you any other Charges that you have paid; or
(b) introduce or attempt to introduce any signage or other publicity material into the Event or onto the Premises,	6.3 If the number of Guests is greater than the number in the Booking Form then you authorise us to charge you 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 you authorise us to charge this amount to the payment card used for the Booking.	(b) if you cancel less than 90 days (inclusive) before the Event then we will retain (or you will be liable to pay Sodexo) all of the Charges.	
without Sodexo's prior written approval which shall not be unreasonably withheld.		8 Cancellation by you	9 Cancellation by Sodexo
6 Payments	6.4 If you pay any amount by debit or credit card, the card will be charged at the time such payment is made and in respect of credit card then a surcharge of 1.5% will be charged in addition to the Charges and/or Additional Charges.	8.1 If you have an emergency and wish to change the date of your Booking then please contact Sodexo as soon as practicable. We will use our reasonable endeavours to assist you and to reschedule the Event.	9.1 Sodexo may cancel the Booking in the following circumstances:
6.1 The Charges for the Event will be due and payable (in cleared funds) as set out below:		8.2 You may cancel your Booking within 5 Business Days of date on which you sent your Booking Form and Deposit to us and we will refund any Deposit and/or Charges that you have paid. You must notify us in writing if you want to cancel your Booking. If the Booking is made less than 90 days before the date of the Event then this clause will not apply and we will refund the Charges as set out in clause 8.3 below.	(a) <u>Sporting venues:</u> A sporting venue is made available to us on dates when there is not a sporting fixture. The relevant sports club advises us of scheduled fixtures but the sports club may require the sporting venue for non-scheduled short notice sporting fixtures. <u>If a short notice sporting fixture occurs on the date of the Event then we will not be able to provide the Services and may cancel the Booking.</u> If we cancel your Booking because of a short notice sporting fixture then we will offer you a reasonable alternative date and/or venue or we will reimburse you any sums you have paid in respect of the Booking (at Sodexo's discretion);
(a) the time of making the Booking: 25% of the Charges (Deposit); and	6.5 If you are late in making a payment then Sodexo may charge interest on any late payments at the rate of 3% above the HSBC plc base rate until such time as payment is made. This right does not affect any other rights or remedies that Sodexo may have under the terms of the Contract or otherwise.		
(b) 90 days prior to the date of the Event: the remainder of the Charges (namely 75% of the Charges).		8.3 If you decide that you wish to cancel the Booking then you must notify us in writing and we will refund the Charges as set out below:	
<u>If you fail to make a payment of the Charges in accordance with these payment due dates then Sodexo may cancel your Booking and this shall be construed as a Cancellation by you and the provisions of clause 8.3 shall apply.</u>	7 Changes to the Charges	(a) (subject to clause 8.2) if you cancel more than 91 days (inclusive) before the Event then Sodexo will retain the Deposit and	
6.2 If the Booking is made less than 90 days before the date of the Event	7.1 Sodexo publishes price lists for Services on an annual basis. The Charges for your Booking are the Charges set out in the price list that is on effect on the date of the Event not the price list that is in effect on the date you made the Booking.		

- (b) **Race meetings:** If your Booking is made in conjunction with a race meeting then if the race meeting is cancelled, Sodexo may cancel the Booking. If we cancel your Booking because of a race meeting cancellation then we will offer you a reasonable alternative date and/or venue or we will reimburse you any sums you have paid in respect of the Booking (at Sodexo's discretion). 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 9.1(b) shall not apply.
- (c) Sodexo may cancel your Booking at any time more than 91 days (inclusive) before the date of the Event. If Sodexo cancels your Booking under this clause 9.1(c) then Sodexo will notify you in writing as soon as practicable and will use its reasonable endeavours to offer you an alternative date and/or venue or will refund your Deposit (and any other Charges paid) at your discretion.
- (d) Sodexo shall not be in breach of these terms, nor

liable for any failure to perform any of our obligations in relation to your Booking due to any adverse event, act, omission or accident which happens which is beyond our reasonable control including, but not limited to, failure of cooking facilities to work at the Premises (except by way of Sodexo's default), Sodexo is denied access to the Premises (except by way of Sodexo's default) flood, earthquake, extreme adverse weather conditions, natural disasters, other acts of God, acts of terrorism, interruption or fire (except by way of our default) or failure of (except by way of our default) electric power, gas, water, or other utility service, plant machinery, computers, vehicles or any collapse of building structures.

10 Inability to provide an aspect of the Services

10.1 If Sodexo is unable to supply a particular Service specified on the Booking Form, Sodexo shall notify you as soon as possible. Where reasonably practicable, Sodexo shall replace the particular Service with a Service of at least equal standard and value at no additional cost to you. Sodexo shall agree the details of the replacement Service with you. If it is

not reasonably practicable for Sodexo to replace the Service then:

- (a) if the particular Service is material to the Event then you may cancel the Booking and Sodexo shall refund in full all sums paid by you; or
- (b) if the particular service is not material to the event then Sodexo shall refund you an apportioned amount of the Charges for that particular Service.

11 Changes to your Booking

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

12 Exclusions

12.1 Our total liability for any loss shall not exceed twice the total sum we charge you for the Booking. We shall not be liable for any losses that were not caused by any breach of contract or statutory duty or negligence on the part of Sodexo and we shall not be liable for any losses that were not

reasonably foreseeable to both parties when the Contract was formed.

12.2 Sodexo will not be liable under this contract or otherwise for any loss or damage caused by Sodexo or its employees or its agents in circumstances where:

- (a) there is no breach of a legal duty of care owed to you by Sodexo or any of its employees or agents;
- (b) such loss or damage is not a reasonably foreseeable result of any such breach; and
- (c) any increase in loss or damage resulting from breach by you of any term of this Contract.

12.3 Nothing in these terms shall exclude or limit Sodexo's liability for fraud or death or personal injury caused by our negligence or any other matter which it would be illegal for us to (or attempt to) exclude or limit.

13 Transferring your Booking

13.1 If you want to transfer your Booking to another person then please notify us in writing as soon as possible, you shall be entitled to transfer the Booking (and this Contract) subject to our consent. We will not refuse our consent without good reason.

<p>14 Your personal data</p> <p>14.1 We will only use your personal data as set out in our privacy policy. You can review our privacy policy at http://uk.sodexo.com/uk/en/privacy-policy.asp</p> <p>15 Statutory Rights</p> <p>15.1 We have tried to ensure that any rights that you as a consumer have that are implied by law into a contract of this type (statutory rights) are not excluded or limited in anyway. If any of these terms conflict with a statutory right or the law changes and your statutory rights change, then the statutory rights will prevail over these terms. For more information on your statutory rights see www.consumerdirect.gov.uk</p> <p>16 General</p> <p>16.1 We reserve the right to change these terms from time to time. The terms applicable to your Booking are those in force on the date of Booking (or amendment, as applicable).</p> <p>16.2 You must not rely on promises, written or verbally made, by anyone other than Sodexo or its authorised representatives.</p> <p>16.3 Sodexo may assign its obligations and rights under this Contract to another company provided that such company is deemed by Sodexo (acting reasonably) to be capable of</p>	<p>providing the Services to at least the same standard as Sodexo.</p> <p>16.4 The failure by either Sodexo or you to exercise any of the rights that it has in these terms, or there is a delay in such rights being exercised, shall not be interpreted as a waiver of those rights, or affect the party's ability to enforce those rights at a later date.</p> <p>16.5 All content in or on Sodexo's website and brochures (including pictures, designs, logos and text) (Content) is owned by or licensed to Sodexo. The Content is protected by copyright and other laws and because of this, the Content cannot be used or copied by anyone other than Sodexo.</p> <p>16.6 We will send any notices to you to the address given in the Booking Form unless notified by you to do otherwise. You should send any notices to Sodexo to our address as set out in the Booking Form. If notice is given by fax then it shall only be valid when the sender has received a receipt confirming a satisfactory fax transmission</p> <p>16.7 A party which is not a party to our Contract shall have no right to enforce any term under the Contracts (Rights of Third Parties) Act 1999.</p> <p>16.8 If any of these terms and conditions shall be found by a Court or other competent authority to be invalid, ineffective or unenforceable, the rest of the terms and conditions shall continue to be valid and enforceable.</p>	<p>16.9 The Contract and these terms and conditions are governed by English law.</p> <p>17 Definitions</p> <p>In these terms and conditions, unless the context otherwise requires:</p> <p>Act means any production company, performers, musicians or other live act or equipment</p> <p>Booking means your booking for the provision of the Services at the Premises as detailed in the Booking Form</p> <p>Booking Form means the document confirming the Customer's requirements which is signed when entering into the Contract</p> <p>Business Day means a day other than Saturday, Sunday or a public holiday in England</p> <p>Charges means the amount set out in the Booking Form for the provision of the Services for the Event subject to Sodexo's ability to change the Charges as set out in clause 7</p> <p>Deposit has the meaning given to it in clause 6.1a</p> <p>Event means the event, party or other occasion at which the Services are to be provided</p> <p>Guest means any person attending the Event</p>	<p>Premises means the rooms or locations within the venue, stadium or other premises at which the Services are to be provided.</p> <p>Services means the supply of food and drink and any catering and other services agreed between the parties in the Booking Form.</p>
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