

## Terms and Conditions

Letheby & Christopher (part of Compass Group UK & Ireland), Caterer to Sheffield United Football Club

Please note that our Terms of Trade at Sheffield United Football Club, to which all quotations, estimates and agreements are subject, are as follows:-

1. Prices quoted are excluding vat (unless otherwise stated). If the quote includes vat, this will be at the rate applicable at the date of the event
2. All bookings are confirmed on receipt of a booking deposit of 50% or £500 (whichever is greater) of the estimated booking value. (This must be payable within 4 weeks prior to the event). This will not be refundable in the event of a cancellation of a booking by the customer in accordance with point 5.
3. Full payment is required 14 days prior to the event taking place
4. All cancellations by the client be advised, in the first instance, verbally, followed within a period of 24 hours by confirmation in writing by fax or registered post.
5. In the unfortunate circumstance that you have to cancel your confirmed booking at any time prior to the date of your event, your booking will be subject to the following cancellation charges:

Cancellations will only be accepted when received in writing at Letheby and Christopher at Sheffield United Football Club, addressed to the sales and events co coordinator. Where a customer cancels the provision of the services, the customer shall pay to Letheby and Christopher the following charges:

1. Between 18 and 12 weeks notice of cancellation – 10% of the booking value
  2. Between 12 and 6 weeks notice of the cancellation – 50% of the booking value
  3. Between 6 and 4 weeks notice of the cancellation – 75% of the booking value
  4. Less than 4 weeks notice of cancellation – 100% of the booking value
6. In addition, the customer will be required to compensate Letheby and Christopher at Sheffield United Football Club, for any expenses incurred resulting from the cancellation or postponement of the event
7. Letheby & Christopher reserve the right to cancel any booking at any time, giving such notice as is practical. In the event of SUFC re-scheduling a home fixture to be played at the Bramall Lane stadium, on the day of your function, the fixture will take precedence. The Company reserves the right to cancel a booking at any time if the customer breaches any of its obligations under these terms and conditions or is threatened with or becomes the subject of insolvency proceedings, including but not limited to a voluntary arrangement, a bankruptcy petition, an administration order or the appointment of an administrative receiver.
8. Any postponements of bookings by customers will be treated as a cancellation, unless a new date for the event can be agreed by mutual consent.  
Postponements will only be considered if notified more than 10 days prior to the event.
9. The contract to provide the arrangements, or facilities, shall be created by our acceptance of your booking, which will be as from the date on which the deposit is paid. The parties making the contract are Letheby & Christopher, on the one hand and all clients represented by the person confirming the booking, on the other .
10. Letheby & Christopher in making arrangements on behalf of its customer, may contract with third parties for provision of some of the necessary facilities. In doing so it is expressly agreed that Letheby & Christopher acts only as agent of the customer and that no liability of any kind, howsoever caused, shall attach to Letheby & Christopher in connection with, or arising out of such arrangements. The contract between Letheby & Christopher and the customer shall be subject to any terms and conditions of contracts with third parties. Where Letheby & Christopher deals with third parties on the client's behalf, a charge will be made in order to reflect the cost of those services and will be discussed with the client at the time. Letheby & Christopher will not enter into arrangements with third parties without the customer's consent.
11. Changes to Arrangements by Letheby & Christopher: Every reasonable effort will be made by Letheby & Christopher to adhere to confirmed arrangements, but reserves the right at its sole discretion to alter, omit or change arrangements should it be found necessary to do so and shall have no liability whatsoever to the client for such changes, save a refund of any monies not expended.
12. Changes to Arrangements by The Client: Every effort will be made by Letheby & Christopher to accommodate any changes or alterations requested. Extras will be charged as such. Reduction in the number of a party will be

treated as a Client cancellation, but only in respect of the number of reduced places.

13. **Prices:** All prices and arrangements are initially as quoted in Letheby & Christopher's booking form and are subject to VAT. Letheby & Christopher reserves the right to alter published or confirmed prices at any time prior to the event should increased costs be incurred. There will be an additional charge of 3% where the customer pays by a credit card.

14. **Consumables:** No Food, Drink, Wines, or Spirits, may be brought onto the premises by customer guests, for consumption on the premises, unless prior consent of Letheby & Christopher has been obtained and for which a charge will be made. This includes raffle prizes. Minimum bar spend applies to events and if your event requires a cash bar an advance payment will be requested.

15. **Liability:** Letheby & Christopher shall not, in any circumstances, be liable for any consequential or indirect loss that may be incurred by the customer or their guests, associates, agents, or any third party. Any liability attaching to Letheby & Christopher shall not exceed 10% of the total price paid by the customer. The customer will remain responsible and cover any costs incurred for damage, injury, or loss, howsoever caused by the customer to the employees of Letheby & Christopher, or the property, furnishings, utensils and equipment of Letheby & Christopher and Sheffield United Football Club. All clients running, or organising an event at the Bramall Lane stadium are responsible for and must ensure full compliance with Letheby & Christopher's Health & Safety policy, a copy of which is available on request. Letheby & Christopher does not accept any liability for the property of customers, or their guests. Cloakrooms and coat rails are provided for the convenience of the customers and guests, but any goods deposited in these areas are left at the owner's risk. Letheby & Christopher and Sheffield United Football Club do not accept any responsibility for the vehicles of customers, or their guests, that are left in car parks. Cars are left at the owners' risk. Letheby & Christopher and Sheffield United Football Club will assist customers, where reasonably possible, with the storage of equipment, but do not accept liability for loss, or damage to any item of equipment, furniture, stock, or the like, stored by them, howsoever caused. Letheby & Christopher will not be liable for any economic loss of any kind whatsoever, or for any matter that is beyond its control. Except as expressly stated in these conditions, all other conditions, warranties, or other undertakings in respect of the services provided by Letheby & Christopher are excluded so far as is permitted by law. Nothing in these conditions shall exclude or limit liability for death or personal injury caused by the Letheby & Christopher's negligence.

16. **Insurance:** The client shall take out before the Event and maintain during the Hire Period insurance in respect of its liabilities under these terms and conditions with an insurer approved by Letheby & Christopher and for an amount of cover not less than two million pounds sterling.

17. **Acceptance:** The making of a booking with us, however confirmed, shall be deemed as acceptance by the customer of the above terms and conditions. This contract shall be governed by English Law and shall be subject to the sole jurisdiction of the English Courts.

18. **Finishing Times:** Finishing times for your event must be agreed at the time when the booking is made. All times must be adhered to and customer are asked to abide by the drinking up regulations that state all beverages must be finished within 20 minutes of the bar closing.

19. **Licenses:** If the customer's function requires any special licenses or consents, the customer will obtain such license or consent at its own expense and produce evidence of it to Letheby & Christopher on demand.

20. **Severance:** If any of these terms is found to be invalid or unenforceable but would be valid and enforceable if some part of it were deleted, it shall apply with such modification as would be necessary to make it valid. The invalidity of one term will not affect the others, which will remain in full force and effect.

21. **Force Majeure:** If Letheby & Christopher is prevented from performing any of its obligations by a Force Majeure Event, then its obligations will be suspended while the Force Majeure Event continues. If the Force Majeure Event continues for more than three months starting on the day the Force Majeure Event begins, either the customer or Letheby & Christopher may cancel their arrangements by giving not less than 14 days' notice in writing. 'Force Majeure Event' means an event beyond the reasonable control of Letheby & Christopher including, but not limited to, strike, lock-out, labour dispute, act of God, war, riot, civil commotion, malicious damage, compliance with a law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, snow and storm, and other circumstances affecting the supply of services.

22. **General:** The customer will not use the name Letheby & Christopher name in any advertising or publicity of an event without prior written approval of Letheby & Christopher. The customer may not assign, transfer or sub-contract its rights and/or obligations under these terms and conditions without prior written consent from Letheby & Christopher.

23. **Admission:** Letheby and Christopher at Sheffield United Football Club, reserves the right to refuse admission to or remove from the stadium any person who acts in a disorderly manner or any person (or item) which

otherwise breaches the provisions of these conditions.

24. **Security:** Security personnel will be provided by Letheby and Christopher at Sheffield United Football Club, the number of which will depend on the expected numbers of guests/type of event and will be charged to the customer.

**Signed on behalf of Letheby & Christopher:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signed on Behalf of "Customer Name":** \_\_\_\_\_ **Date:** \_\_\_\_\_