



# Sandy Park

## 1. Introduction

1.1. In these terms of business, which apply to any "Booking" of an "Event" (of any description), the expression:

'Venue' means the Sandy Park Conference Venue operated by Exeter Rugby Club Limited - registration number 03320422

"Client" means the person, firm or company Booking the facilities and services provided at the Venue for Events

'Manager' means the Manager of the Venue at the time of the Event.

## 2. Booking Confirmation

2.1. Booking of an Event is a commitment by the Client to use any services and facilities of the Venue whether made by telephone, at a meeting, email, fax or post and the Venue subsequently issues a written Booking confirmation ('the Contract') to the Client which is subject to the normal contractual terms and conditions of trade of the Venue.

2.2. Provisional Bookings can be made and held for 14 days. If a signed Contract and Initial Payment is not received after 14-days, the provisional booking will be automatically released without further notification to the Client.

2.3. A signed Contract of the proposed Booking or planning of the Event with the Venue by the Client will be taken as acceptance of these terms of business.

2.4. The Venue may require documentary evidence of appropriate insurances as determined solely by the Venue from time to time. The Event may not proceed until the Client has provided such evidence to the Venue within 7-days of the request and no later than 7-days before the commencement of the Event. The Event may not proceed until the Client has provided this documentation.

## 3. Availability

3.1. All rooms, facilities and rates offered by the Venue are subject to availability at the time of Booking acceptance.

3.2. Unless otherwise agreed at the time of Booking, the Client does not have right to sole and exclusive use of the Venue and other events or activities may concurrently take place when the Client is using the Venue.

3.3. The Client must, at all times, comply fully and promptly with the directions of the Manager concerning parking at the Venue of vehicles of all types.

## 4. Numbers

4.1. Provisional minimum numbers will be required from the Client at the time of Booking and the Venue's minimum charge for the facilities booked will be based on those numbers.

4.2. At least 30 days prior to arrival, the Client will provide the Venue with up to date guest numbers. An invoice will be issued based on this number.

4.3. At least 14 days prior to arrival, the Client will provide the Venue with final guest numbers. The final charge to the Client will be calculated using this number or the actual number attending, whichever is the greater, provided that the minimum charge is exceeded.

4.4. If any reduction is made by the Client to the final numbers less than 14 days prior to arrival, the Venue may charge the Client 50% of the per head charge for each guest not attending. If less than 7 days' notice is given, each non-attending guest will be charged to the Client at the full price per head.

4.5. In the event of a reduction in the numbers booked, the Venue reserves the right at any time up to 14 days prior to arrival to reallocate the booking to suitable alternative facilities within the Venue.

## 5. Prices, Initial Payments & Payment Terms

5.1. All prices quoted are subject to VAT at the current rate.

5.2. Prices quoted may be subject to variation up to 12 weeks prior to arrival where such variations are due to third party factors beyond the control of the Venue. After which, except for variations due to Client requirements, the Venue may only vary changes due to VAT.

5.3. Prices quoted/stated in conference packages do not include syndicate rooms, storage rooms, three-phase electricity or pre-conference/ exhibition setting up. All such prices will be separately quoted.

5.4. Prices quoted at the initial enquiry reflect the total value of the contract. If a Client subsequently seeks to reduce the value of the Contract, then the Venue reserve the right to increase unit component charges within the overall Contract which the Client agrees to pay.

5.5. The Venue reserves the right to charge additional supplementary chargeable fees (which the Client undertakes to pay) including but not limited to the following services:

- Information technology and related connectivity and/or WiFi costs
- Clearing of rubbish
- Labour to assist the Client
- Security
- Policing
- Out of hours access

Such additional services are only available on a best endeavours basis.

### 5.6. Payments Terms

Within 14-days of the Booking	25% non-refundable Initial Payment
30-days prior to the Event date	The outstanding balance

5.7. A non-refundable Initial Payment of at least 25% of the total perceived Booking value is required upon signature of the event Contract. If a signed Contract and Initial Payment is not received within 14 days, the provisional Booking will be automatically released. The remaining balance will be required in full 6 weeks prior to the event.

5.8. For all Bookings confirmed 6 weeks or less prior to the Event date are to be paid in full upon signature of the Event Contract.

5.9. Any additional chargeable items requested on the Event day will be invoiced in full following the Event and Client Payment will be made within 14 days.

5.10. All amounts invoiced must be settled within 14 days of Event departure. Failure to do so will result in interest charges being applied at a rate of 2% per month which the Client agrees to pay.

5.11. All questions relating to the final invoice should be addressed in writing to the Venue Manager within 14 days of the event departure date.

5.12. If the Client cancels, any Initial Payment will be set against cancellation charges due for payment by the Client.



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## 6. Event Tickets

- 6.1. An event ticket must be held in order to gain access to the venue.
- 6.2. Tickets purchased online must be printed prior to arrival at the venue. Please ensure that your ticket is printed with the barcode clearly visible.
- 6.3. Should an event be postponed, cancelled, or abandoned, any purchased event ticket will be valid for any rearranged date. No refunds will be given.
- 6.4. Event tickets cannot be sold for more than its face value and is valid only if presented complete.
- 6.5. All event tickets are subject to availability.
- 6.6. All event tickets are non-refundable and non-amendable.

## 7. Banqueting & Food

- 7.1. No food or drink is to be bought to the Venue or its grounds nor is food and drink to be removed from the Venue because of licencing and health considerations. Food is not prepared for the purpose of being taken away from the Venue and the Venue accepts no liability for consequences in the event of a removal. This includes the Client, or its guests or representatives or sub-contractors.
- 7.2. The Venue will not be held responsible for the quality of food if not served at the scheduled time as agreed in the final arrangements or due to late arrival of guests.
- 7.3. If special dietary requirements (defined as being any change from the menu agreed at the outset) are received less than 7-days before the Event, then such requests will only be provided on a best endeavours basis and subject to a 50% increase in price per person in the request.
- 7.4. Any wine or drinks pre-ordered by guests will be left on their table on arrival. Pre-ordered drinks are non-refundable.

## 8. Cancellation by the Client

- 8.1. Cancellations or postponements by the Client must be in writing and will result in the charges below becoming due. In each case, the percentage charge is based on the advance notice of cancellation or postponement given and applies to the estimated total cost of the Booking. (see 11.1 below as the Client can insure against cancellations etc.)

12 - 9 weeks	25%
8 - 5 weeks	50%
4 weeks - 15 days	80%
14 days and under	100%

- 8.2. The Venue will not accept lack of support for an Event as a valid reason for cancellation, nor will consideration to waive cancellation fees be based on a Booking being rescheduled.
- 8.3. The Venue will try to re-let the allocated rooms and a reduction of the cancellation charge may be made if the Venue is successful.
- 8.4. The Client also agrees to reimburse the Venue for any costs incurred by it arising from the consequential cancellation of the Venue's arrangements with third parties.

## 9. Changes and Cancellation by the Venue

- 9.1. The Venue may cancel the Booking at any time and without liability to the Client if:

1. The Client is more than 14 days in arrears with payment to the Venue for previously supplied services,
  2. The Client is unable to pay its debts as they fall due, or
  3. Any part of the Venue is closed or unable to operate for any reason beyond the Venue's control
- 9.2. If the Venue cancels the Booking for a reason other than as set out in clause 8.1, then it will use its reasonable endeavours to provide alternative facilities at another venue

## 10. Etiquette and Controls

- 10.1. Event spaces will be available as booked. Arrangements for early arrivals or late departures must be agreed with the Venue at least 7-days before the event and a supplementary charge may be applied which the Client agrees to pay.
- 10.2. The Venue reserves the right to judge acceptable levels of noise or behaviour of the Client, the Client's employees, the Client's guests or representatives or sub-contractors and the Client must take all steps necessary for corrective action as requested by the Venue. In the event of failure to comply with management requests, the Venue may terminate the Booking or stop any Event without being liable for any refund or compensation.
- 10.3. As a licenced premise, the Venue also reserves the right to refuse entry or expel any individual or group of individuals from the Venue without liability where the Venue considers the behaviour or appearance of the individuals is not appropriate. Assessment of these matters is at the sole discretion of the Venue.
- 10.4. The Venue complies with anti-discrimination legislation and expects the Client, its employees, guests and all sub-contractors engaged by or on behalf of the Client is expected to adhere to this policy. The Venue may, without incurring any liability, remove from the Venue any person perceived, at the sole discretion of the Venue, to be contravening this policy.
- 10.5. The Venue and the events it hosts are subject to statutory controls, including those relating to fire, licencing, entertainment, health, hygiene and safety. These must be strictly observed by Clients and their employees, guests and representatives or sub-contractors
- 10.6. Prior consent of the Venue must be received for any entertainment or services contracted by the Client or for any display. All displays must comply with statutory codes and regulations.
- 10.7. The Client will ensure that any outside contractor reports to the Venue's duty Manger to sign a contractor's indemnity form. The Venue may in its absolute discretion refuse access to any contractor.

## 11. Liability

- 11.1. Other than for death or personal injury caused by the negligence of the Venue, the Venue's liability to the Client, their employees, guests and sub-contractors is limited to the price of the Booking plus expenses directly and necessarily incurred by the Client to comply with the Booking. The Client must take all appropriate action to mitigate any potential costs arising from a potential claim and this should include but not be limited to purchasing appropriate insurance. Insurance must comply with the requirements of the Venue confirmed at the confirmation of the booking.
- 11.2. Unless the Venue is liable under clause 11.1, the Client indemnifies the Venue from and against any and all liability and any claims, costs, demands, proceedings and damages resulting or arising from the booked meeting or event, the Client, their employees, guests and sub-contractors.
- 11.3. The Venue does not accept responsibility whatsoever for damage to, or theft from, vehicles parked on the Venue's premises.
- 11.4. The Client is responsible for any damage caused to the allocated rooms, furnishings, utensils and equipment in them by any act, default or neglect of the Client, their employees, guests and sub-contractors shall pay to the Venue on demand



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the amount required to make good or remedy any such damage to an acceptable standard as determined by the Venue.



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- 11.5. The Venue accepts no liability for loss or damage to the Client's equipment or property or equipment or property belonging to the Client's employees, guests and sub-contractors whilst at the Venue.

## 12. Commissions

- 12.1. Commission to conference agents is payable on room hire and catering only (parking, alcohol, audio visual equipment and any extras on the event day are not included)
- 12.2. The agreed commission rate is not deductible from the Client's invoice. All commission invoices are to be sent to the Venue following the event.

## 13. Health and Safety

- 13.1. The Client agrees to adhere to all Health and Safety legislation that may affect the Event. The Venue has the final decision regarding any interpretation of legislation. Legislation concerning the Event may be on either a direct basis affecting the Client and the Venue or indirect via matters affecting third parties that may affect the Event. The Venue will request a separate Risk Assessment or Method Statement from the Client that will be incorporated into these terms of this Contract. This must be accepted by the Venue in writing in order for the Event to be able to take place. The Client agrees to adhere to these terms including (where required) production of any documentary evidence requested by the Venue that demonstrates compliance with such legislation. If a Client cannot demonstrate compliance to the Venue, then the Venue may cancel the Event without any liability to the Client

## 14. Accessibility

- 14.1. We are committed to providing an inclusive and enjoyable experience at Sandy Park, accommodating customers with any form of disability.

If a visually or hearing impaired customer requires the assistance of a guide dog, the dog will be allowed access to the venue free of charge. If required, a suitable seating location will be provided where the dog can comfortably rest. A bowl of water may be provided upon request.

- 14.2. Where a disabled person's condition requires attendance of a personal assistant, the venue will admit the personal assistant free of charge on receipt of supporting documentation. The Sandy Park complimentary personal assistant ticket policy accepts the following forms of documentation:

- Proof of entitlement of middle or higher rate of Disability Living Allowance
  - mobility or care component (DLA)
- Proof of entitlement of enhanced rate of Personal Independence Payment (PIP)
- Payment (PIP)
- Proof of entitlement of Severe Disablement Allowance

Please be advised:

- We do not accept Blue/Orange badges as proof of disability
- Due to current legislation, some proof of disability documentation is dated so it may be necessary for you to submit new documentation on request
- A companion ticket is not eligible to gain entry to any of our events unless in attendance with a visitor who has purchased an accessible ticket

- 14.3. All disabled tickets must be purchased by emailing [ticketing@exeterchiefs.co.uk](mailto:ticketing@exeterchiefs.co.uk)

## 15. General

- 15.1. No third party rights shall accrue under this Contract.
- 15.2. The Client shall fully indemnify the Venue for any costs (both direct and indirect) relating to acts and omissions by the Client, their employees, guests or sub-contractors including but not limited to using any IT network, security matters, infringement of the legal rights of any party and dispersal of any inappropriate and unsolicited material by electronic means.



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- 15.3. The Venue's name, telephone and facsimile numbers, logo, website address, the name 'Sandy Park' and the name of 'Exeter Rugby Club' must not be used in any advertising or publicity without the express prior written consent of the Manager. The Client must not use the name 'Exeter Chiefs' or that of any associated sponsor without the prior written consent of the parties concerned.
- 15.4. The Booking is not assignable by the Client to another legal entity without the prior written consent of the Venue.
- 15.5. Information provided by the Client or the Client's customers will be processed by the Venue in accordance with legislation.
- 15.6. The Venue will take reasonable steps to ensure that data is treated securely and in accordance with the Venue's legislatively compliant Privacy Policy (available at the Sandy Park web site), including but not limited to information governed by GDPR. We may collect and store information provided to the Venue to personalise and improve visitor's experience with the Venue's digital platforms, products and services requested from the Venue, as part of our market research and user profiling.
- 15.7. Under no circumstances is anyone qualified, partially qualified or unqualified to install or interfere with any electrical equipment, wiring or similar without full consultation with and supervision of the Venue's engineer or electrical contractor appointed by the Venue. The Manager or a person so authorised by the Venue reserves the right to disconnect the supply of electricity to the Client at any time and at the Manager's sole discretion when it is believed to be dangerous or damaging to the Venue's facilities.
- 15.8. We reserve the right not to allow onto our premises any third parties supplying services to you in connection with your event who do not meet our intended requirements. An approved supplier list is available on request.
- 15.9. We agree to use reasonable endeavours to provide the equipment and perform the services specified in relation to the Event. We do not however accept any liability beyond reasonable control for failure of equipment and services
- 15.10. Any comment or complaint should be made at the Venue to the Manager at the time of the Event so where possible the matter can be resolved immediately. Alternatively, write within 7 days to the Venue's Manager at Sandy Park.
- 15.11. The Venue will not accept a claim for loss or damage of equipment or goods delivered in advance or left pending collection after an event. Unless a charge was made by the Venue to the Client for such handling, storage of the said equipment or goods.
- 15.12. Force Majeure. If the Venue is prevented from carrying out its obligations to the Client in respect of the Contract by a circumstance beyond its reasonable control, including but without limitation, legislative intervention (including but not limited to the withdrawal of any applicable licence or permissions), strikes, labour disputes, accidents, acts of God (including weather), national or local disaster, war or any event causing a whole or partial part of the Venue to be closed to the public, the Venue will either substitute a similar or comparable Event or cancel the Booking and refunds payments received whilst deducting direct costs to the Venue that was incurred but could not be cancelled (including but not limited to wasted food already prepared) and without further liability to the Client.
- 15.13. These terms are governed by English law and the Venue and Client submit to the exclusive jurisdiction of the English courts.

## 16 Global Pandemic Clause

Both parties acknowledge the ongoing COVID-19 crisis in the UK and accept their obligation to comply with any official guidance from UK Government. The parties agree to communicate without delay any issues they may have in performing their obligations under this agreement. Sandy Park acknowledge that COVID-19 may require us to take one or more of the following measures for the safety of our staff and the safety of delegates attending the event to which this booking relates:

- (i) impose maximum delegate numbers at the event
- (ii) limit food or drink availability
- (iii) impose specific requirements regarding personal protective equipment such as the wearing of masks
- (iv) restrict the numbers of overnight stays if applicable
- (v) designate alternative entrance and exit routes.

If we are obliged due to specific national Government or local authority restrictions, to close our venue, we may offer you an alternative date for the event but if that cannot be agreed the booking will be deemed cancelled and your deposit will be returned in full with no further payment required.

If you are unable to provide the agreed delegate numbers because of infections or travel restrictions, then we will offer you either a proportionate reduced fee for the event or agree to cancel the booking and return your deposit and any additional sums already paid.

We recommend signing for minimum delegate numbers (in line with meeting room guidelines). If delegate numbers decrease below the contracted number (notified by the organiser in writing a minimum of 14 working days prior to event), we reserve the right to cancel the event.