

# HAMPDEN

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## HOSPITALITY

### TERMS AND CONDITIONS FOR HOSPITALITY

YOUR ATTENTION IS DRAWN TO THE CLAUSES FLAGGED AS *ITALIC*, THESE CONTAIN IMPORTANT TERMS.

#### 1. Interpretation and Definitions

1.1 These terms and conditions are between (1) Sodexo Limited, a company registered and incorporated under the laws of England and Wales (company number 00842846) and having its registered office at One, Southampton Row, London, WC1B 5HA ("Sodexo", "we" or "us") and (2) the person or entity who placed an Order with Sodexo and validly purchased and holds a Ticket ("you").

1.2 In these Terms, capitalised terms mean: Term	Meaning
Additional Services	any additional services (including car parking, Event programmes, additional food and beverages packages, accommodation, transportation and merchandise) which are purchased from us by the Ticketholder in accordance with Clause 3.2.
Affiliate	any member of the Sodexo Group and any third-party companies who helps us provide our service to you.
Alcohol Licensing Laws	the alcohol licensing legislation applicable in the jurisdiction in which the Venue is located.
Applicable Law	all legislation, statute, law, regulation, code or guideline (whether national or international).
Booking Confirmation	the document provided by us to you following acceptance of your Order which explains your Package (including details of the Venue and any Venue-Specific Rules) and contains your booking reference, an invoice and/or receipt and a copy of these Terms.

Business Day	a day (other than Saturday or Sunday) on which banks are open for business in London.
Consumer	a person who is buying products from us wholly or mainly for personal use
Term	Meaning
	rather than in connection with a trade, business or profession.
Deposit	a deposit, such amount as set out in the Booking Confirmation, as part payment of the Purchase Price.
Event	the event to which the Package applies, as detailed in the Booking Confirmation.
Force Majeure Event	any event arising that is beyond the reasonable control of Sodexo including supplier or contractor failure, venue damage or cancellation, health scares, pandemic, epidemic, industrial dispute, governmental regulations or action, military action, fire, flood, tsunami, disaster, civil riot, acts of terrorism or war.
Full Payment	is when all monies due in respect of your Package (or any Additional Services, as applicable) have been received by us.
Intellectual Property Rights	any patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered, including all applications and rights to use such assets (which may now or in the future subsist).
Invoice	an invoice detailing (i) the Purchase Price for the relevant Package, (ii) any outstanding sums payable to us, and (iii) instructions on how to pay.
Offline Means	through the Sodexo sales team either face-to-face or by telephone.
Online Means	through our ticketing portal (which can be found on our website <a href="https://www.prestigevenuesandevents.sodexo.com">https://www.prestigevenuesandevents.sodexo.com</a> ) and which forms part of our sales management booking system.
Order	an order which you place with Sodexo, detailing the nature of the Package you wish to purchase.
Package	includes (i) the hospitality services detailed in the Booking Confirmation and (ii) your (and your Party's, if applicable) Ticket(s) to the Event, as specified in the

	Booking Confirmation and on your/each Ticket.
Party	the individuals or entities permitted to accompany the Ticketholder (if any) for the purposes of the Event and Package, as provided for in the Booking Confirmation. For the avoidance of doubt, the Booking Confirmation may define the Party by reference to named individuals or a number of permitted attendees.
Payment	your payment or part-payment of the Purchase Price to Sodexo.
Personal Data	any information relating to an identified or identifiable person allowing for direct or indirect identification of that person's identity. Examples of Personal Data include: name, location data, or information concerning religious or dietary requirements.
Privacy Policy	our policy under which we process your Personal Data, found at <a href="http://www.prestigevenuesandevents.sodexo.com/privacy-policy">www.prestigevenuesandevents.sodexo.com/privacy-policy</a> .
Purchase Date	the date on which you initially purchased the Package, as set out in the Booking Confirmation. Purchase Price the price of the relevant Package paid or payable by you to Sodexo (which is exclusive of taxes including, but not limited to, VAT).
Services	the services included in your hospitality package, as detailed in the Booking Confirmation, plus any Additional Services purchased in accordance with Clause 3.2.
Sodexo Group	any company which is from time to time a subsidiary or holding company (as defined in section 1159 of the Companies Act 2006) of Sodexo.
Spectator Code of conduct	the rules concerning behaviour and etiquette in force and displayed at the Venue.
Terms	these terms and conditions, including any additional terms and conditions given in your Booking Confirmation, including, but not limited to, the Venue-Specific Rules.
Ticket	any ticket for an Event which forms part of your Package, provided by us in accordance with Clause 2. Tickets are electronic in the form of either (i) a print at home e-ticket or (ii) mobile ticket.

Ticketholder	the person or entity who validly holds a Ticket, or is a member of the Party of such a person or entity.
Venue	the premises or property where the Event is scheduled to take place, as detailed in the Booking Confirmation.
Venue-Specific Rules	the rules specific to the Venue which are detailed in the Booking Confirmation, which form part of these Terms.

### 1.3 Terms of Sale and Payment

1.4 By advertising our Packages, we are inviting you to place an Order. If you place an Order, we are not obliged to accept that Order. If we choose to accept an Order, we will process the Order and the Payment and will issue you a Booking Confirmation. Processing by us of your Order and Payment will create a legally binding contract between you and Sodexo which is subject to these Terms ("Contract").

1.5 We may refuse an Order for any reason if we consider it is appropriate to do so. This may include circumstances where (i) your Payment is rejected or is otherwise incomplete; (ii) we identify a product description and/or pricing error on any of our promotional materials; (iii) we suspect that your Order relates to fraudulent or otherwise undesirable activity; (iv) you fail to provide the necessary information in order for us to accept the Order and/or (v) your package is no longer available or has sold out.

1.6 If we refuse to accept an Order, you will be informed and you will not be charged.

1.7 Please read these Terms carefully. These Terms constitute the legal terms and conditions governing the purchase, use and/or attempted use of any Ticket. By placing an Order, or purchasing, using and/or attempting to use any Ticket, you are confirming that you (i) have read, understood and agree to be bound by these Terms and (ii) will ensure that any members of your Party have read, understood and agree to be bound by these Terms.

1.8 We may (at our discretion) enforce these Terms against any person or entity who directly or indirectly acquires, uses or otherwise attempts to acquire or use any Ticket. This Clause 1.8 is to be interpreted so as to include (i) your Party members (if any) and/or (ii) individuals or entities who have fraudulently or improperly acquired any Ticket.

1.9 If you place your Order through Online Means, your Payment will be processed in accordance with this Clause 1.9.

☒ 1.9.1 Subject to Clause 12.3, the Purchase Price will be the sum due to Sodexo relating to your Package, as detailed on our website at the time of Payment.

1.9.2 You will make Payment via our ticketing portal, through our third-party payment provider.

☒ 1.9.3 Full Payment for all Orders placed through Online Means will be taken at the time the Order is placed.

1.10 If you place your Order through Offline Means, your Payment will be processed in accordance with this Clause 1.10.

☒ 1.10.1 The Purchase Price will be the sum due to Sodexo relating to your Package, as detailed (i) by the member of the Sodexo sales team with whom you place your Order and (ii) in the Booking Confirmation.

☒ 1.10.2 You will make the Payment either by:

○ 1.10.2.1 making Full Payment of the Purchase Price when you place your Order; or

○ 1.10.2.2 having (i) placed your Order, (ii) received your Booking Confirmation and Invoice and (iii) then having made Full Payment of the Purchase Price; or

o 1.10.2.3 having (i) placed your Order, (ii) paid the Deposit, (iii) received your Booking Confirmation and Invoice and (iv) then having paid the outstanding sum payable under the Invoice, in Full Payment of the Purchase Price.

## 2. Provision and Use of Tickets

2.1 Tickets will only be issued to you once Full Payment has been received by us. We are not obliged to provide the Package to you unless and until Full Payment has been received by us.

2.2 Tickets purchased through Online Means will always be issued through our ticketing portal. If the Ticket is available immediately, you will be able to collect it immediately. If the Ticket is not immediately available you will receive an email notifying you when it becomes available.

2.3 Tickets purchased through Offline Means will be emailed to you once they become available.

2.4 Each Ticketholder requires a Ticket to enter the Venue, which must be either downloaded onto your mobile device or printed at home, and brought to the Venue.

## 3. The Package

3.1 We shall endeavour to provide the Package to you in accordance with the Booking Confirmation, subject to these Terms. *Particular attention should be drawn to Clauses 4, 5 and 6, which relate to changes to your Package.*

3.2 Subject to availability, Ticketholders may purchase Additional Services after the Purchase Date, at additional cost. Full Payment for any Additional Services shall be taken at the time of purchase.

## 4. Variation, Alteration and Termination

*4.1 We will use our reasonable endeavours to ensure that the Package is provided to you in accordance with the Booking Confirmation, however we reserve the right to vary or otherwise amend the Package in any way and for any reason, without notice. Where your Package cannot be provided as agreed, we shall use our reasonable endeavours to provide a Package of the same or better quality.*

*4.2 We reserve the right to, without affecting any other remedy available to us, terminate our Contract with you upon breach by you (or a member of your Party) of these Terms.*

## 5. Postponement and Rescheduling

*5.1 We cannot guarantee that the Event will take place and the Package be provided on the date given in the Booking Confirmation.*

*5.2 Where an Event is postponed or otherwise rescheduled and we ARE able to provide materially the same Package as described in the Booking Confirmation, then (i) your Package (including your Ticket to the Event) will be valid for the postponed or rescheduled Event, and (ii) you will not be able to claim a refund.*

*5.3 Where an Event is postponed or otherwise rescheduled and we ARE NOT able to provide materially the same Package as described in the Booking Confirmation, you shall be entitled to apply for a refund. This refund shall not exceed the Purchase Price.*

*5.4 It is your responsibility to determine (i) whether an Event has been postponed or rescheduled and (ii) the date to which the Event has been postponed or rescheduled. We will use reasonable endeavours to inform you, but cannot provide any guarantee to that effect.*

## 6. Cancellation

*6.1 We cannot guarantee that the Event will take place and the Package be provided on the date stipulated in the Booking Confirmation. Cancellation may occur at any time for any reason.*

*6.2 It is your responsibility to determine whether an Event has been cancelled. We will use reasonable endeavours to inform you, but cannot provide any guarantee to that effect.*

*6.3 Cancellation by us. We reserve the right to cancel your Package for any reason whatsoever. In such circumstances you shall be entitled to apply for a refund. This refund shall not exceed the Purchase Price.*

*6.4 If for any reason outside of our control we are obligated to cancel, either entirely or in part, the Event and/or your Package, you shall be entitled to apply for a refund. This refund shall not exceed the Purchase Price.*

*6.5 Cancellation by you. If you cancel your Package, you shall be entitled to apply for a refund, which shall be calculated as follows. Sodexo will retain the following percentage of the Purchase Price (which shall include the cost of any Additional Services purchased but not yet delivered):*

6.5.1 100% if written notice of cancellation is received by us less than 14 days prior to the Event;

☐ 6.5.2 50% if written notice of cancellation is received by us more than 15 but fewer than 28 days prior to the Event; and

☐ 6.5.3 25% if written notice of cancellation is received by more than 28 days prior to the Event.

## 7. Sale, Resale and Transfer of Tickets and Packages

7.1 Tickets are individual to Ticketholders and must not be transferred, sold or resold without the prior written agreement of Sodexo.

7.2 Your Package is tailored to you and your Party and must not be transferred, sold or resold without the prior written agreement of Sodexo.

7.3 We take seriously the concerns surrounding the secondary market of our Tickets and Packages. Tickets or Packages found to have been transferred, sold or resold will be invalidated and the individual in question will not be refunded or otherwise compensated.

## 8. Compliance with our Policies

8.1 Whilst at the Venue, you and your Party agree to be bound by and comply with: (i) the applicable COVID-19 policy in place from time to time; (ii) the Spectator Code of Conduct in place at the Venue (if any); (iii) the Alcohol Licensing Laws; (iv) any Applicable Laws; and/or (v) any Venue-Specific Rules in place.

8.2 You agree that the location in the Venue where your Package is provided cannot be branded or decorated in any way without express written permission from us. Any unauthorised branding or decoration, or damage arising from same, will be removed and/or rectified at the Ticketholder's expense.

## 9. Breach

9.1 With respect to any person who fails to comply with these Terms both us and our Affiliates reserve the right to (i) cancel any Package (including any Ticket) that has been purchased, acquired (validly or otherwise) or used; (ii) exclude any person from purchasing future tickets to the Venue; (iii) refuse any person admission to the Venue; (iv) eject or otherwise remove any person from the Venue; and/or (v) permanently exclude any person from entering the Venue going forward.

9.2 Any and all costs and damages sustained by us or our Affiliates as a result of any action or inaction committed in breach of these Terms shall be paid for in full by you. No refund will be given to anyone against whom we exercise our rights under Clause 9.1. For the avoidance of doubt, "any and all costs" shall include, but is not limited to, the costs of cleaning up any unreasonable debris or repairs, damage or claims suffered, incurred by or intimated to us as a result, directly or indirectly, of any act or omission of you or any of your Party.

## 10. Confidentiality, Data Protection and Privacy

10.1 Confidentiality. You agree to keep confidential any information disclosed to you where such information is specified as being confidential information. This confidentiality obligation shall continue for as long as the confidential information remains confidential, unless disclosure of such information is required either (i) in compliance with these Terms, or (ii) as a matter of law.

10.2 Data Protection. In order to facilitate the provision of these Terms and to enable us to comply with our statutory and contractual requirements, you acknowledge and agree that we may (i) process certain Personal Data relating to each person to whom we (directly or indirectly) provide services under these Terms and (ii) transfer Personal Data relating to each person to whom we (directly or indirectly) provide services under these Terms to our Affiliates, in accordance with our Privacy Policy.

10.3 Privacy. Photography may take place at any time at the Venue. If you do not wish to be photographed, please inform us before or during the Event so that we can take reasonable steps to ensure you are not photographed. No guarantee is made to this effect however.

## 11. Sodexo's Liability to the Ticket Holder

11.1 References to "liability" in this Clause 11 include every category of liability which is capable of arising under or in accordance with these Terms including liability in contract, tort (including negligence), misrepresentation, restitution and others.

11.2 Nothing in this Clause 11 attempts to limit or exclude liability for: (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; (iii) any liability which cannot be excluded or limited by law; or (iv) liability arising from either party's deliberate default.

11.3 If you ARE a Consumer then this Clause 11.3 SHALL apply to you and Clause 11.4 SHALL NOT apply to you.

☒ 11.3.1 The Package you hold is for your private use only and you agree not to use for any purpose relating to any commercial use, including but not limited to your business, profession or craft.

☒ 11.3.2 If we fail to comply with these Terms, we shall be liable for any loss or damage you suffer which is either (i) a foreseeable result of our breach or (ii) arising out of our negligence. Sodexo shall not be liable for any unforeseeable losses or damages. Loss or damage shall be considered "foreseeable" if it was in the reasonable contemplation of the parties at the Purchase Date.

☒ 11.3.3 We shall not be liable for any loss howsoever occasioned which is either (i) attributable to your location in the Venue (where such information was conveyed to you prior to the Event date) or (ii) arising out of the actions of performers (to be interpreted in the widest manner possible) or other attendees at the Event.

☒ 11.3.4 We shall not be liable for any direct, indirect or consequential loss or damage including loss of business or profits or loss of goodwill sustained by any Ticketholder arising out of (i) postponement, rescheduling or cancellation of any Event or (ii) late delivery or non-delivery of any Ticket.

☒ 11.3.5 We shall not be liable for any loss of, damage to or theft of any of your items, property or articles whilst at the Venue.

11.3.6 Except as otherwise set out in these Terms or permitted by Applicable Law, we shall not be liable for anything else caused by circumstances outside of our reasonable control.

11.4 If you ARE NOT a Consumer then this Clause 11.4 SHALL apply to you and Clause 11.3 SHALL NOT apply to you. Sodexo shall not be liable for:

☒ 11.4.1 any direct, indirect or consequential loss, injury or damage (to both persons and/or property);

☒ 11.4.2 any failure or delay in carrying out any matter contemplated by or required under these Terms;

☒ 11.4.3 any loss howsoever occasioned which is either (i) attributable to your location in the Venue where such information was conveyed to you prior to the Event date (including loss of enjoyment) or (ii) arising out of the actions of performers (to be interpreted in the widest manner possible so as to include all athletes and entertainers) or other attendees at the Event;

☒ 11.4.4 any direct, indirect or consequential loss or damage including, but not limited to, loss of business or profits or loss of goodwill sustained by any Ticketholder arising out of (i) postponement, rescheduling or cancellation of any Event or (ii) late delivery or non-delivery of any Ticket; or

☒ 11.4.5 any loss of, damage to or theft of any of your items, property or articles whilst at the Venue.

11.5 In respect of any action or inaction which gives rise to a claim under these Terms or otherwise, you must notify Sodexo within 20 Business Days otherwise Sodexo shall not be liable to you.

## 12. Other Important Terms

12.1 Party Information. You agree to, upon reasonable request, provide information on your Party (as applicable) including, but not limited to, all Party members' names, ages and addresses. This obligation to provide such information is binding even after the date of the Package has passed.

12.2 Access to the Venue. You are responsible for ensuring that you and your Party obtain and bring any required documentation (e.g. age verification documentation and valid Ticket(s)) to access the Venue.

12.3 Variation. We may amend these Terms at any time and for any reason, without notice. Any clerical, typographical or other error in any sales documentation (including the Booking Confirmation) provided by us shall be subject to a correction without any liability.

12.4 Assignment or Transfer. You are not entitled to assign or transfer these Terms without prior written consent from Sodexo.

12.5 Notices. All notices should be made in writing and sent either (i) by post to One Southampton Row, London WC1B 5HA or (ii) by email to Hampden.hospitality@sodexo.com (notices sent to another email will not be valid). Notices shall be considered deemed to have been received (i) if sent by post, then at 09:00 on the second Business Day after posting or (ii) if sent by email, then on the date of successful transmission.

12.6 Third Parties. No person other than you and Sodexo shall have the right, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise, to enforce these Terms without the prior written agreement of Sodexo.

12.7 Statutory Rights. If you are a Consumer, nothing in these Terms purports to restrict any of your statutory rights. To the extent there is a conflict between these Terms and any statutory rights you may be entitled to, those statutory rights shall prevail.

12.8 Severability. If any provision (or part of a provision) of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted but that shall not affect the validity and enforceability of the rest of the Terms.

12.9 Entire Agreement. These Terms (which shall include any additional terms given in your Booking Confirmation) constitute the entire agreement between the Sodexo and you. These Terms supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us and you, whether given orally or in writing.

12.10 Waiver. A waiver of any right or remedy under these Terms (or by law) is only effective if given in writing and shall not be deemed to be a waiver of any subsequent right or remedy. A failure or delay by Sodexo to exercise a right or remedy shall not constitute a waiver of that right or remedy. No single or partial exercise of any right or remedy shall prevent or restrict a further exercise of that right or remedy.

12.11 Intellectual Property. All Intellectual Property Rights in or arising out of or in connection with the Package (other than Intellectual Property Rights in any materials provided by you) shall be owned by us.

12.12 Governing Law and Jurisdiction. These Terms (and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms) shall be governed by English law and you submit to the exclusive jurisdiction of courts of England and Wales.

12.13 Contacting us. You can contact us for any reason by sending an email to Hampden.hospitality@sodexo.com.

12.14 Complaints Policy. All complaints will be handled in accordance with our complaints policy found at here.

Venue Specific T&Cs – Hampden Park

#### 1. Definitions

1.1 In addition to those contained in Clause Error! Reference source not found. of the Terms, the following capitalised terms mean:

Term	Meaning
Hampden Park	the football stadium found at Glasgow, G42 9BA.
Hampden Park Dress Code	the dress code applicable for each of the relevant areas at Hampden Park as set out in the Booking Confirmation.
Hampden Park Ground Rules	the ground rules displayed throughout the Hampden Park, available at



<https://www.hampdenpark.co.uk/visitor-information/ground-regulations.html>  
and as detailed in the Booking Confirmation, as amended by the Scottish Football Association Ltd from time to time.

#### Separation Policy

the policy concerning the separation of spectators at Events, as detailed fully in the Booking Confirmation

1.2 For the purposes of these Venue-Specific Rules, the definition of "Affiliate" shall be amended, mutatis mutandis, to include "The Scottish Football Association Ltd" and "Advanced Computer Software Group Limited".

1.3 Any breach of these Venue-Specific Rules by you or any Party member will be deemed to be a breach by you of the Terms.

#### 2. Security and Entry

2.1. You acknowledge and agree that security services at Hampden Park are provided by The Scottish Football Association Ltd and that any dispute regarding access to or ejection from Hampden Park should be raised with The Scottish Football Association Ltd, not Sodexo.

#### 3. Compliance

3.1 For Tickets valid at Hampden Park, you will comply, and shall ensure that each member of your Party complies, at all times with (i) the Hampden Park Ground Rules; (ii) the Hampden Park Dress Code; and (iii) the Separation Policy. You are responsible for ensuring that the high standard of behaviour expected at Hampden Park is maintained, and must also ensure that your Party members adhere to the generally accepted standards of behaviour and conduct as indicated in the Hampden Park Ground Regulations.

3.2 Hampden Park operates a strict no smoking policy. Smoking is strictly forbidden at Hampden Park. It is your responsibility to comply, and to ensure that your Party members comply, with this no smoking policy whilst at Hampden Park. Failure to adhere will result in ejection from Hampden Park and referral to the authorities. In the event of such failure we shall be entitled to (i) cancel your Package without compensation, refund or notice; (ii) eject you and your Party from Hampden Park; and (iii) permanently exclude you and your Party from entering Hampden Park going forward.

3.3 You acknowledge and agree that, unless parking is included in your Package, buses or other vehicles are not permitted on the Hampden Park premises at any time.

#### 4. Food, Beverage and Alcohol

You are not permitted to bring any food or drink not purchased at the Venue into the Venue. You are not entitled to consume any food or drink not purchased at the Venue whilst at the Venue. It is your responsibility to comply, and to ensure that your Party members comply, with this food and drinks policy. We reserve the right to refuse to serve you or any Party member alcohol. You and your Party members may not (i) bring alcohol to the Venue with the intention to consume or serve it or (ii) remove alcohol from the Venue, without our prior written consent.

#### 5. Cancellation

6.1 Clauses 6.5.1 to 6.5.3 of the Terms above shall be deleted and replaced with:

"6.5.1 100% if written notice of cancellation is received by us less than 14 days prior to the Event;

6.5.2 50% if written notice of cancellation is received by us more than 14 but fewer (28) days prior to the Event; and

6.5.3 25% if written notice of cancellation is received by more than 28 days prior to the Event."