

Football Association of Wales Hospitality Booking Terms and Conditions

- 1) All invoices will be sent upon receipt of the Client's written confirmation of booking.
- 2) Invoices are payable within twenty (21) days. Failure to pay on time shall allow the Football Association of Wales (FAW) the right to cancel the booking and in such circumstances the provisions of Clause 6 (vi) (b) below shall apply.
- 3) All bookings are subject to availability. Furthermore, bookings will not be guaranteed (subject to the remainder of these terms and conditions) until full payment has been received.
- 4) The relevant hospitality ticket and event information will be dispatched approximately ten days before the event provided that full payment has been received. Please note the FAW is unable to delivery tickets overseas or to a non UK address.
- 5) (i) The Client is responsible for its guests and will ensure that its guests comply with these terms and conditions (where relevant) and with any rules, regulations and directions set by the FAW and Cardiff City Stadium, including the standard ticket terms and conditions applicable from time to time.

(ii) The Client shall not resell or otherwise transfer any or part of the booked package. Bookings by agents will only be accepted on behalf of named principals and shall entitle only the named principal and its guests to enjoy the package and shall confer no rights or benefits upon agents themselves or undisclosed principals.

(iii) The Client shall not in any way use the hospitality package as a prize/competition for other promotional activity without the prior consent of both the FAW and Cardiff City Stadium.

(iv) The Client shall not display any signage or issue any promotional material or commercial marks in its use of the booked package without the prior consent of both the FAW and Cardiff City Stadium.

(v) By purchasing this package, the company that purchases it acknowledges that it will not be entitled to any commercial rights.
- 6) (i) The Client shall be entitled to cancel bookings by giving the FAW notice in writing, subject to the cancellation charges below.

(ii) Where an event is postponed for whatever reason the booking will become valid for the re-scheduled event except in the case of the re-schedule event taking place at an alternative venue.

(iii) If, for any reason outside the direct control of the FAW and Cardiff City Stadium, the event be wholly or partly cancelled or abandoned, or the event be postponed and rescheduled at an alternative venue refunds or rebates will be given at the FAW's discretion. The Client is advised to take out its own insurance to cover such risks and associated costs.

(iv) The FAW gives no guarantee whatsoever that the event shall take place.

(v) Every reasonable effort will be made to adhere to the advertised packages and events by any package may be altered or dates changed for any cause which the FAW and Cardiff City Stadium in their absolute discretion shall consider to be necessary.

(vi) Cancellation charges are as follows:-
 - a) Where cancellation is received by the FAW more than six weeks before the event day, 50% of the total costs will be refunded to the Client.
 - b) Where the cancellation is received by the FAW within six weeks or less of the event day, then the full price of the package(s) is payable to FAW. In such circumstances (or if the FAW cancels the booking pursuant to clause 2 above), if the hospitality packages(s) is (are) resold to any third part by the FAW then the FAW will repay the client 50% of the third party invoice value received by the FAW.
- 7) (i) Without prejudice to any other limitation or exclusion of liability, the total liability of the FAW to the Client (save for any liability arising from death or personal injury due to the negligence of the FAW) shall not exceed the amounts received by

or otherwise including negligence (save for any liability arising from death or personal injury due to negligence which shall be unlimited) for loss of business revenue, profits, anticipated savings or for any indirect or consequential loss or damage whatsoever arising out of or in connection with the performance or breach of this agreement, or shall the FAW or Cardiff City Stadium be liable for any loss or damage to property and / or possessions of either the client or its guests.

- 8) The FAW shall not be liable for any failure to fulfil any obligation if fulfilment is delayed or hindered or prevented by any event beyond its control.
- 9) These terms and conditions are governed by and construed in accordance with English law and subject to the exclusive jurisdiction of the English courts.
- 10) All prices exclude value added tax which shall be paid at the rate applicable from time to time.
- 11) The client will be liable for any damage made by the client to any hospitality facility
- 12) Cardiff City Stadium holds a no smoking policy through out, therefore smoking will not be permitted inside the Stadium.
- 13) Team colours are strictly prohibited in the hospitality areas.