

Hospitality Terms and Conditions (Match to Match)

1 Definitions

Agreement: together the Confirmation, these Hospitality Terms and Conditions and the Ground Regulations.

Ashton Gate, us, or we: Ashton Gate Limited (company number 05450440). whose registered address is Ashton Road, Bristol, England, BS3 2EJ.

Authorised Representative: a person authorised by You to use Your Hospitality Package.

BCFC: Bristol Football Club Limited.

Bristol Bears: Bristol Rugby Club Limited trading as Bristol Bears.

Confirmation: the itinerary Confirmation and invoice issued to You by us confirming details of the Hospitality Package(s) purchased by You and the Price.

Ground Regulations: for football matches means the ground regulations included in BCFC's Club Charter and for rugby matches means the ground regulations included in Bristol Bears Charter, which are available on the relevant club websites and which set out the terms and conditions upon which the public are granted entry to the Stadium to watch matches.

Hospitality Packages: the package(s) of rights identified in the Confirmation including the ticket to access the Stadium for the Match.

Match: the football or rugby match (as applicable) identified in the Confirmation and for which You have purchased the Hospitality Package.

Material: any audio, visual or audio-visual material or any information or data.

Price: the amount payable by You to us for the Hospitality Package as set out in the Confirmation.

Season: the relevant sporting season (usually running from August to May inclusive).

Stadium: means Ashton Gate Stadium, Ashton Road, Bristol, BS3 2EJ.

You or Your: the purchaser of the Hospitality Package.

Your Rights

1.1 The Confirmation confirms the Hospitality Packages which You have selected for the Match and the basis upon which You and any Authorised Representatives will be granted access to the Stadium.

1.2 The Agreement governs the purchase and use of Hospitality Packages by You and Your Authorised Representatives. In the event of any conflict between the documents making up the Agreement, the following order of precedence will apply:

- (a) Ground Regulations;
- (b) the Confirmation;
- (c) these Hospitality Terms and Conditions.

1.3 We reserve the right to make reasonable changes to the Hospitality Packages at any time. Due to capacity or staffing issues it may be necessary for

Ashton Gate to change your Hospitality Package by upgrading you to a Club package. You agree to any such upgrade. Your Hospitality Package will never be downgraded.

1.4 Please note that for football Matches all hospitality seats are located in the 'home' section of the Stadium.

2 Conduct and House Rules

2.1 By accepting these Hospitality Terms and Conditions, You agree that You shall be fully responsible for ensuring that You and all Authorised Representatives will:

- (a) at all times comply with these Hospitality Terms and Conditions, the Ground Regulations and all reasonable instructions of our staff;
- (b) at all times behave in a manner that is courteous and respectful to all other persons in the Stadium, including other guests and staff;
- (c) not engage in any threatening, abusive or violent behaviour or use racist, discriminatory, foul or abusive language;
- (d) not take any action which may negatively affect the health and safety of any persons in the Stadium;
- (e) not bring any alcohol, illegal substances or drugs onto the Stadium or enter or be on the Stadium whilst under the influence of any illegal drugs;
- (f) not enter or be in the Stadium whilst drunk;
- (g) comply with any specific match dress code and dress smartly at all times. Full details will be included within the Confirmation;
- (h) not enter or be in the Stadium to attend a football match wearing any clothing which is directly or indirectly in support of either playing team;
- (i) only smoke in permitted smoking areas in the Stadium;
- (j) not enter any areas of the Stadium which are not open to the general public, including but not limited to the playing area, unless with the express permission or instruction of our any steward or officer and/or any police officer;
- (h) not interfere with, tamper or cause any damage to the Stadium or to any equipment, furniture, fixture or fitting within the Stadium and will be liable for the costs of repairing and or replacing any damaged property and any other associated liabilities, losses, costs and/or expenses;

- (k) not interfere with, tamper or cause any damage or injury to any person or their property whilst on the Stadium and will be liable for the costs of repairing and or replacing any damaged property and any other associated liabilities, losses, costs and/or expenses;
- (l) not bring any item into the Stadium, which may pose a hazard or nuisance to any other person including but not limited to knives, fireworks, explosives, smoke canisters, flares, illegal substances, laser devices, drones or any other item that may be used as a weapon.
- 2.2 If You are attending a football match, Ashton Gate shall be entitled to refuse to admit to the Stadium or eject from the Stadium any person if Ashton Gate or Ashton Gate's officials consider that such person is visibly supporting the opposition and/or the presence of behaviour of such person may create and/ or increase potential crowd disorder.
- 2.3 Mobile telephones and other mobile devices are permitted within the Stadium PROVIDED THAT (i) they are used for personal and private use only (which, for the avoidance of doubt and by way of example only, shall not include the capturing, logging, recording, transmitting, playing, issuing, showing, or any other communication of any Material for any commercial purposes); and (ii) no Material that is captured, logged, recorded, transmitted, played, issued, shown or otherwise communicated by a mobile telephone or other mobile device may be published or otherwise made available to any third parties including, without limitation, via social networking sites.
- 2.4 Neither You nor Your Authorised Representatives are entitled to attend the Stadium to watch any match or event other than the Match.
- 2.5 We may refuse You and/or Your Authorised Representatives admission to the Match if you are unable to show a valid ticket.
- 2.6 You acknowledge and agree that persons under the age of 18 cannot enter or be left at the Stadium unattended and must be supervised by an adult at all times. The supervising adult is totally responsible for the behaviour of young persons at all times and young persons shall be expected to adhere to these Hospitality Terms and Conditions and the Ground Rules.
- 2.7 The Stadium operates under a Licensing Act 2003 premises licence and in compliance with the Sporting Events (Control of Alcohol etc.) Act 1985 (as amended). You agree to comply with both at all times.
- 2.8 We reserve the right to ask You, or Your Authorised Representatives for industry recognised identification when purchasing alcoholic beverages. If You are buying alcoholic beverages for more than one person, we reserve the right to ask for industry-recognised identification from all parties who are receiving a drink. We reserve the right not to serve alcoholic beverages to anyone who is not able to provide suitable identification, or to anyone else for any reason.
- 2.9 It is Your responsibility to ensure that any Authorised Representative who uses the Hospitality Package and/ or ticket are aware of and complies with these Hospitality Terms and Conditions and the Ground Rules. You will be fully responsible and liable for any failure to comply with these Hospitality Terms and Conditions and the Ground Rules by an Authorised Representative.
- 2.10 Unless credit facilities have been agreed by us in advance, You must pay for any additional food and drink ordered by You (or any Authorised Representative) over and above the food and drink specifically provided as part of the Hospitality Package and/or any additional goods or services purchased by You and/or any Authorised Representative on a match day at the time of ordering. If applicable, You shall confirm to the Stadium, on or before the event start date, the names of any guests who You have authorised to sanction, on Your behalf, any additional spend on the day.
- 2.11 No food or beverages should be brought into the Stadium premises without the prior written consent of Ashton Gate.
- 2.12 You agree that we may refuse You and/ or Your Authorised Representatives entry to the Stadium or may ask You and/or them to leave the Stadium at any time if we reasonably consider that You are not in compliance with the rules set out in this paragraph 2.
- 3 Resale and Use of Tickets and Change of Dates**
- 3.1 Hospitality Packages are non-cancellable and non-refundable.
- 3.2 Neither Hospitality Packages or tickets may be re-sold without the prior written consent of Ashton Gate save that Hospitality Packages may be used by (but not sold to) Authorised Representatives in accordance with these Hospitality Terms and Conditions and the Ground Rules.
- 3.3 The unauthorised sale or disposal of a ticket may amount to a criminal offence under section 166 of the Criminal Justice and Public Order Act 1994, as amended by the Violent Crime Reduction Act 2006. Ashton Gate will inform the police if it becomes aware that a ticket has been sold illegally and will press for charges to be brought against those breaking this law. If You are convicted of a ticket touting offence, or we reasonably suspect You have committed such an offence, we will notify the EFL or RFU (as applicable) who may in turn notify other EFL or RFU clubs and/or the relevant law enforcement authorities. The information that we share may include Your personal details, information about the offence and about ticket purchases (including payment details). We will use this to identify and prevent ticket touting offences and disorder at matches. We may also, in our sole discretion impose any of the sanctions set out in paragraph 8.

3.4 You may not use or make the Hospitality Packages available as prizes in any competitions or other promotional activities of whatever nature, nor shall You or Your Authorised Representatives make any public statement, announcement or declaration or carry out or be associated with any promotional activity of whatever nature expressly or impliedly referring to a relationship between: (i) You, any Authorised Representative or any third party associated with You and/or any Authorised Representative; and (ii) Ashton Gate.

3.5 The ticket for the Match will remain the property of Ashton Gate at all times and must be produced together with evidence of Your identity if required by any official, steward or employee of Ashton Gate or any police officer. Ashton Gate reserves the right to require the immediate return of the ticket at any time.

4 **Changes to Dates, Refunds and Exchanges**

4.1 No guarantees can be given by Ashton Gate that the Match will take place on the date or time specified in the Confirmation. Reasonable endeavours shall be made by Ashton Gate to publicise any change to the date and/or time of the Match as far in advance as possible but matches may be rescheduled and without any liability whatsoever. Your Hospitality Package will enable You to attend the re-arranged match.

4.2 No refunds will be given by Ashton Gate for any Match unattended and where the Match is cancelled, abandoned or postponed Ashton Gate shall have no liability whatsoever to You or any Authorised Representatives in respect of any such Match except that, following any cancellation, abandonment or postponement of a home match, You or any Authorised Representative shall be entitled to attend the rearranged match (if any).

4.3 Ashton Gate will have no further liability whatsoever, including (but not limited to) any indirect or consequential loss or damage, loss of enjoyment or travel/accommodation costs.

4.4 **All sales are final and no refunds will be offered to supporters who wish to return their ticket or cancel their Hospitality Package.**

5 **Menu choice and dietary requirements**

5.1 For all Hospitality Packages You will need to notify us no later than 10 days prior to the Match if any of Your guests have any specific dietary requirements or allergies.

5.2 The selection of menu choices for both buffet and sit down meals will be entirely at our discretion.

6 **Tickets – loss or theft**

6.1 If You lose or misplace Your ticket(s) or have them stolen, You should report this to Ashton Gate as soon as possible. If Your ticket is stolen You should report the theft to the police and the relevant crime number should be quoted in all correspondence with Ashton Gate. Ashton Gate may issue duplicate tickets in its absolute discretion and on such terms and conditions as

Ashton Gate directs. Unless otherwise directed by Ashton Gate.

6.2 Your seat numbers will be confirmed on Your ticket.

7 **Table reservations**

7.1 Unless it is specified in the Confirmation that Your Hospitality Package includes a reserved table Your dining seats will be unreserved.

7.2 We may, where requested and subject to availability and our discretion, reserve tables for large groups.

7.3 For corporate Hospitality Premier Packages and Elite Packages, a private table will be reserved for You with up to a maximum of 12 seats.

8 **Application of Sanctions, Termination and/or Withdrawal of Your Rights**

8.1 Without prejudice to any other rights or remedies that Ashton Gate may have, if any of the circumstances set out in paragraph 8.2 apply, Ashton Gate reserves the right to:

(i) eject You and/or Authorised Representative from the Stadium (or refuse them entry to the Stadium);

(ii) suspend or terminate the Agreement between Ashton Gate and You for the Hospitality Package;

(iii) prevent You and/or any Authorised Representative (either indefinitely or for a period of time) from attending any future match held at the Stadium; and/or

(iv) provide relevant information to the police or other relevant authorities.

8.2 The circumstances detailed in paragraph 8.1 include:

(a) You or any Authorised Representative breaching these Hospitality Terms and Conditions or Ground Regulations or otherwise misusing the Hospitality Package or ticket;

(b) the Hospitality Package or ticket being re-sold or offered for re-sale in contravention of legislation applicable to ticket touting;

(c) You or any Authorised Representative being prohibited by law from attending any sporting ground or being the subject of sporting related criminal or civil proceedings; and/or

(d) You or any Authorised Representative failing to make any payments due to Ashton Gate.

9 Consequences of termination

- 9.1 On termination or expiry of these Hospitality Terms and Conditions:
- (a) all of the benefits provided under the Hospitality Package shall terminate and automatically revert to us; and
 - (b) each party shall promptly return to the other all of the property of the other within its possession, including tickets and Car Parking Vouchers.
- 9.2 If the Hospitality Package is suspended or terminated in accordance with paragraph 8.2, You shall not be entitled to any refund.

10 Liability

Ashton Gate's Liability to You

- 10.1 If Ashton Gate fails to comply with these Hospitality Terms and Conditions, Ashton Gate is responsible for loss or damage You suffer that is a foreseeable result of Ashton Gate being in breach of these Hospitality Terms and Conditions. However, Ashton Gate is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if at the time payment was made, both You and Ashton Gate knew it might happen, for example, if the Ticket Holder discussed it with Ashton Gate during the sales process.
- 10.2 Notwithstanding paragraph 10.1, Ashton Gate is not liable for any business losses. If Your purchase and/or use of the Hospitality Package is for any commercial business purposes (or where You are not acting as a consumer), Ashton Gate will have no liability to You (or Your Authorised Representative) for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 10.3 Ashton Gate shall not have any liability to You (and/or any Authorised Representative) for any failure to carry out or delay in carrying out any of Ashton Gate's obligations under the Hospitality Terms and Conditions or Ground Rules, including admitting You (and/or any Authorised Representative) to the Stadium to the Match, caused by any circumstance outside its reasonable control.
- 10.4 Ashton Gate shall not have any liability to a Ticket Holder (and/or any Authorised Representative) for any late delivery or non-delivery of any ticket or Car Parking Permit resulting from the actions or omissions of any postal service provider.
- 10.5 In the absence of negligence or other breach of duty by Ashton Gate or its servants or agents, it will not be responsible for: (i) any loss, theft or damage to any of their articles left or displayed in or at the Stadium; and/or (ii) any injury to You or any Authorised Representative.
- 10.6 For the avoidance of doubt, Ashton Gate does not exclude or limit its liability for:
- (a) death or personal injury caused by its negligence;

- (b) fraud or fraudulent misrepresentation by Ashton Gate; and/or
- (c) any liability which cannot be limited or excluded by law.

Your Liability to Ashton Gate

- 10.7 You shall reimburse Ashton Gate for any and all costs, expenses and/or losses suffered by Ashton Gate as a result of any breach of these Hospitality Terms and Condition by You and/or any Authorised Representative, or a failure by such persons or entities to pay any sums to Ashton Gate when due. Such costs and/or expenses shall include (without limitation): (i) any legal costs incurred by Ashton Gate or its professional advisors; and (ii) interest on sums due to Ashton Gate at a rate of 3% above the base rate of the Bank of England from time to time.

11 Accessibility and Dietary Requirements

- 11.1 Dependent on an individual's needs, a selection of specifically designed facilities can be provided at the Stadium. Please contact us to discuss specific requirements and we will do our best to accommodate each individual's needs.
- 11.2 All dietary requirements must be notified to us no later than ten (10) days prior to the Match. We will endeavour to accommodate all dietary requests but this cannot be guaranteed. Please note that as a working kitchen we cannot guarantee a 100% sterile working environment.

12 General

- 12.1 If You have any problem with any of the facilities at the Stadium, you should contact hospitality@ashtongate.co.uk.
- 12.2 Ashton Gate may at any time in its reasonable discretion substitute Your allocated seat with an alternative seat and/or facilities of equal (or greater) price.
- 12.3 Save as set out in paragraph 2.3, no person (other than a person who holds an appropriate licence) may capture, log, record, transmit, play, issue, show or otherwise communicate (by digital or other means) any Material in relation to a match, any players or other persons present in the Stadium and/or the Stadium, nor may they bring into the Stadium or use within the Stadium (or provide to, facilitate or otherwise assist another person to use within the Stadium) any equipment or technology which is capable of capturing, logging, recording, transmitting, playing, issuing, showing or otherwise communicating (by digital or other means) any such Material. For the avoidance of doubt, the terms of paragraph 8 shall apply for any breach of the foregoing.
- 12.4 Ashton Gate and/or any person authorised by Ashton Gate may from time to time create images and/or audio-visual video footage of You and Authorised Representatives attending the Stadium. Ashton Gate owns all rights in such images and footage and Ashton Gate shall be entitled to use them (and to allow others to use them) for any purpose whatsoever (provided that

such use does not harm the reputation of the relevant individual whose image is used).

- 12.5 Ashton Gate reserves the right to change these Hospitality Terms and Conditions from time to time (for example, to reflect changes in relevant laws and regulatory requirements), and shall publicise such changes on its website.
- 12.6 Ashton Gate shall at any time be entitled to transfer its rights and obligations under the Agreement to another company within its corporate group. Ashton Gate confirms that: (i) any such transfer shall not adversely impact You and/or the provision of the Hospitality Package by such group company; and (ii) it shall use reasonable endeavours to inform You of any such transfer (for example, by placing a notice on its website of such transfer).
- 12.7 If any terms of the Agreement are found by a court to be illegal, the rest of the Agreement will remain in force. Each of the paragraphs of these Hospitality Terms and Conditions operates separately. If any court or other relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 12.8 Even if Ashton Gate delays in enforcing the Agreement against You, Ashton Gate will be entitled to enforce it at a later stage. If Ashton Gate does not insist immediately that You do anything You are required to do under the Agreement, or if Ashton Gate delays in taking steps against the You in respect of You breaking the terms of the Agreement, that will not mean that You do not have to do those things or that Ashton Gate is prevented from taking steps against You at a later date.
- 12.9 The Agreement constitutes the entire agreement between Ashton Gate and You and neither Ashton Gate nor You shall have any claim or remedy in respect of any statement, representation, warranty or undertaking made by or on behalf of any other party in relation to the Agreement which is not set out therein.
- 12.10 Other than BCFC, Bristol Bears, FIFA, UEFA, The FA, PL and the EFL, no person other than You or Ashton Gate has any rights under the Contracts (Rights of Third Parties) Act 1999 to rely on or enforce any term of the Agreement.
- 12.11 You consent to Ashton Gate holding and processing data relating to You for administrative and legal purposes. The personal data that You provide to Ashton Gate shall be processed, stored and transferred in accordance with the terms of the privacy policy available [here](#).
- 12.12 The Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales (including in relation to any non-contractual disputes or claims).