

**Sodexo Limited**

**Consumer terms (Terms)**

The Terms below are applicable to your Booking for a Function if you are a consumer. (A "consumer " means that you are buying the Services for your own use and accordingly do not intend to resell the Services). We have defined certain words in these Terms and these "defined terms" are set out at section 17. A defined term is identified by it starting with a capital letter. You should check section 17 to make sure that you understand fully. References to "you" and "your" are references to the Customer, and references to "we", "us" and "our" are references to Sodexo Limited.

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| <p><b>1 Our Contract</b></p> <p>1.1 The contract between you (<b>Customer</b>) and Sodexo Limited (<b>Sodexo</b>) is made up the Event Agreement and the Terms (<b>Contract</b>).</p> <p>1.2 The Contract is formed when Sodexo receives your signed Event Agreement and Deposit and then confirms to you in writing that Sodexo accepts your Booking. No Booking shall be binding on Sodexo until we issue you with confirmation of acceptance. Signature by Sodexo of the Event Agreement shall be confirmation of acceptance.</p> <p>1.3 We shall use reasonable care and skill in supplying you with the Services detailed in the Event Agreement and the Function Sheet.</p> | <p>2.3 If the number of Guests that you specify on the Function Sheet (or that attend the Function) is less than the number of Guests specified in the Event Agreement then we will charge you either the actual number of Guests attending or the number of Guests on the Event Agreement, whichever is the greater.</p> <p>2.4 If the number of Guests that you specify on the Function Sheet (or that attend the Function) is greater than the number of Guests specified in the Event Agreement then we will charge you for the actual number of Guests. You must get Sodexo's prior written approval for any number of Guests which is more than 125% of the Guests specified in the Event Agreement as there may restrictions on the number of Guests that can be accommodated.</p> | <p>(a) public liability insurance to the value of at least £2 million to cover any death of or injury to any person or the loss of or damage to any property resulting from the malfunction of the Act's equipment and from their actions generally. We may refuse permission if an Act is unable to provide proof of such insurance;</p> <p>(b) portable appliance testing undertaken on all of the equipment which it uses at the Premises. We may refuse permission if an Act is unable to provide proof of such testing.</p> | <p>4.2 If there is any damage or an unreasonable amount of debris (including, without limitation, party string or vomit or smoking related debris) at the Premises whether caused by you, any Guest and/or the Act, you authorise us to charge you our reasonable cleaning expenses to return the Premises to a pre-Function condition in time for any further functions or uses of the Premises that may be scheduled. You authorise us to charge this amount to any payment card used for the Booking or to otherwise invoice you.</p> <p>4.3 You agree that Sodexo may do all things reasonably necessary at a Function to ensure that neither you, the Guests nor the Act, act or omit to act, in any way that may constitute a breach of the law or in any way cause a nuisance or be an infringement of any licence for music and dancing or the sale of alcohol. Accordingly, you agree, and shall procure that the Guests and/or the Act shall, obey all reasonable instructions given by Sodexo staff at the Function and if in Sodexo's reasonable opinion it is necessary then, Sodexo may require you, any Guest(s) and/or the Act to leave the Function.</p> <p>4.4 Any materials, goods, supplies or other items delivered, held or stored on the Premises on the Customers</p> |
| <p><b>2 Booking</b></p> <p>2.1 After you have made a Booking, we will send you a Function Sheet a reasonable time before the date of the Function and we require you to return the Function Sheet to Sodexo not less than 7 Business Days prior to the date of the Function.</p> <p>2.2 In the Event Agreement you will specify the number of Guests attending the Function.</p>  | <p><b>3 Acts and entertainment</b></p> <p>3.1 If you intend to have an Act at the Function, you must obtain Sodexo's written permission prior to the Function, such permission shall not to be refused without good reason. We strongly advise you to obtain this permission before you hire any Act for the Function.</p> <p>3.2 We require that any Act has :</p>   | <p><b>4 Damage and behaviour</b></p> <p>4.1 You shall not, and shall not permit any of its Guests or the Act, to damage or deface the Premises in any manner whatsoever nor allow or permit a breach of the law. You shall compensate us in full for any loss, claim, expense or damage to the Premises or any fixtures, fittings or other property where such loss, claim, expense or damage was caused by an intentional, reckless or negligent act of you, or any Guest of the Act.</p>                                       |   |

behalf shall be at the Customers sole risk and Sodexo shall not be liable for any loss or damage howsoever caused to such items.

## 5 Restrictions

5.1 Neither you, any Guest nor the Act shall:

- (a) consume any food or drink within the Premises except for that supplied as part of the Services; or
- (b) introduce or attempt to introduce any signage or other publicity material into the Function or onto the Premises,

without Sodexo's prior written approval which shall not be unreasonably withheld.

## 6 Payments

6.1 The Charges for the Function will be due and payable (in cleared funds) as set out below:

- (a) At the time of making the Booking: 20% of the Charges (**Deposit**);
- (b) 90 days prior to the date of the Function: a further 20% of the Charges; and
- (c) 10 days prior to the date of the Function: the remainder of the Charges.

If you fail to make a payment of the Charges in accordance with these payment due dates then Sodexo may cancel your Booking and this shall be construed as a Cancellation by you and the provisions of clause 8.3 shall apply.

6.2 If the Booking is made less than 30 days before the date of the Function then all Charges shall be due and payable when you make the Booking.

6.3 If the number of Guests is greater than the number in the Event Agreement then you authorise us to charge you for such additional Guests at the rate agreed in the Event Agreement per Guest (**Additional Charges**) and if a payment card has been used then you authorise us to charge this amount to the payment card used for the Booking.

6.4 If you pay any amount by debit or credit card, the card will be charged at the time such payment is made and in respect of credit card then a surcharge of 1.5% will be charged in addition to the Charges and/or Additional Charges.

6.5 If you are late in making a payment then Sodexo may charge interest on any late payments at the rate of 3% above the HSBC plc base rate until such time as payment is made. This right does not affect any other rights or remedies that Sodexo may have under the terms of the Contract or otherwise.

## 7 Changes to the Charges

7.1 Sodexo publishes price lists for Services on an annual basis. The Charges for your Booking are the Charges set out in the price list that is on effect on the date of the Function not the price list that is in effect on the date you made the Booking.

7.2 Sodexo will make reasonable efforts to provide you with accurate information on the Charges. In some circumstances, a Booking is made that is outside of the period covered by the current price list. If this is the case, then we will advise you when the price list that covers your Function becomes available.

## 8 Cancellation by you

8.1 If you have an emergency and wish to change the date of your Booking then please contact Sodexo as soon as practicable. We will use our reasonable endeavours to assist you and to reschedule the Function.

8.2 You may cancel your Booking within 5 Business Days of date on which you sent your Event Agreement and Deposit to us and we will refund any Deposit and/or Charges that you have paid. You must notify us in writing if you want to cancel your Booking. If the Booking is made less than 30 days before the date of the Function then this clause will not apply and we will refund the Charges as set out in clause 8.3 below.

8.3 If you decide that you wish to cancel the Booking then you must notify us in writing and we will refund the Charges as set out below:

- (a) (subject to clause 8.2) if you cancel more than 91 days (inclusive) before the Function then Sodexo will retain the Deposit and refund you any other Charges that you have paid; or
- (b) if you cancel more than 11 days but less than 90 days (inclusive) before the Function then Sodexo will retain (or you will be liable to pay Sodexo) 50% of the Charges; or
- (c) if you cancel less than 10 days (inclusive) before the Function then we will retain (or you will be liable to pay Sodexo) all of the Charges.

## 9 Cancellation by Sodexo

9.1 Sodexo may cancel the Booking in the following circumstances:

- (i) Sporting venue: A sporting venue is made available to us on dates when there is not a sporting fixture. The relevant sports club advises us of scheduled fixtures but the sports club may require the sporting

- venue for non-scheduled short notice sporting fixtures. If a short notice sporting fixture occurs on the date of the Function then we will not be able to provide the Services and may cancel the Booking. If we cancel your Booking because of a short notice sporting fixture then we will offer you a reasonable alternative date and/or venue or we will reimburse you any sums you have paid in respect of the Booking (at Sodexo's discretion);
- (b) Race meetings: If your Booking is made in conjunction with a race meeting then if the race meeting is cancelled, Sodexo may cancel the Booking. If we cancel your Booking because of a race meeting cancellation then we will offer you a reasonable alternative date and/or venue or we will reimburse you any sums you have paid in respect of the Booking (at Sodexo's discretion). Please note if the race meeting cancellation occurs after Sodexo has started to provide the Services at the Function then the provisions of this clause 9.1(b) shall not apply.

- (c) Sodexo may cancel your Booking at any time more than 91 days (inclusive) before the date of the Function. If Sodexo cancels your Booking under this clause 9.1(c) then Sodexo will notify you in writing as soon as practicable and will use its reasonable endeavours to offer you an alternative date and/or venue or will refund your Deposit (and any other Charges paid) at your discretion.
- (d) Sodexo shall not be in breach of these terms, nor liable for any failure to perform any of our obligations in relation to your Booking due to any adverse event, act, omission or accident which happens which is beyond our reasonable control including, but not limited to, failure of cooking facilities to work at the Premises (except by way of Sodexo's default), Sodexo is denied access to the Premises (except by way of Sodexo's default) flood, earthquake, extreme adverse weather conditions, natural disasters, other acts of God, acts of terrorism, interruption or fire (except by way of our default) or failure of (except by way of our default) electric power,

gas, water, or other utility service, plant machinery, computers, vehicles or any collapse of building structures.

## 10 Inability to provide an aspect of the Services

10.1 If Sodexo is unable to supply a particular Service specified on either the Event Agreement or the Function Sheet, Sodexo shall notify you as soon as possible. Where reasonably practicable, Sodexo shall replace the particular Service with a Service of at least equal standard and value at no additional cost to you. Sodexo shall agree the details of the replacement Service with you. If it is not reasonably practicable for Sodexo to replace the Service then:

- (a) if the particular Service is material to the Function then you may cancel the Booking and Sodexo shall refund in full all sums paid by you; or
- (b) if the particular is not material to the function then Sodexo shall refund you an apportioned amount of the Charges for that particular Service.

## 11 Changes to your Booking

If you wish to change the Services detailed on the Event Agreement and/or the Function Sheet after the

date that the Booking is made, then you must notify us in writing as soon as possible. We will notify you if we are able to accommodate these changes and/or give rise to additional costs. Any changes to a Booking must be confirmed by Sodexo in writing. You will have to pay for any additional costs resulting from the changes to your Booking.

## 12 Exclusions

12.1 Our total liability for any loss shall not exceed twice the total sum we charge you for the Booking. We shall not be liable for any losses that were not caused by any breach of contract or statutory duty or negligence on the part of Sodexo and we shall not be liable for any losses that were not reasonably foreseeable to both parties when the Contract was formed.

12.2 Sodexo will not be liable under this contract or otherwise for any loss or damage caused by Sodexo or its employees or its agents in circumstances where:

- (a) there is no breach of a legal duty of care owed to you by Sodexo or any of its employees or agents;
- (b) such loss or damage is not a reasonably foreseeable result of any such breach; and

(c) any increase in loss or damage resulting from breach by you of any term of this Contract.

statutory rights see www.consumerdirect.gov.uk

16.6 We will send any notices to you to the address given in the Event Agreement unless notified by you to do otherwise. You should send any notices to Sodexo to our address as set out in the Event Agreement. If notice is given by fax then it shall only be valid when the sender has received a receipt confirming a satisfactory fax transmission

**Business Day** means a day other than Saturday, Sunday or a public holiday in England

**Charges** means the amount set out in the Event Agreement for the provision of the Services for the Function subject to Sodexo's ability to change the Charges as set out in clause 7

**Deposit** has the meaning given to it in clause 6.1(a)

**Event Agreement** means the document confirming the Customer's requirements which is signed when entering into the Contract

**Function** means the function, party or other occasion at which the Services are to be provided

**Function Sheet** means the document stating the Customer's detailed requirements for the Function

**Guest** means any person attending the Function

**Premises** means the rooms or locations within the venue, stadium or other premises at which the Services are to be provided.

**Services** means the supply of food and drink and any catering and other services agreed between the parties in the Event Agreement and the Function Sheet.

## 16 General

12.3 Nothing in these terms shall exclude or limit Sodexo's liability for fraud or death or personal injury caused by our negligence or any other matter which it would be illegal for us to (or attempt to) exclude or limit.

16.1 We reserve the right to change these terms from time to time. The terms applicable to your Booking are those in force on the date of Booking (or amendment, as applicable).

## 13 Transferring your Booking

13.1 If you want to transfer your Booking to another person then please notify us in writing as soon as possible, you shall be entitled to transfer the Booking (and this Contract) subject to our consent. We will not refuse our consent without good reason.

16.2 You must not rely on promises, written or verbally made, by anyone other than Sodexo or its authorised representatives.

16.7 A party which is not a party to our Contract shall have no right to enforce any term under the Contracts (Rights of Third Parties) Act 1999.

## 14 Your personal data

14.1 We will only use your personal data as set out in our privacy policy. You can review our privacy policy at <http://uk.sodexo.com/uk/en/privacy.asp>

16.3 Sodexo may assign its obligations and rights under this Contract to another company provided that such company is deemed by Sodexo (acting reasonably) to be capable of providing the Services to at least the same standard as Sodexo.

16.8 If any of these terms and conditions shall be found by a Court or other competent authority to be invalid, ineffective or unenforceable, the rest of the terms and conditions shall continue to be valid and enforceable.

## 15 Statutory Rights

15.1 We have tried to ensure that any rights that you as a consumer have that are implied by law into a contract of this type (**statutory rights**) are not excluded or limited in anyway. If any of these terms conflict with a statutory right or the law changes and your statutory rights change, then the statutory rights will prevail over these terms. For more information on your

16.4 The failure by either Sodexo or you to exercise any of the rights that it has in these terms, or there is a delay in such rights being exercised, shall not be interpreted as a waiver of those rights, or affect the party's ability to enforce those rights at a later date.

16.9 The Contract and these terms and conditions are governed by English law.

## 17 Definitions

In these terms and conditions, unless the context otherwise requires:

**Act** means any production company, performers, musicians or other live act or equipment

**Booking** means your booking for the provision of the Services at the Premises as detailed in the Event Agreement