

## The Yorkshire County Cricket Club Limited

### Terms and Conditions for the sale of Hospitality Packages

#### 1. General

These terms and conditions, the email sent by YCCC setting out the details of the Hospitality Package ("Booking"), the Customer's acceptance email of the Booking ("Confirmation") and the Ground Regulations form the agreement ("Agreement") between the Customer and YCCC for the provision of a Hospitality Package.

#### 2. Definitions and Interpretation

**2.1** In these terms and conditions the following definitions apply:

"Customer": the purchaser of the Hospitality Package;

"Ground": Emerald Headingley Cricket Ground, St Michael's Lane, Leeds, LS6 3BU;

"Ground Regulations": YCCC's Ground regulations as issued by YCCC from time to time that set out the terms and conditions upon which spectators are granted entry to the Ground, a copy of which is available upon request or via YCCC's website;

"Hospitality Package": a Ground admission ticket, facility pass and food and drinks package for the Match Date as described in the sales documentation provided by YCCC from time to time;

"Match Date": the cricket match or part of a cricket match scheduled to be played at the Ground on the day the Customer has booked the Hospitality Package; and

"YCCC": The Yorkshire County Cricket Club Limited, an Industrial and Provident Society incorporated in England (number IP 28929R).

**2.2** In these terms and conditions (except where the context otherwise requires):

(a) references to a "person" includes an individual, corporation (whether incorporated or unincorporated), partnership, trust, unincorporated association and any other entity or association of any nature; and

(b) any words following the terms "including", "include", "for example" or any similar expression are by way of illustration and emphasis only and shall not limit the generality or extent of any other words or expressions.

#### 3. Booking Confirmation, price and payment terms

**3.1** When the Customer sends the Confirmation to YCCC for a Hospitality Package, this is deemed to be subject to these terms and conditions which shall govern the relationship between the parties to the exclusion of any other terms. On YCCC's receipt of the Customer's Confirmation a contract will be formed between the parties.

**3.2** The Customer must ensure that all information set out in the Booking is full and accurate in all respects and must immediately notify YCCC of any errors or omissions.

**3.3** Hospitality Packages are subject to availability. The Booking cannot be confirmed by YCCC or reserved until payment for the Hospitality Package has been received in full by YCCC.

**3.4** The Hospitality Package must be paid upfront in full using one of the methods made available by YCCC. The price of the Hospitality Package shall be the price set out in the Booking. Until payment is made the Hospitality Package will not be reserved or guaranteed to the Customer and will be available to other persons to purchase.

**3.5** For certain events, YCCC reserves the right to revise the above payment terms but in any event no Booking is confirmed until full payment has been received by YCCC.

**3.6** The price shall be exclusive of value added tax (unless otherwise specified) and all other applicable taxes which shall be paid by the Customer.

**3.7** All tickets, passes and other information regarding the Hospitality Package will be sent out approximately 2 weeks prior to the Match Date, providing full payment has been received by YCCC.

#### 4. Cancellation by the Customer

**4.1** If the Customer is a consumer, the Customer will have a right to cancel the Booking within 14 days after the day the Customer sends the Confirmation and receive a refund. The Customer cannot cancel the Booking on or after the Match Date, even if the 14 day period is still running. The Customer may cancel the Booking by phone [0113 2033 667] or email [simon.pixsley@yorkshireccc.com] or via the cancellation form set out at the end of these terms and conditions,

**4.2** The Customer must notify YCCC in writing if he wishes to cancel the Booking of the Hospitality Package and the Customer will compensate YCCC for any direct damage or loss suffered by it as a result of the cancellation. YCCC shall use its reasonable endeavours to obtain a replacement customer, but where it cannot do so, YCCC reserves the right to charge the following cancellation fees:

##### Cancellation notice

Cancellation more than twelve (12) weeks prior to the Match Date  
 Cancellation less than twelve (12) weeks before the Match Date

##### Fee

40% of the total price  
 100% of the total price

**4.3** If the cancelled Hospitality Package is resold, YCCC shall be entitled to retain a handling fee of 10 per cent of the total price paid to YCCC by the Customer, and the balance shall be refunded to the Customer.

#### 5. Restriction of play or no play

**5.1** The Customer acknowledges that the commencement and / or duration of any cricket played on the Match Date is dependent on the weather and other factors that are outside the control of YCCC; but that the hospitality facilities at YCCC are not dependent upon the weather on the Match Date and subject to clause 5.4 will be available for use irrespective of whether a match is interrupted, suspended or cancelled.

**5.2** The Customer agrees that the liability of YCCC relating to the cancellation or suspension of play of a match shall be limited to a refund in respect of the match ticket element of the Hospitality Package in accordance with the

appropriate refund policy for match tickets for the relevant fixture. The hospitality element of the Hospitality Package shall continue to be available to the Customer and the guests for the day on which the Hospitality Package has been ordered and no refund shall be given in respect of it.

**5.3** If YCCC is obliged to make any material change to the hospitality facility to be provided by YCCC as part of the Hospitality Package, or cancel them for any reason, YCCC will use its reasonable endeavours to ensure that alternative arrangements are offered which are of at least equal or superior standard.

**5.4** For the purpose of this clause, factors outside of YCCC's control shall include any event or circumstances outside the reasonable control of YCCC affecting its ability to perform any of its obligations under this Agreement including: Act of God, fire, flood, severe weather, epidemic or pandemic, war, revolution, acts of terrorism, riot or civil commotion, trade embargo, strikes, lock-outs or other industrial action, and interruption of utility service.

## 6. Liability

**6.1** If the Customer is purchasing the Hospitality Package as a consumer, clauses 6.2 and 6.3 will apply, if purchasing as a business, clauses 6.4 to 6.8 will apply.

**6.2** If YCCC fails to comply with the Agreement, YCCC is responsible for loss or damage that the Customer suffers that is a foreseeable result of YCCC breaking the Agreement or its failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both parties knew it might happen, for example, if you discussed it with us during the sales process.

**6.3** YCCC does not exclude or limit in any way its liability to the Customer where it would be unlawful to do so. This includes liability for death or personal injury caused by YCCC's negligence or the negligence of YCCC's employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of your legal rights.

**6.4** Subject to clause 6.7, YCCC shall not be liable to the Customer in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise for: (i) any loss of revenues, loss of profits, loss of business, or anticipated savings, loss of goodwill and / or reputation or loss arising out of business interruption (whether such losses are direct or indirect) or (ii) any special, indirect, consequential or pure economic loss, costs, charges, expenses or damages.

**6.5** Subject to clause 6.7, YCCC's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising under or in connection with the performance or contemplated performance of this Agreement shall in all circumstances be limited to in respect of all claims (connected or unconnected) an amount equal to the price paid for the Hospitality Package.

**6.6** Subject to clause 6.7, YCCC shall not be liable for:

(a) any injury whatsoever to the Customer or his guests, nor for any loss or damage to or theft of their property howsoever such injury, loss or damage may be caused; or

(b) any damage, loss, delay or expense incurred by the Customer owing to any event beyond YCCC's control as defined in clause 5.4. YCCC's total liability if such an event arises shall be to use reasonable endeavours to make alternative arrangements, including holding the match at the next best alternative date or providing alternative hospitality facilities at the Ground pursuant to clause 5.3.

**6.7** The Customer shall be responsible and reimburse YCCC for any loss, damage, costs and expenses (including, without limitation, loss of profits), that the Customer or his guests cause, whether within the Hospitality Facility or elsewhere within the Ground. If the Customer causes such damage or loss, YCCC shall be entitled to invoice the Customer and the Customer shall pay such invoice immediately.

**6.8** Nothing within this Agreement shall limit or exclude either party's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation or any liability which may not lawfully be excluded or limited.

## 7. General

**7.1** YCCC will only use the Customer's personal information as set out in YCCC's privacy policy which can be accessed via YCCC's website.

**7.2** The Customer shall not assign, transfer or sell the Hospitality Package or any tickets included within the Hospitality Package to any third party.

**7.3** If the Customer is a business, this Agreement sets out the entire agreement and understanding between the parties in respect of the subject matter of this Agreement. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of YCCC which is not set out in these terms and conditions and that the Customer shall have no claim for innocent or negligent misrepresentation based on any statement in the Agreement.

**7.4** Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, be left at, or sent by pre-paid first class post, or electronic communication.

**7.5** No purported variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties.

**7.6** The Agreement shall be governed by and construed in accordance with the laws of England, and the Customer agrees to submit to the non-exclusive jurisdiction of the English Courts. If the Customer is a consumer and live in Scotland the Customer can bring legal proceedings in respect of the Agreement in either the Scottish or the English courts. If the Customer lives in Northern Ireland, the Customer can bring legal proceedings in respect of the Agreement in either the Northern Irish or the English courts.

**7.7** All persons entering the Ground must abide by the Ground Regulations.

**7.8** Some of the menu items provided as part of the Hospitality Package, may contain nuts, seeds and other forms of ingredients that may induce allergies and there may be some risk that traces of such ingredients may be contained in various dishes served. The Customer must contact YCCC at least two weeks prior to match day to inform YCCC of any dietary requirements.

**7.9** This Agreement is between YCCC and the Customer. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the Agreement or make any changes to these terms and conditions.



**7.10** If a court finds part of this Agreement illegal, the rest will continue in force. Each of the paragraphs of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

**7.11** Even if YCCC delay in enforcing this Agreement, it can still enforce it later. If YCCC does not insist immediately that the Customer does anything the Customer is required to do under these terms and conditions, or if YCCC delays in taking steps against the Customer in respect of the Customer breaking this Agreement, that will not mean the Customer does not have to do those things and it will not prevent YCCC taking steps against the Customer at a later date.

### Cancellation Form for consumer Customers

(Complete and return this form only if you wish to withdraw from the contract)

To: Yorkshire County Cricket Club Limited, Emerald Headingley Cricket Ground, St Michael's Lane, Leeds, LS6 3BU

I hereby give notice that I cancel my contract with you for the hospitality package booked for [INSERT DATE]

Name of consumer(s):

Address of consumer(s):

Date: