



**Standard Operating Business Terms and Conditions for events or functions at Aberdeen Football Club Limited  
(Company number SC005364) t/a Aberdeen Football Club ("AFC").**

**1. General**

1.1 These Conditions shall apply to the Contract to the exclusion of any other terms and conditions contained or referred to in any quotation, letter or other communication between AFC and the Customer and the provisions of these Conditions shall prevail unless expressly varied in writing and signed by a director on AFC's behalf.

1.2 No variation to the Event Agreement or the Function Sheet shall be binding unless expressly agreed to in writing and signed by a director on AFC's behalf.

1.3 The rights provided in these Conditions are cumulative and shall not be deemed exclusive of any other rights to which either party may be entitled under the Contract or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise.

1.4 Where the Contract only relates to the provision of food and beverages as part of a hospitality package at a Function, these Conditions shall apply only in so far as they are relevant to that situation.

**2. Formation of Contract**

2.1 The Contract is formed when AFC receives the signed Service Supply Contract and Deposit and then confirms in writing that AFC accepts the Booking. No Booking shall be binding on AFC until AFC issues a confirmation of acceptance and AFC shall not act upon the terms of this Agreement until receipt of both the signed Service Supply Contract and Deposit.

2.2 A reasonable period before the date of the Function, AFC will send a Function Sheet to the Customer. The Function Sheet forms part of the Contract and contains further details about the Services to be provided by AFC at the Function, including the number of Guests and specific choice of menu. The Customer shall inform AFC immediately of any errors in the Function Sheet.

**3. Appointment of AFC**

3.1 The Customer appoints AFC as the Customer's exclusive provider of the Services at the Function. Accordingly, the Customer agrees that it shall not provide the Services itself, nor shall it appoint or allow anyone other than AFC to provide the Services at the Function.

3.2 The Customer shall not hinder or delay or otherwise prevent AFC's performance of the Services and the Customer shall provide AFC with all reasonable assistance and cooperation for AFC to perform its obligations under the Contract.

3.3 The Customer shall promptly: (a) provide to AFC all information which AFC may reasonably require to enable it to perform the Services. (b) if the Customer becomes aware that it has supplied incorrect or insufficient information to AFC, the Customer shall provide AFC immediately with corrected and/or additional information.

**4. AFC's Obligations**

AFC shall perform the Services: (a) with all reasonable care and skill; (b) in accordance with good industry practice; and (c) in accordance with all legislation, statutes, regulations and other enactments having the force of law from time to time which are applicable to the provision of the Services.

## 5. Customer's Obligations

5.1 The Customer shall: (a) return the Function Sheet to AFC not less than 14 Business Days prior to the date of the Function; (b) pay the Charges promptly as such sums become due to be paid; (c) obey all reasonable instructions given by AFC staff at the Function and procure that Guests and/or the Act obey all reasonable instructions given by AFC staff at the Function; (d) pay the cost of clearing up unreasonable debris (including but not limited to party string or vomit) resulting from acts of the Customer, Guests, and/or the Act; (e) not, and shall procure that Guests and the Act, damage or deface the Premises in any manner whatsoever nor allow or permit 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. Failure to comply with this Condition shall constitute a breach of these Conditions and entitle AFC to require the offending Guest(s), employee(s) of the Customer or persons employed in the Act to leave the Function; (f) not permit Guests to consume any food or drink within the Premises except for that supplied as part of the Services, unless otherwise agreed with AFC; (g) not introduce or attempt to introduce nor permit the introduction of any signage or other publicity material into the Function or onto the Premises without AFC's prior written consent; (h) obtain AFC's prior written consent before hiring any Act for the Function; (i) where such permission is given, ensure that the Act has public liability insurance (and is able to provide evidence that it holds public liability insurance) to the value of at least £10 million to cover any death of or injury to any person or the loss of or damage to any property resulting from their acts or omissions; and (j) ensure that the Act has portable appliance testing undertaken on all of the equipment which it uses at the Premises and is able to provide evidence that such testing has been undertaken.

5.2 Neither AFC nor any of its officers, employees, contractors or agents will accept the delivery of or organise the collection of parcels, boxes, recorded letters, equipment, or any other items on the Customer's behalf, unless this has been agreed by AFC.

5.3 Set up and clear up time required by the Customer is included in the hire period set out in the Function Sheet and/or the Service Supply Contract and the Customer may not access the Premises for the purpose of setting up or clearing up the Event outside of this hire period.

5.4 Any materials, goods, supplies or other items delivered, held or stored on the Premises on the Customers behalf shall be at the Customers sole risk and AFC shall not be liable for any loss or damage howsoever caused to such items.

5.5 AFC accepts no responsibility for private property whilst on the premises. Property that is lost and found during or after an event will be kept for a period of 4 weeks, after which it will be disposed of.

5.6 The Customer must strictly observe and adhere to the relevant provisions contained in all legislation and must comply with all obligations and requirements of any licensing authority applicable to the Function.

5.7 The Customer must obtain without any cost to AFC any and all licenses applicable to the Event, over and above those that AFC obtains in its ordinary course of business.

5.8 If the Function is to be attended by children or vulnerable adults, the Customer must in addition comply with AFC's Safeguarding Policy, a copy of which is available on request, and all applicable government guidelines and must ensure that a risk assessment is carried out.

## 6. Charges and payment

6.1 If the number of Guests specified on the Function Sheet and/or the Service Supply Contract then AFC will charge either the actual number of Guests attending. AFC's prior written approval is required for any number of Guests which is more than number of Guests specified on the Function Sheet and/or the Service Supply Contract as there may be restrictions on the number of Guests that can be accommodated. The charges for such additional Guests shall be the rate agreed in the Event Agreement per Guest (Additional Charges) and if a payment card has been used then the Customer authorises AFC to charge this amount to the payment card used for the Booking.

6.2 If the number of Guests specified on the Function Sheet and/or Service Supply Contract is greater than the number of Guests that attend the Function then AFC will charge for the number of Guests specified on the Function

Sheet and/or Service Supply Contract (whichever is the greater).

6.3 The Charges for the Function will be due and payable in cleared funds (without right of set -off, counterclaim or other deduction) as set out below: (a) At the time of making the Booking: 30% of the Charges (Deposit); and (b) 14 days prior to the date of the Function: the final remaining balance is due in full.; and (c) within 48 hours of the Function for any addiotnal charges.

6.4 The time of payment shall be of the essence in the Contract. If the Customer fails to make a payment of the Charges in accordance with these payment due dates then AFC may (1) cancel the Booking and this shall be construed as a Cancellation by the Customer and the provisions of clause 8.3 shall apply; and/or charge interest at the rate of 5% (five per cent) per annum above the base rate from time to time of the Bank of England. Such interest shall accrue on a daily basis from the date of default until the actual date of payment of the overdue amount(s) (both dates inclusive)..

6.5 If the Booking is made less than 30 days before the date of the Function then all Charges shall be due and payable at the time the Booking is made.

6.7. All Charges include VAT unless stated otherwise.

6.8 If, within 5 Business Days of the date of receipt of an invoice from AFC for any sum due under the Contract, the Customer has not notified AFC that it disputes whether amounts contained in such invoice are

properly due it shall be deemed to have accepted that the sums stated as payable are properly due and to have waived all its rights to subsequently dispute whether those sums are due.

## 7. Changes to the Charges

7.1 AFC publish price lists on an annual basis. The Charges for the Booking are the Charges set out in the price list that is in effect on the date of the Function not the price list that is in effect on the date the Booking was made.

7.2 AFC will make reasonable efforts to provide accurate information on the Charges. In some circumstances, a Booking is made that is outside of the period covered by AFC's current price list. If this is the case, then AFC will advise the Customer when the price list that covers the Function becomes available and the Customer agrees to be bound by the new price list.

## 8. Cancellation by the Customer

8.1 Any cancellation of a Booking must be by notice in writing and any refund (if any) of Charges and/or Deposit (if any) by AFC shall be in accordance with this clause 8.

8.2 The Customer may cancel its Booking within 5 Business Days of date on which it sent the signed Service Supply Contract to AFC. AFC will refund any Deposit and/or Charges that have been paid. If the Booking is made less than 30 days before the date of the Function then this clause will not apply and AFC will refund the Charges as set out in clause 8.3 below.

8.3 Without prejudice to any other rights and remedies AFC may have, if the Customer cancels the Booking then AFC will refund the Charges as set out below: (a) (subject to clause 8.2) if the Customer cancels more than 91 days (inclusive) before the Function then AFC will retain the Deposit and refund any other Charges paid; or (b) if the Customer cancels more than 11 days but less than 90 days (inclusive) before the Function then AFC will retain (or the Customer will be liable to pay AFC) 50% of the contracted Charges; or (c) if the Customer cancels less than 10 days (inclusive) before the Function then AFC will retain (or the Customer will be liable to pay AFC) all of the Charges.

## 9. Cancellation by AFC

9.1 AFC is entitled to cancel the Booking at any time more than 91 days (inclusive) prior to the Function. AFC shall notify the Customer in writing as soon as is reasonably practicable of such cancellation. In the event of such cancellation by AFC, AFC shall: (a) use its reasonable endeavours to offer an alternative date and/or venue; or, (b) refund in full all sums paid by the Customer, including any Deposit, (at the Customer's discretion).

9.2 AFC may cancel a Booking forthwith by notice in writing, without prejudice to any other rights or remedies AFC may have, if the Customer becomes bankrupt or insolvent or enters into liquidation or receivership or is subject to an application for an administration order or suffers an administrative receiver to be appointed in relation to the whole or part of its assets or makes a composition with its creditors or suffers any judgment to be executed in relation to any of its property or assets.

9.3 Sporting Venues Specifically. Pittodrie Stadium (venue) is available to AFC on dates when there is not a sporting fixture. The Customer recognizes and acknowledges that the primary function of AFC is hosting football matches and acknowledges and agrees that there are scheduled fixtures that might be rescheduled, for example for weather or Television, and that AFC may require the venue for non-scheduled short notice sporting fixtures. If a short notice sporting fixture occurs on the date of the Function then AFC will not be able to provide the Services and may cancel the Booking. If AFC cancels the Booking because of a scheduled fixtures being rescheduled or because of a short notice sporting fixture then AFC will (at AFC's discretion): (a) offer a reasonable alternative date and/or venue; or (b) reimburse any sums paid in respect of the Booking. If it is not reasonably practicable for AFC to replace the part of the Service then AFC shall refund in full all sums paid by the Customer that relate to that part of the Services.

## 10. Variations

10.1 If the Customer wishes to change the Services detailed on the Service Supply Contract and/or the Function Sheet after the date that the Booking is made, then the Customer must notify AFC in writing as soon as possible. AFC will notify the Customer if AFC is able to accommodate these changes and/or give

rise to additional costs. Any changes to a Booking must be confirmed by AFC in writing. The Customer will have to pay for any additional costs resulting from the changes to the Booking.

10.2 AFC reserves the right not to vary the Contract.

## 11. Liability

11.1 Nothing in this Agreement shall be interpreted or construed as excluding or limiting the liability of either party for any matter in respect of which it would be illegal or unlawful to do so, including death or personal injury caused by such party's negligence or fraudulent misrepresentation.

11.2 Subject to clause 11.1, the total aggregate liability of AFC under or in connection with the Contract (whether in contract, for negligence, breach of statutory duty or otherwise) for any loss or damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances shall exceed the Charges.

11.3 Subject to clause 11.1, AFC shall not be liable to the Customer in contract, tort (including negligence and breach of statutory duty) or otherwise howsoever arising in connection with this Contract for : (a) economic loss of any kind whatsoever; (b) loss of profit, business contracts, revenues or anticipated savings or damage to the Customer's reputation or goodwill or special loss; (c) indirect or consequential loss or damage; or (d) to the extent that any loss is caused wholly or partly by breach of any Condition by the Customer including any breach caused by a third party.

11.4 In respect of any event that gives rise to a claim under this Contract or otherwise howsoever arising, the Customer agrees to notify AFC within 14 Business Days of the event giving rise to the claim and AFC shall not otherwise be liable.

11.5 The Customer agrees that before bringing a claim for the same against AFC, the Customer shall use its best endeavours to recover losses, claims, demands or expenses incurred by it from its insurers instead of AFC and to the extent that it is successful in recovering such sums from its insurers AFC shall not be liable to the Customer.

## 12. Indemnity

12.1 The Customer shall indemnify and keep indemnified AFC for all loss of or damage to property at the Premises and AFC's expenses, costs and claims in respect of the same suffered or incurred by AFC (in whole or in part) during or as a result of the Function arising from or caused by (whether directly or indirectly) the acts or omissions of the Customer, any Guest or Act.

## 13. Force Majeure

13.1 Neither party shall be in breach of this Contract, nor liable for any failure or delay to perform any of its obligations (save in respect any payment obligation) in relation to a Booking due to an Event of Force Majeure the party concerned shall not incur any liability to the other except as specified in Condition 14.2.

## 14. Assignment and Subcontracting

14.1 Neither party shall be entitled to assign or transfer the Contract, whether in whole or in part, without the prior written consent of the other.

14.2 Notwithstanding Condition 14.1, AFC shall be entitled to sub-contract the Services in whole or in part provided that: (a) it remains wholly responsible for the acts or omissions of its sub-contractors as if they were AFC's own acts or omissions; and (b) prior to appointing any sub-contractor AFC shall use reasonable endeavours to verify that the sub-contractor will be able to provide the Services.

## 15. Entire Agreement

15.1 Each of the parties acknowledges that it is not entering into the Contract in reliance upon any representation, warranty, collateral contract or other assurance (except those set out in these Conditions and the documents referred to in it) made by or on behalf of any other party before the execution of the Contract. Each of the parties waives all rights and remedies which, but for this Condition 15, might otherwise be available to it in respect of any

such representation, warranty, collateral contract or other assurance, provided that nothing in this Condition 15.1 shall limit or exclude any liability for fraud.

15.2 Any conditions or warranties (whether express or implied by statute or common law or arising from conduct or a previous course of dealing or trade custom or usage or otherwise howsoever) as to the care and skill with which AFC shall provide the Services are expressly negated by these Conditions to the fullest extent permitted by law.

15.3 No variation of the Contract shall be effective unless in writing and executed by or on behalf of each of the parties.

## 16. Waiver

16.1 Delay in exercising, or a failure to exercise, any right or remedy in connection with the Contract shall not operate as a waiver of that right or remedy. A single or partial exercise of any right or remedy shall not preclude any other or further exercise of that right or remedy, or the exercise of any other right or remedy. A waiver of a breach of the Contract shall not constitute a waiver of any subsequent breach.

## 17. Intellectual Property

17.1 All content in or on AFC's website and brochures (including pictures, designs, logos and text) (Content) is owned by or licensed to AFC. The Content is protected by copyright and other laws and the Customer shall not use nor procure the use of such content other than as permitted by AFC in writing.

