

HOSPITALITY PACKAGE - BOOKING TERMS

1. INTERPRETATION

In these booking terms, the following words and phrases shall have the following meanings:

AELTC: the All England Lawn Tennis Club.

AELTC Conditions of Sale: AELTC conditions of sale available at: http://www.wimbledon.com/en_GB/tickets/conditions_of_sale.html.

Balance: the Total Cost of the Hospitality Package less any Deposit paid.

Booking Request Form: the booking request form submitted by the Client to MBCH.

Confirmation: the email sent by MBCH to the Client accepting and confirming a booking following receipt of the Booking Request Form.

Contract: these booking terms, the AELTC Conditions of Sale, the Booking Request Form, the Hospitality Providers Terms and Conditions and the Confirmation.

Client: the persons, firm or company who enters into the Contract and to which the Hospitality Package is supplied.

Consumer: a private individual defined as a 'consumer' in accordance with the relevant consumer protection legislation applicable in England and Wales.

Deposit: 25% of the Total Cost of the Hospitality Package.

Guest: each person who ultimately receives the benefit of the Hospitality Package.

Hospitality Package: Hospitality Passes together with a Ticket and hospitality to be provided to the Client and its/their Guests as set out in the Confirmation.

Hospitality Passes: credentials to enter and access specified hospitality facilities at the Venue.

Hospitality Provider: Compass Contract Services (UK) Limited T/A Keith Prowse.

Hospitality Provider's Terms and Conditions: the terms and conditions issued by the Hospitality Provider available at <https://www.keithprorowse.co.uk/terms-and-conditions/>.

MBCH: Mike Burton Corporate Hospitality Limited.

Parking: if included within a Hospitality Package, parking for a private standard size passenger car at or nearby the Venue.

Special Terms: the special terms (if any) as set out in the Booking Request Form and confirmed as accepted by MBCH in the Confirmation.

The Championships: The Championships, Wimbledon.

Tickets: tickets to The Championships.

Total Cost: the total cost of the booking as set out on the Booking Request Form.

Venue: AELTC and/or the facilities or location at which the Hospitality Package is taking place.

2. APPLICATION OF TERMS

2.1. These booking terms shall apply to and be incorporated in the Contract; apply to all dealings relating to the Hospitality Package between MBCH and the Client; and prevail over any inconsistent terms or conditions contained in or referred to in the Client's purchase order, purchasing conditions, preferred supplier agreement or implied by law, trade custom, practice or course of dealing.

2.2. The Client accepts and agrees to comply with and to procure each Guest's compliance with the:

- AELTC Conditions of Sale;
- Hospitality Provider's Terms and Conditions; and
- booking terms.

2.3. The AELTC Conditions of Sale set out the terms that apply to the provision and use of Tickets and shall, in the event of conflict in respect of provisions relating to Tickets, take precedence over any inconsistent terms contained elsewhere in the Contract.

2.4. The Hospitality Provider's Terms and Conditions set out the terms that apply the Hospitality Package will be provided and shall, in the event of conflict in respect of provisions relating to Hospitality Packages, take precedence over any inconsistent terms contained elsewhere in the Contract.

2.5. These booking terms set out the Client's relationship with MBCH and shall, in the event of conflict in respect of provisions relating to the Client's relationship with MBCH, take precedence over any inconsistent terms contained elsewhere in the Contract.

3. FORMATION OF THE CONTRACT

3.1. Each Booking Request Form submitted by the Client shall be deemed to be an offer by the Client subject to these booking terms. The Client shall ensure that the Booking Request Form is complete and accurate.

3.2. All Hospitality Packages are subject to availability and a binding contract shall not come into existence unless and until MBCH issues a Confirmation to the Client.

3.3. No addition to, variation of, or attempted exclusion of any term of the Contract shall be binding on MBCH unless authorised in writing by MBCH.

3.4. Any Special Terms shall take precedence over these booking terms.

4. CANCELLATION

4.1. No Contract may be cancelled by the Client, except with the agreement in writing of MBCH and payment by the Client of cancellation charges of 100% of the Total Cost.

4.2. The parties acknowledge that the cancellation charges set out in clause 4.1 are reasonable.

5. SUPPLY OF PACKAGE

5.1. While MBCH sell official hospitality to The Championships, MBCH is not an official hospitality provider to AELTC or The Championships, MBCH is an authorised re-seller of the official exclusive Hospitality Provider to The Championships.

5.2. The hospitality element of the Hospitality Package shall be provided by the Hospitality Provider.

5.3. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by MBCH shall be subject to correction without any liability on the part of MBCH.

5.4. Tickets are for the Court specified on the date shown and entitle the Guest to enter that Court but not to view any particular match, round of matches, or any particular player.

5.5. Whilst reasonable effort will be made to ensure that the Hospitality Package is in accordance with the details as set out on the website or in sales materials, AELTC and/or the Hospitality Provider reserve the right in their absolute discretion to make any changes to the Hospitality Package which do not, acting reasonably, materially affect the quality of the Hospitality Package. A "material" change is a change which, in AELTC and/or the Hospitality Provider's reasonable opinion, makes the Hospitality Package materially different from the Hospitality Package that purchasers, taken generally, could reasonably expect.

5.6. In the event that it is necessary for AELTC or the Hospitality Provider to make any material change to the Hospitality Package (other than where due to the circumstances set out in clause 12 and/or the acts or omissions of the Client), one of MBCH, AELTC or the Hospitality Provider will use reasonable endeavours to offer the Client the option of an alternative Hospitality Package of comparable standard or, where such alternative Hospitality Package is not available or is unacceptable to the Client, will repay to the Client the Deposit and any Balance already paid by the Client.

5.7. MBCH may charge the Client an administration fee of £50 for each change to the booking that the Client requests.

5.8. Delivery of the Hospitality Packages shall be deemed to be made on the earliest occurrence of either; collection of the Hospitality Packages by the Client, delivery of the Hospitality Packages to the Client, or delivery of the Hospitality Packages to a third-party carrier for delivery to the

Client. Ownership and risk in the Hospitality Package shall pass on delivery as set out in this clause.

5.9. Once Hospitality Packages are delivered to the Client they are the responsibility of the Client and cannot be replaced if lost, stolen, damaged or defaced after delivery.

5.10. Any dates quoted for delivery of the Hospitality Packages are approximate only and MBCH shall not be liable for any delay in delivery of the Hospitality Packages however caused. Time for delivery shall not be of the essence.

5.11. MBCH reserves the right to make the Hospitality Package and/or the Tickets available for collection at the Venue. The Client will be notified by telephone, email or in writing of the arrangements for collection (using the details provided by the Client in the Booking Request Form) if this becomes necessary. Where there is not enough time to deliver Hospitality Packages, the Client will be told at the point of purchase the arrangements for collection of Hospitality Package.

5.12. The price of your Hospitality Package covers the cost of postage for the documents and Tickets within the UK, but where postage outside the UK is required and/or special delivery instructions are requested by the Client, an additional charge will be imposed.

6. CLIENT'S OBLIGATIONS

6.1. The Client will:

- ensure the proper conduct of its Guests;
 - promptly supply information requested by MBCH about the Client and Guests;
 - be responsible for the safe keeping of the Hospitality Packages following delivery (Tickets cannot be replaced or re-issued for any reason);
 - check the Tickets on receipt and immediately inform MBCH of any mistakes;
 - not use the Hospitality Package or any part of them:
 - for any promotion, advertising, fundraising, auction, raffle or any other similar commercial or non-commercial purposes;
 - as a prize (or part of a prize) in any contest, competition, promotional game of chance, lottery or sweepstake;
 - to resell or otherwise transfer, or offer for sale or transfer any part of a Hospitality Package;
 - to combine it with and sell or transfer it as part of any package of goods or services; or
 - to combine it with and sell or transfer it as part of any travel, accommodation or hospitality package;
 - not and its Guests will not undertake any form of gambling whilst in the Venue;
 - not and its Guests will not engage in any conduct which may be prejudicial to or bring into disrepute MBCH, the Hospitality Provider or AELTC; and
 - not make any statements, representations or undertakings, in respect of Hospitality Package that are incorrect or otherwise contrary to, or inconsistent with, MBCH's marketing materials.
- 6.2. Any person who advertises, offers for sale or sells Tickets (or who transfers Tickets not in accordance with this Contract) may not be permitted to apply for or receive Tickets from AELTC or its authorised agents for a period of five Championships from the date of such breach.

7. THE HOSPITALITY PACKAGE

7.1. The Client acknowledges and will make its Guests aware that:

- there is no smoking;
 - parking is not included within the Hospitality Package. Parking is subject to availability, separate terms and conditions and the payment of additional charges; and
 - if complimentary drinks have been confirmed in your Confirmation these will be limited to a reasonable amount;
 - as a minimum, smart casual attire is required at the Venue and the Hospitality Provider and AELTC reserve the right to refuse admission to any person wearing inappropriate items of clothing and/or footwear or to require any such person to leave the Venue;
 - all Tickets remain the property of AELTC at all times;
 - admission will only be authorised upon presentation of a valid Hospitality Pass and/or Ticket and (if required by AELTC) photographic proof of identity. Guests must retain their Hospitality Pass and Ticket at all times. Failure to do so may result in the Guest being evicted from without refund or compensation;
 - the Hospitality Provider or AELTC reserve the right to refuse a Guest entry to the Venue or to remove a Guest from the Venue if they deem their behaviour to be inappropriate;
 - AELTC reserves the right not to replace or accept any Hospitality Pass or Ticket that has been lost, stolen, forgotten, damaged, defaced or forged, or any Ticket which is unreadable or incomplete. If AELTC agrees to duplicate any such Hospitality Pass or Tickets, an additional charge of £12 per Ticket for such duplication will be payable in advance;
 - any description of the position of seats is that of AELTC. AELTC reserves the right to provide alternative seats to those specified on the Ticket if AELTC reasonably requires, provided that they are of no less value to that stated on the Ticket;
 - the Hospitality Provider and AELTC reserve the right to request that Guests leave the Venue at any point on reasonable grounds (including, by way of example only, where Ticket holders fail to comply with Venue regulations or act in a manner which, in the reasonable opinion of the Hospitality Provider or AELTC is likely to affect the enjoyment of other visitors to the Venue) and may take appropriate action to enforce this right. The Client and the Guests must comply with instructions and directions given by the Hospitality Provider and AELTC's staff and stewards. No refunds will be given to Ticket holders who are refused entry or ejected due to their own behaviour;
 - Neither MBCH, the Hospitality Provider nor AELTC accepts any responsibility for any loss or damage to personal possessions brought into the Venue by the Client or its guests other than as caused as a result of the negligence of MBCH or that of the Hospitality Provider or AELTC; and
 - AELTC reserves the right to conduct security searches from time to time and confiscate any item which, in the reasonable opinion of AELTC, may cause a danger or disruption to other members of the audience or Venue.
- 7.2. Any complaints concerning the Hospitality Package must be notified to MBCH in writing as soon as reasonably practicable.
- 7.3. To exit and re-enter the Venue a valid Ticket and the appropriate wristband are required (available at Gates 5 and 13, not before 10:30am).
- 7.4. Upon leaving the Venue, each Guest must ensure that they present their Ticket to the security personnel to receive a wrist band to re-enter the Venue. Please note re-entry to the Venue will not be granted without a Ticket and wristband and each Ticket is only valid for the date of entry.

8. SPECIAL REQUIREMENTS & CHILDREN

8.1. If a Guest is a wheelchair user and requires a wheelchair user Ticket or is not a wheelchair user but requires accessible seating, the Client must inform MBCH at the time of submitting the Booking Request Form. The Client should note that wheelchair user Tickets and accessible Tickets are very limited and special mobility arrangements at the Venue are under the control of AELTC over whom MBCH has no control. Wheelchair user Tickets or accessible Tickets will be specifically confirmed in your Confirmation, if they are not, the Guest will have the Ticket stated in the Confirmation.

8.2. The Client must let MBCH know about any of the Guests' special requirements (including dietary requirements) when submitting the Booking Request Form so that MBCH can make

arrangements with the Hospitality Provider. Special requirements are not always possible, are subject to availability and may incur additional charges.

- 8.3. The Venue and Hospitality Package are not designed for children. The Client must advise of any young adults that may be attending in advance. The Client acknowledges that:
- babies and children under five will not be permitted onto Centre Court, No 1, No 2, No 3 Courts or Courts 12 and 18;
 - children over the age of five require their own Ticket which will be charged at the full price;
 - all children under the age of 16 must be with an adult and supervised appropriately; and
 - children over the age of five and under 12 are allowed into all Courts provided they are accompanied by an adult at all times.

9. PAYMENT

- 9.1. The Client shall pay the Deposit within seven days of an invoice being issued. The Client shall pay the Balance at least three months prior to the Hospitality Package. If the booking is made within three months of the Hospitality Package, or at MBCH's sole discretion, the Total Cost must be paid at time of booking. All prices are exclusive of VAT. No Hospitality Packages shall be provided until payment of the Total Cost has been received by MBCH in full and cleared funds.
- 9.2. If the Client fails to make payment in full on the due date without prejudice to any other right or remedy available to MBCH, MBCH may:
- charge interest on the amount outstanding from the due date to the date of receipt by MBCH (whether or not after judgment), at the annual rate of 4% above the then current base lending rate of HSBC Bank plc, accruing daily and compounded quarterly; and/or
 - without notice cancel the Contract and resell the Hospitality Package to a third party without liability to the Client.

10. LIMITATION OF LIABILITY

- 10.1. The following provisions set out the entire liability of MBCH (including any liability for the acts or omissions of its employees) to the Client and its Guests in respect of any breach of the Contract and any representation, statement or tortious act or omission (including negligence) arising out of or in connection with the Contract.
- 10.2. Unless the Client is a Consumer, in which case none of the statutory rights are excluded, all warranties, conditions and other terms implied by statute or common law are excluded from the Contract to the fullest extent permitted by law.
- 10.3. Nothing in these booking terms excludes or limits the liability of MBCH for death or personal injury caused by MBCH's negligence or fraud or fraudulent misrepresentation.
- 10.4. The AELTC Conditions of Sale and the Hospitality Provider's Terms and Conditions are incorporated into this Contract ("**Provider Terms**"), together with the limits of liability therein. MBCH's liability shall be limited to the amounts set out in the Provider Terms, except that in no circumstances will MBCH's liability exceed the Total Cost. The Client shall not be entitled to claim for the same loss suffered in respect of a Hospitality Package claim if they have already claimed for that loss under the Provider Terms from AELTC or the Hospitality Provider.
- 10.5. Subject to clause 10.3:
- MBCH shall not be liable for any loss of profits, loss or damage to personal possessions, loss of business, loss of enjoyment, loss of opportunity, depletion of goodwill or similar losses or for any special, indirect or consequential loss, costs, damages, charges or expenses howsoever arising;
 - MBCH does not accept any responsibility for any loss or damage to personal possessions brought into the Venue by the Client or its Guests other than as caused as a result of the negligence of MBCH;
 - In particular the Client notes that:
 - personal arrangements and expenditure, including travel, accommodation, hospitality and other costs and expenses incurred by the Client relating to an event which have been arranged by the Client are at its own risk, and neither MBCH nor AELTC or the Hospitality Provider shall be responsible or liable to the Client for any wasted or unrecoverable costs or expenditure in relation to such personal arrangements, even if caused as a result of the cancellation, rescheduling or alteration of the Hospitality Package; and
 - neither MBCH nor AELTC or the Hospitality Provider shall be responsible or liable to the Client for any loss of enjoyment or amenity, including where an Hospitality Package has been cancelled, rescheduled or altered; and
 - neither MBCH nor AELTC or the Hospitality Provider shall be responsible or liable to the Client (and the Client will not be entitled to any refund) if admission to Venue is refused or revoked at any time as a result of the Client's breach of the AELTC Conditions of Sale or the Hospitality Provider's Terms and Conditions;
 - MBCH's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Total Cost;
 - MBCH has no control over the running of the Hospitality Package and accepts no liability for any acts or omissions on the part of the Hospitality Provider, AELTC or its servants, agents, employees or sub-contractors and makes no representation that any individual player or participant shall appear at The Championships; and
 - MBCH may cancel the Contract and provide the Client with a full refund if the Hospitality Provider or AELTC revokes its consent for MBCH to sell Hospitality Packages.

11. INDEMNITY

The Client will indemnify, and keep indemnified, MBCH against all direct and indirect actions, proceedings, liabilities, damages, losses, claims and costs, expenses, demands and proceedings whatsoever arising whether in contract, tort or otherwise, arising out of or in connection with a breach of its obligations in clauses 6 and 7 or any damage to the Venue the Client or its Guests cause.

12. FORCE MAJEURE & CHANGES

- 12.1. In the event of any curtailment or cancellation of play due to rain, AELTC shall operate any refund or reimbursement which may be due to the Client in accordance with its 'Raincheck Policy', the full details of which are available on AELTC's website at www.wimbledon.com.
- 12.2. AELTC reserves the right to change the Hospitality Package without notice where it is reasonably necessary to do so. Tickets are for the Court specified on the date shown and entitle the Guest entrance to that Court and not to view any particular match or round of matches or any particular player. Matches may be moved from one Court to another at the sole discretion of AELTC.
- 12.3. MBCH shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Contract if the delay or failure is due to any act beyond MBCH's reasonable control, including but not limited to; any act of God, adverse weather conditions, explosion, fire or accident, war or threat of war, terrorist activity or threat of terrorism, cyber attack, sabotage, insurrection, civil disturbance or requisition, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental or local authority, import or export regulations or embargoes, strikes, lockouts or other industrial actions or trade disputes, power failure or postponement or cancellation of the Hospitality Package and/or The Championships.
- 12.4. Where a Hospitality Package is cancelled or rescheduled, MBCH will use its reasonable endeavours to notify the Client using the details provided in the Booking Request Form but MBCH does not guarantee that the Client will be informed of such cancellation or rescheduling before the date of the Hospitality Package.
- 12.5. The Client is advised to take out insurance to protect itself in the event of cancellation, abandonment, curtailment or re-arrangement.

- 12.6. If the Hospitality Package is rescheduled, MBCH will use reasonable endeavours to arrange for the relevant Hospitality Package to be provided at the rescheduled date. The Client's Contract will remain valid and will not entitle the Client to cancel the Contract unless they are a Consumer in which case they will be offered a refund of the Total Cost only if they and their Guests cannot attend the rescheduled date.
- 12.7. If the Hospitality Package is cancelled by the Hospitality Provider, AELTC or MBCH the Client may cancel the Contract and shall be entitled to claim a refund of the Total Cost less MBCH's reasonable administration costs and any costs that MBCH is unable to recover from its suppliers, unless the Client is a Consumer in which case they shall be entitled to a full refund of the Total Cost.
- 12.8. Where a refund is sought, the Client must bring this to the attention of MBCH as soon as reasonably possible upon becoming aware of the cancellation, postponement or abandonment. Where applicable, the Client shall only be able to obtain a refund once in relation to the Tickets and for example, cannot claim a refund from MBCH if it has already received a refund from AELTC.

13. FILMING & PHOTOGRAPHY

- 13.1. During The Championships, various filming, photography and broadcasting takes place in the Venue. By attending the Venue, Guests consent to photographs, filming and sound recording of themselves as spectators and members of the crowd and grant their permission, free of charge, to AELTC, its licensees and those authorised by it, to use such photographs, films and recordings (including any copies) and for their image, likeness and voice to be included in pictures and/or on film and/or audio broadcasts or transmissions and their exploitation and advertising without compensation or credit. Guests acknowledge that any such use, and their agreement to such use, shall last in perpetuity.
- 13.2. The use of photographic equipment, mobile telephones, computers, tablets or other electronic devices, communication devices, audio-visual equipment or radios must not inconvenience any other person in the Venue or be used to capture, supply or transmit data for the purposes of betting or gambling (or assisting for these purposes). In particular, mobile telephones, computers, tablets or other electronic devices, communication devices, audio-visual equipment or radios must be switched off in and around the Courts in play. Personal headphones must be used when listening to radios inside the Venue.
- 13.3. Subject to clause 13.4 (for which AELTC grants the Guest a licence to use in accordance with the provisions of that condition), Guests in the Venue acknowledge and agree that AELTC is the sole legal and beneficial owner of any intellectual property rights (including copyright) in any images, footage or material taken or recorded in the Venue (including by the Guest) and Guests hereby assign any rights they may have in respect of such material to AELTC and waive all moral rights in the same.
- 13.4. AELTC grants Guests a licence to use photographs or images taken by that Guest at The Championships for non-commercial use. Save for such permitted use, any persons attending The Championships shall not record, use or transmit over the internet, radio, television or any other current or future media, any sound, image, recording or description of The Championships, the Venue or any match (including any results, statistics, information or other data in respect of the match, whether in whole or in part) or assist any other person(s) conducting such activities. Still photographs, film, videotape or other audio-visual material recorded within the Venue may not be sold, used or published commercially in any way whatsoever unless authorised by AELTC and may be confiscated by AELTC if such usage is suspected.
- 13.5. Recording or transmission in any form of moving images of any part of play at the Venue and The Championships for any purposes is prohibited.
- 13.6. Flashlight photography is forbidden in the Venue.

14. PERSONAL DATA

- 14.1. MBCH collects personal data about the Client and its Guests when the Client submits their Booking Request Form and when communicating with MBCH. MBCH collects and processes personal data in accordance with its Privacy Policy which is available on request or at <https://www.mikeburton.com/privacy-policy>.
- 14.2. MBCH will update your personal data whenever it can to keep it current, accurate and complete.
- 14.3. MBCH is contractually obliged to pass on the Guests personal data to the Hospitality Provider and to AELTC for ticket management and reporting purposes. By submitting the Booking Request Form the Client and its Guests consent to MBCH passing on this personal data.
- 14.4. Where the Client has provided explicit consent on the Booking Request Form, the Hospitality Provider and/or AELTC shall be entitled to send marketing communications to the Client.

15. MISCELLANEOUS

- 15.1. 'The Championships' and 'Wimbledon' are licensed from third parties. Nothing in the Contract operates to transfer or licence any right in or to those trademarks.
- 15.2. The Client is not an agent or partner of MBCH and has no authority to and will not make any representation nor give any warranties on behalf of, or in the name of MBCH nor incur or create any expense chargeable to, nor pledge the credit of MBCH.
- 15.3. Each party shall keep in strict confidence any confidential information (as understood generally by a normal business person) disclosed by one party to the other.
- 15.4. A waiver of any right under the Contract is only effective if it is in writing and signed by or on behalf of the waiving party, and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.
- 15.5. This Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 15.6. Subject to clauses 10.2 and 10.3, each party acknowledges that, in entering into this Contract, it has not relied on, and shall have no right or remedy (other than for breach of contract) in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in the Contract.
- 15.7. The Client shall not, without the prior written consent of MBCH, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract. MBCH may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 15.8. The Contract is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, anyone else except the Hospitality Provider and AELTC.
- 15.9. Any notice required to be given pursuant to this Contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the address of the party as set out in these booking terms, such other address as may be notified by one party to the other.
- 15.10. Your booking is with Mike Burton Corporate Hospitality Limited of Carter Court, 8 Davy Way, Quedgeley, Gloucester GL2 2DE (Company Number is 02649558).
- 15.11. The Contract and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction.