

Terms & Conditions for Hospitality Packages provided by Rugby Connections UK Limited

1 Interpretation

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

Conditions means the terms and conditions of sale set out in this document;

Contract means a legally binding contract for the purchase of a Hospitality Package made in accordance with Condition 2 of the Conditions;

Company means Rugby Connections UK Limited;

Customer means the purchaser of the Hospitality Package;

Event means the event to which the Hospitality Package relates, namely the RCUK Charity Rugby Sevens, which shall take place on September 10, 2009;

Schedule means the information concerning particular Hospitality Packages available at the Event and attached hereto as Schedule A (Hospitality Only Packages), Schedule B (Gala Dinner Only Packages) and Schedule C (Combined Hospitality and Gala Dinner Packages), respectively;

Hospitality Package means the Hospitality package to be sold to the Customer by the Company, containing security passes (if applicable) and/or ground access tickets;

Price means the price of the Hospitality Package detailed on the Company's invoice or as otherwise notified by the Company in writing;

Venue means the location where the Event is to be staged, namely The Athletic Ground, Richmond, London, TW9 2SS.

1.1 The headings in these Conditions are for convenience only and shall not affect their interpretation.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 Where the context dictates in these Conditions, the singular shall include the plural and vice versa and any gender includes the other gender.

1.4 The Schedules to these Conditions shall form part of and be construed in accordance with these Conditions.

2 Application of Conditions

2.1 By submitting a booking request for a Hospitality Package to the Company by email, telephone, fax or post, or through our website, the Customer shall be offering to enter into a Contract. The Company reserves the right to reject any booking request and a Contract shall only be formed once the Company sends express confirmation of a booking request to the Customer by a subsequent email or other written communication.

2.2 These Conditions shall apply to the Contract to the exclusion of any other terms and conditions.

2.3 Subject to Condition 3.1 of these Conditions, no variation of the Contract shall be binding unless agreed in writing by an authorised representative of the Company.

2.4 The Company's employees or agents are not authorised to make any representations concerning the Hospitality Package unless confirmed by the Company in writing. In entering into the Contract the Customer acknowledges that it does not rely on any such representations which are not confirmed in writing. This Condition shall not exclude any liability for, or remedy in respect of, fraudulent misrepresentation.

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

3 Variation

Whilst every reasonable effort will be made to ensure that the Hospitality Package is in accordance with the details as set out on the Schedule, the Company reserves the right in the Company's absolute discretion to make any changes to the Hospitality Package which do not in the opinion of the Company materially affect the quality of the Hospitality Package.

4 Price

4.1 The Company reserves the right, by giving written notice to the Customer at any time before delivery of the Hospitality Package, to increase the Price to reflect any increase in cost of the Hospitality Package to the Company including but not limited to any cost incurred by the Company without fault of the Company since the issue of the Schedule and/or invoice.

4.2 The Price shall be exclusive of value added tax which shall be paid by the Customer.

5 Terms of Payment

5.1 An invoice requesting payment of the full amount of the Price will be sent by the Company to the Customer once a Contract has arisen pursuant to Condition 2.1 above and the Customer shall pay the the Price in full (including any additional amount added after the Price was initially quoted to the Customer pursuant to Condition 4.1) no later than 30 days after the date of the invoice (time for payment being of the essence). Any late payment shall incur interest at the rate stipulated in Condition 5.3 (c) below.

5.2 Any additional fees or charges for any additional goods or services provided by or on behalf of the Company for the Customer at the Event at the Customer's request which are not included in the Hospitality Package shall be paid for in full by the Customer by an authorised credit card; such fees or charges may, alternatively, be invoiced to the Customer, if agreed in advance with RCUK.

5.3 If the Customer gives the Company notice in writing of its intention to cancel the Contract then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Contract and suspend provision of the Hospitality Package and any further Hospitality Packages to the customer and;

(a) where cancellation takes place within 28 days of the Event, the Company shall refund to the Customer any Price paid less a 25% cancellation fee; or

(b) where cancellation takes place within 21 days of the Event, the Company shall refund to the Customer any Price paid less a 50% cancellation fee; or

(c) where cancellation takes place within 14 days of the Event, the Customer shall be and shall remain liable to the Company for the Price in full and shall not be entitled to a refund of any Price paid and the Company shall be permitted to charge the Customer interest (both before and after any judgment) on any part of the Price unpaid at the rate of 4 per cent per annum on a daily basis above the Barclays Bank PLC's base rate from time to time, until payment of the Price is made in full.

6 Delivery

6.1 Delivery of the Hospitality Package shall be deemed to be made on the earliest occurrence of either; delivery of the Hospitality Package by the Company to the Customer, or delivery of the Hospitality Package by the Company to a third party carrier for delivery to the Customer.

6.2 Any dates quoted for delivery of the Hospitality Package are approximate only and the Company shall not be liable for any delay in delivery of the Hospitality Package however caused. Time for delivery shall not be of the essence unless previously agreed by an authorised representative of the Company in writing.

7 Risk and Property

7.1 Risk of damage to or loss of the Hospitality Package shall pass to the Customer:

(a) at the time of posting, if the Hospitality Package is to be posted by the Company to the Customer;
or

(b) at the time of the Company handing the Hospitality Package to a third party, if the Hospitality Package is to be delivered by a third party carrier.

7.2 Notwithstanding delivery and the passing of risk in the Hospitality Package, or any other provision of these Conditions, the property in the Hospitality Package shall not pass to the Customer until the Company has received in cash or cleared funds the payment in full of the Price and all other sums due to the Company from the Customer.

7.3 Until such time as property in the Hospitality Package passes to the Customer, the Customer shall hold the Hospitality Package as the Company's fiduciary agent and bailee, and shall keep the Hospitality Package properly stored, protected, insured and identified as the Company's property.

7.4 Until such time as property in the Hospitality Package passes to the Customer, the Company shall be entitled at any time to require the Customer to deliver the Hospitality Package to the Company and if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Hospitality Package is stored to repossess the Hospitality Package.

7.5 All Hospitality Packages are non-transferable and the Customer shall not be entitled to sell or to pledge or in any way transfer, or charge by way of security for any indebtedness any Hospitality Package.

8 Warranties & Liabilities

8.1 The Company will provide the Event using all reasonable skill and care. Except as otherwise provided in these Conditions, all other warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

8.2 The Event is subject to cancellation at the Company's discretion. If the Event is cancelled, the Company shall credit the Customer with any sum paid by the Customer as soon as reasonably practical. The Company shall not be liable for any additional loss or damage resulting from such cancellation.

8.3 The Company reserves the right to cancel, suspend or vary the operation of the Contract if events occur which are outside the reasonable control of the Company and the Company shall not be liable for any breach of contract, nor for any loss or damage, resulting from such an event.

8.4 The Company makes no representation that any individual player or participant shall appear at the Event.

8.5 The Company has no control over the operation of the Venue and accepts no liability for any acts or omissions on the part of persons operating the Venue or their servants, agents, employees or sub-contractors.

8.6 Any complaints concerning the Hospitality Package must be notified to the Company in writing promptly after the Event.

9 Limitation of Liability

9.1 Notwithstanding anything to the contrary contained in the Schedule or these Conditions, the Company shall not be liable to the Customer for any indirect or consequential loss or damage (including, without limitation, loss of revenue, loss of profits or loss of anticipated savings) arising out of or in connection with the performance or any breach of the Contract and the maximum liability of the Company to the Customer in aggregate for any and all claims made against the Company in contract, tort or otherwise under or in connection with the subject matter of the Contract shall not exceed the

total Price paid for the Hospitality Package by the Customer to the Company in respect of the Contract.
9.2 Nothing in this Condition 9 shall operate to exclude liability for death or personal injury resulting from the negligence of the Company.

10 Customer Default

10.1 The Company may without prejudice to any rights or remedies which it may have against the Customer defer or cancel the Contract if:

- (a) the Customer commits a material breach of any of its obligations under the Contract which is not capable of remedy; or
- (b) the Customer has committed a material breach of any of its obligations under the Contract which is capable of remedy but which has not been remedied within a period of 10 days following receipt of written notice to do so; or
- (c) the Customer enters into any compromise or arrangement with its creditors, or if an order is made or an effective resolution is passed for its winding up (except for the purposes of amalgamation or reconstruction as a solvent company) or if a petition is presented to court, or if a receiver, manager, administrative receiver or administrator is appointed in respect of the whole or any part of the other party's undertaking or assets; or
- (d) the Customer (if in business) ceases or threatens to cease to carry on its business; or
- (e) the Customer (if an individual) is made bankrupt; or
- (f) the Customer fails to pay the Price in full by September 4, 2009 following the issue of an invoice requesting payment of the Price.

11 Indemnity

The Customer shall indemnify the Company in full against and hold the Company harmless from all claims, costs, damages, liabilities, expenses (including but not limited to legal expenses) demands and judgments awarded against or incurred or paid by the Company as a result of or in connection with any and all acts or omissions of the Customer, its guests, employees, agents or subcontractors including but not limited to acts or omissions at the Event and any damage caused to the Venue by the Customer or its guests.

12 Venue Conditions and Miscellaneous Conditions

12.1 The Customer is responsible for its guests and will procure that its guests comply with these Conditions (where relevant) and with any rules, regulations and directions set down by the Company, and/or the Venue owner.

12.2 The Customer will not resell or otherwise transfer any part of a Hospitality Package.

12.3 The Customer will not use any or part of a Hospitality Package for any commercial, promotional or charitable purposes without the Company's prior written consent, but the Company reserves the right to use any intellectual property or analogous rights used and/or existing in relation to any Hospitality Package, for the post-Event publicity and marketing purposes of the Company.

12.4 The Customer will not display any signage, promotional material or other such items anywhere at the Venue without the Company's prior written consent.

12.5 The Customer shall be responsible for ensuring the good and orderly behaviour of its guests whilst at the Venue and shall ensure that any person behaving in an unruly or abusive manner shall leave the Venue if requested to do so by the Company and/or the authorised staff of the Venue owner.

12.6 As a minimum, smart casual attire is required in the facilities at the Venue and the Company reserves 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.

12.7 The Company accepts no responsibility for personal possessions brought into the Venue by the Customer or its guests.

12.8 The Customer shall be responsible for providing RCUK with notice of the Customer's particular requirements in relation to the Hospitality Package (including but not limited to the Customer's menu choice at the Gala Dinner) in a timely manner, but in no event later than August 27, 2009.

13 General

13.1 The Contract is personal to the Customer and the Customer shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Contract. The Company shall be entitled to assign or sub-contract any of its rights, benefits and interests in or under the Contract to third parties.

13.2 Notices shall be deemed to be served on delivery when delivered by hand, on receipt of a printout confirming due transmission when transmitted by electronic mail or facsimile, or 5 days after mailing if sent by mail, provided the postage is properly paid and such notice is correctly addressed to the respective party at the address made known by each party prior to entering into the Contract. If a party changes its address for notification purposes, then it shall give the other party written notice of the new address and the date on which it shall become effective.

13.3 No waiver by the Company of any breach of the Contract or these Conditions by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

13.4 Nothing in the Contract or these Conditions shall constitute or be construed as constituting a partnership or joint venture between the Company and the Customer or shall authorise either party to enter into contractual relationships or incur obligations on behalf of the other party.

13.5 An entity which is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract or these Conditions.

13.6 If any provision of these Conditions or the Contract is found by any competent authority or a court of law to be invalid or unenforceable for any reason, the invalidity or unenforceability of that provision will not affect the validity or enforceability of the remainder of these Conditions and the Contract shall continue in full force and effect.

13.7 These Conditions and the Contract 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.