

## **Terms & Conditions for Team 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 Team Package made in accordance with Condition 2 of the Conditions;

**Company** means Rugby Connections UK Limited;

**Customer or Team** means the purchaser of the Team Package, being a company wishing to enter a team in the Event;

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

**Schedule** means the information concerning particular Team Packages available at the Event and attached hereto as Schedule A (Contact Team Packages), Schedule B (Touch Team Packages) and Schedule C (Combined Contact and Touch Team Packages), respectively;

**Team Package** means the Team 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 Team 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 Team 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 Team 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 Team 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 Team Package which do not in the opinion of the Company materially affect the quality of the Team Package.

### **4 Price**

4.1 The Company reserves the right, by giving written notice to the Customer at any time before delivery of the Team Package, to increase the Price to reflect any increase in cost of the Team 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 Team 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 Team Package and any further Team 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 Team Package shall be deemed to be made on the earliest occurrence of either; delivery of the Team Package by the Company to the Customer, or delivery of the Team Package by the Company to a third party carrier for delivery to the Customer.

6.2 Any dates quoted for delivery of the Team Package are approximate only and the Company shall not be liable for any delay in delivery of the Team 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 Team Package shall pass to the Customer:

- (a) at the time of posting, if the Team Package is to be posted by the Company to the Customer; or
- (b) at the time of the Company handing the Team Package to a third party, if the Team Package is to be delivered by a third party carrier.

7.2 Notwithstanding delivery and the passing of risk in the Team Package, or any other provision of these Conditions, the property in the Team 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 Team Package passes to the Customer, the Customer shall hold the Team Package as the Company's fiduciary agent and bailee, and shall keep the Team Package properly stored, protected, insured and identified as the Company's property.

7.4 Until such time as property in the Team Package passes to the Customer, the Company shall be entitled at any time to require the Customer to deliver the Team 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 Team Package is stored to repossess the Team Package.

7.5 All Team 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 Team 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 Team 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 Team Package by the Customer to the Company in respect of the Contract. Without limiting any of the provisions in this Condition 9.1, compensation for playing injuries sustained

by any of the Team's players will be covered by the RFU's Standard Event/Tournament Insurance [click [www.rcuk7s.com/insurance](http://www.rcuk7s.com/insurance) for details], provided that the relevant paperwork has been completed at least two weeks prior to the Event.

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 Team is responsible for its players and will procure that its players comply with these Conditions (where relevant) and the Team and its players shall comply with any rules, regulations and directions set down by, (and any decisions of), the Company, the Venue owner, and any referee or official at the Event.

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

12.3 The Customer will not use any or part of a Team 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 Team Package and the Customer grants the Company a non-exclusive royalty-free licence to use any intellectual property or analogous rights in anything used by the Customer in connection with any Team Package, in each case 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 players whilst at the Venue and shall ensure that any player 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 The Team must submit the following information to the Company in a timely manner but in no event later than close of business on September 4, 2009. : (a)The Team's company name; (b)The Team's company address and postcode; (c) The email address of the Team captain; (d) The first and last name of each player; (e) The date of birth and gender of each player; (f) The Team's kit design in the Team's colours and the Team's company logo; (g) Each player's shirt and shorts sizes for the Team's kit; (h) A delivery address and a remittance address for the Company's invoice; and (i) The Team captain's mobile phone number (in order to facilitate the co-ordination of training sessions, if the Team wishes to bid for pre-Event Contact Sevens training with a coach).

12.7 The Team must ensure that each of its players attends the Event wearing correct regulation footwear and a gumshield.

12.8 If the Team wishes to enter the Contact Sevens tournament, the Team may bid for up to three specialist sevens players to form part of the Team. Once the sevens specialist(s) have been allocated to the Team by the Company, no request for any sevens specialist to switch teams will be considered.

12.9 If the Team wishes to enter the Contact Sevens tournament, the Team may bid for pre-Event training with a coach; if the Team does not wish to bid for pre –Event coaching, the Team must make a £500.00 donation to the Demelza Hospice Care for Children 'Coach for a Coach' appeal.

### **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.