

Sixways Terms and Conditions

The following terms and conditions of contract apply to all bookings for the use of facilities or for the supply of catering and bar services at Junction 6 Limited, Sixways Stadium, Warriors Way, Worcester, WR3 8ZE. In these terms and conditions, "Sixways" means Junction 6 Ltd and "the Client" means the person, group, company or other business entity booking the facilities or services at Sixways. Confirmation of any booking by the Client implies acceptance of this agreement.

- 1. Confirmation:** Confirmation of all bookings is required by Sixways. This may be by email, letter, fax or credit card. Bookings cannot be guaranteed unless confirmation is received not less than 14 days in advance for facility hire or 72 hours in advance for catering & bar services. Bookings made within 14 days of the hire date must be confirmed in writing at the time of booking. Final numbers of persons attending the function must be notified by the Client to Sixways not less than 72 hours prior to the start date.
- 2. Deposits:** Sixways reserves the right to require payment of a deposit by the Client at any time prior to the holding of any function. The amount of the deposit will be at the absolute discretion of Sixways and will not be refunded if the Client subsequently cancels the booking. The booking will not be accepted by Sixways if the deposit is not paid within seven days of being requested. All Deposits are non-refundable and non-transferable.
- 3. Charges:** The Client is responsible to Sixways for full settlement of all charges arising from the booking. The Client will be informed in advance of the basic charges to be levied for a particular function. Any additional costs arising after these charges have been notified must be agreed between Sixways and the Client before the appropriate services are provided. Where credit facilities are provided in respect of bar services the Client will have the opportunity to agree and sign for the service during the function.
- 4. Payment:** Payment must be made by cash, cheque, BACS payment or such credit cards as are accepted by Sixways. Credit facilities are available at the discretion of Sixways. All sums pursuant to this agreement are due for immediate payment upon presentation by Sixways to the Client of the appropriate invoice. Sixways reserves the right to charge interest at the rate of 2% for each 28 day period or part thereof on any outstanding balance. Tickets will not be released until we are in receipt of full cleared funds.
- 5. Cancellation:** If the Client cancels a facility hire, function or services, Sixways will apply the following charges based on the estimated total account due for the event:

- a. Cancellations six months in advance of the start date 25%;
- b. Cancellations between six months and one month in advance of the start date 75%;
- c. Cancellations between one month and one week in advance of the start date 100%;
- d. Cancellations within one week of the start date 100%

Cancellation of bookings for parties and events are non-refundable and non-transferable. Cancellation charges will include any pre-booked arrangements including but not limited to; catering and refreshments, audio visual equipment hire and services sub-contracted to third party suppliers.

Hospitality agreement forms are still binding for matches that are re-arranged for reasons out of our control e.g. TV commitments, police requests or weather conditions. Cancellation charges, as detailed above, will apply to re-arranged fixtures. We will endeavor to transfer your booking to another match to avoid a cancellation charge but this is subject to availability.

All our suites carry minimum chargeable numbers for delegates/guests when bookings are made on a breakdown of rates rather than a DDR (day delegate rate).

6. **Non arrival:** Non arrival by the Client for a function or facility hire will be deemed to be a cancellation and charged at 100% of the estimated total account for the function plus VAT at the prevailing rate.
7. **Licensing and Statutory regulations:** Sixways and all events at the ground and premises are subject to Statutory Regulations including those relating to fire precautions and entertainment. The regulations must be strictly observed. The provisions of the Licensing Act 1964 as amended must also be observed. Sixways undertakes on a weekly basis the testing of fire alarms and other equipment pertaining to health & safety. The tests are mandatory for the safety of all the staff and customers and must be conducted with an audible output. In case of fire, the Client shall be responsible for providing at the fire assembly point a minimal role of the people attending their function.
8. **Alterations & Amendments:** Sixways reserves the right to alter or amend the content of an event or to cancel an event for any reason. Should an event be cancelled, subject to availability, you may choose at your sole discretion to move your booking to alternative date or obtain a full refund from us see section 5 for full details.

Rooms are allocated on a suitability basis and we may, at our discretion, move your booking to an alternative room to that originally booked if it is deemed necessary. We will endeavor to inform you as soon as possible of any changes. In the unlikely event of a televised fixture, we reserve the right to move your booking or event to an alternative area.

9. **Personal Property:** Sixways accepts no responsibility for the loss of or damage to any property belonging to the Client, guests of the Client or other guests or visitors to Sixways while on the premises or within the grounds.

10. **Photographers:** Please note that photographers will be present at various matches and events throughout the season and some crowd/event photographs may be used for media purposes. You hereby consent to your image being used in this way. If you have any concerns or would like to discuss this further, please contact our Venue and Events Manager.

11. **CCTV:** CCTV is employed and operated within Sixways for the purpose of control and safety of visitors and spectators. Recorded images may be used as evidence.

12. **Employees of the Client:** Sixways reserves the right to refuse entry to the premises or grounds to any person employed by the Client or persons connected with the Client to provide services at a particular function. Sixways will be pleased to offer advice on the employment of suitable photographers, toastmasters, musicians, entertainers or other persons required in connection with a function.

13. **Food and Beverages:** No food or beverages may be brought into Sixways for consumption on the premises without prior written consent. If such consent is given a charge will be levied based on the estimated loss of revenue to Sixways. The provision of alcohol other than that purchased or supplied direct from Sixways is strictly prohibited.

14. **Finish Times:** Functions are required to finish at the time agreed when the booking was made. Extensions to this time might be possible with the advance prior consent of Sixways but Sixways reserves the right to levy a charge for any agreed amendment to the original finishing time. On a Matchday all bars will be closed two hours after the final whistle unless otherwise stated.

15. **Car Parking:** Car parking spaces are issued based on one space per four people in a party. A minimum of two hospitality places must be booked before parking is issued unless otherwise stated. Additional car parking passes will not be issued on the day of a match. However, a limited amount of parking is available to purchase prior to the event day. Under no circumstances are car park permits to be passed on, loaned or sold.

Sixways shall not be responsible for any damage or theft of any motor vehicle parked at the stadium. For conferencing clients parking will be included in your package

unless otherwise stated and your Conference Coordinator will advise which car park to use on the day.

16. **General Liability:** Sixways will not be liable for any failure to provide the contracted services in any of the following circumstances:
 - a. Industrial action by Sixways employees or employees of a supplier
 - b. Fire, lightning strike, aircraft impact, explosion, riot, civil commotion, malicious damage, storm, tempest, flood, burst pipes, earthquake or other impact which renders the premises unusable
 - c. Non-receipt of written bookings or confirmation
 - d. Breakdown of plant or any failure in the supply to Sixways of gas, electricity or water without prejudice to the foregoing and without inferring any liability
Sixways undertakes to use its best endeavors to alleviate any such inconvenience.

17. **Our Employees and Representatives:** We operate a zero tolerance policy relating to verbal or physical abuse towards our members of staff and will take every measure to enforce and uphold this policy. Failure to treat our staff courteously and with respect will result in the cancellation of your booking.

18. **Contract:** This contract shall not be assignable. This contract shall be governed by and construed in all respects in accordance with English Law.

19. **Damage:** The Client will be responsible for any damage caused to Sixways premises, grounds, and equipment or utensils therein by any act, default or neglect of the Client including by any sub-contractor of the Client or guest of the Client. The Client shall pay to Sixways on demand the amount required to make good or remedy any such damage or additional cleaning required.

20. **Smoking:** In line with government legislation, Sixways is a no smoking venue. Electronic smoking devices are not permitted within the perimeter of Sixways.

21. **Offers & Discounts:** Sixways may offer from time to time discounted rates and special offers; these offers are subject to availability and the above terms and conditions. Offers and discounts are at Sixways discretion and cannot be used in conjunction with any other offer. Sixways reserves the right to withdraw an offer at any time. Offer dates, times, availability and booking conditions will be discussed/confirmed at the time of your booking. Participants must quote the reference number and or the promotion type at the time of booking to qualify.

PRIVACY POLICY

Our privacy commitment to you can be found on our website sixways.co.uk/about/policies.