

CLIENT TERMS AND CONDITIONS

1. Event Booking Details

1.1 All bookings will be regarded as provisional until a signed copy of these Terms & Conditions and the Contract has been received from the client along with a non-refundable deposit for the required services. The Cooper Associates County Ground is not under any obligation to continue holding provisional bookings if these have not been received.

1.2 We reserve the right to refuse a booking without giving a reason.

1.3 We cannot accept bookings from anyone who is under the age of 18 years at the date of the booking.

1.4 We reserve the right to provide the event booking at either a different facility within the Ground or at external facilities near to the Cooper Associates County Ground in order to accommodate any construction and/or redevelopment works to the Cooper Associates Ground or in the event that the space is otherwise unavailable for reasons beyond the Club's control

2. Price & Payment

2.1 All prices quoted may be amended when agreed with the Client

2.2 Any query arising from an invoice must be notified in writing by the Client within 10 working days of the date of the invoice receipt. Failure to comply will render the full invoice payable on the due date.

2.3 It is strictly the responsibility of the representative of the Client confirming the booking to inform all relevant parties of the payment terms

2.4 Deposit – A deposit of 50% of the total fee shall be payable on confirmation of the order. The remaining 50% shall be known as the "balance". For Christmas Party bookings, a deposit of £10 per person shall be payable on confirmation of the order. The remaining amount due shall be known as the 'balance'

2.5 Balance Due – the balance of the total fee shall be payable 14 working days prior to the event date for Christmas bookings and 30 days after the event for all other bookings. A final invoice will be sent after the event together with any additional charges and booking amendments requested, agreed and authorised at the event.

2.6 Additional Expenses – any additional expenses or fees resulting from any changes made by the Client, that have

not been quoted in the agreed proposal but subsequently incurred by the Cooper Associates County Ground, will be invoiced after the event as part of the final invoicing process. Any queries must be raised within three (3) working days of presentation and payment shall be made in accordance with Clause 2.8.

2.7 Late Bookings – Should a booking be made within 20 working days of the event date, payment in full will be required to secure the event.

2.8 Methods of Payment:

By BACs Payment with Sort Code: 208724/ Account Number: 63480135

By Credit Card over the phone or in person at the Cooper Associates County Ground

By Cheque made payable to Somerset County Cricket Club LTD.

3. Cancellation

3.1 This clause applies to the following: where the Client (a) cancels the entire event, (b) cancels partial use of the facilities for the event or (c) reduces the duration of the event as a result of which the contracted value is reduced.

3.2 Should an event be cancelled, the following cancellation charges will apply and extend to the total charge which includes: any function room hire, equipment, pre-booked food and beverage charges.

Cancellation Clause %

- More than 120 working days prior to the event = Nil
- 120 to 61 working days prior to the event = 50%
- 60 to 31 working days prior to the event = 80%
- 31 working days or less prior to the event = 100%

3.3 All cancellations must be received in writing from the Client and will be deemed to take effect from the date of receipt.

3.4 The Cooper Associates County Ground reserves the right to cancel the Client's booking if there has been a change of more than 40% of the client's original contract. Written notification will be sent to the client.

4. Liability

During some events, the activities that the Clients will undertake may be inherently dangerous although all guests

are fully supervised throughout. As such neither the Cooper Associates County Ground and its employees or agents shall be liable for any damage, loss, delay or expenses caused to the Client, its employees, agents, licensees or invitees or any other persons attending the event except insofar as it results from the negligence of The Cooper Associates County Ground or breach of contract. Please note that during particular events and on certain activities it may be necessary to request individuals to sign a liability waiver on the day of the event (although the same does not purport to exclude liability for damage to personal property of the Client's employees or staff or property damage caused to the Client's property or personal injury arising as a result of the negligence of The Cooper Associates County Ground, in which instances Cooper Associates County Ground agrees to indemnify and hold the Client harmless against all such claims Cooper Associates County Ground shall provide Public Liability insurance cover of £5 million for each and every claim.)

5. Insurance and liability

5.1 The Client must arrange and maintain public liability insurance in respect of your obligations under this contract for a minimum of £5million. The Client will be required to present evidence to The Cooper Associates County Ground that such insurance is in force ten days prior to the Conference/Event start date. We strongly recommend that you obtain insurance which will cover your obligations under this contract including the payments due on cancellation by you. It is your responsibility to ensure that the insurance cover you purchase is adequate for your needs.

6. During the Conference

Meeting Rooms

Meeting rooms are available only for the time notified to the Client by the Conferences and Events Office. Extensions will only be possible with our agreement. Failure to vacate meeting rooms and/or the venue's premises by the due time will result in an additional charge being levied. Failure to remove possessions, equipment and/or vehicles amounts to a failure to vacate within this clause.

No pets are allowed except guide dogs.

Delegates are responsible for their own security and are advised to keep doors and windows locked when rooms are

unoccupied. Delegates are required to behave reasonably with due consideration for other guests. Persons under the age of 18 years must be adequately supervised by a responsible adult. Delegates must note and comply with fire notices. Fire equipment should only be used for emergency purposes. The Cooper Associates County Ground reserves the right to impose a charge for any improper or malicious use of fire equipment.

Equipment, furniture and fittings provided by The Cooper Associates County Ground should not be removed, tampered with or used improperly. If such items are moved for any reason they must be returned to their original positions prior to departure.

Delegates may park cars in the Cooper Associate County Ground car parks. The Cooper Associates County Ground cannot guarantee parking spaces which are subject to availability and on a first-come, first-served basis. Delegates must submit any registration details to avoid parking charges. Failure to do so may result in a fine and there will be administrative charges involved with removing these fines.

7. Exhibitions

7.1 This Clause shall apply only in respect of exhibitions, displays, trade fairs, demonstration events or any other event (referred to as 'Exhibitions') at which any person, firm or company by agreement with the Client occupies for the purposes of the Exhibition any portion of the Cooper Associates County Ground facilities (referred to as 'Exhibitors').

Risk Assessment

7.2 Prior to the Exhibition commencing, a risk assessment and/or assessment of the safety or security of individuals will be carried out by Somerset County Cricket Club where it is of reasonable opinion that such an assessment to be necessary. If such an assessment cannot be carried out by the personnel of the Club, we reserve the right to invoice you for the cost of such assessment.

Your Responsibilities

7.3 The Client will be responsible for ensuring that:

- a). all Exhibitors are aware of and comply with all relevant legal requirements and standards and all applicable Cooper Associates County Ground policies, rules and regulations;
- b). all Exhibitors have public liability

insurance for a minimum of £5 million;

c). The Client and the Exhibitors comply with all statutory provisions and regulations including those relating to Health and Safety and take all precautions possible to avoid fire and abide by all fire regulations;

d). neither the Client nor the Exhibitors shall attach to the floors, walls, furniture, fittings and other property of Cooper Associate County Ground any nails, screws, hooks or other fitments of any kind;

e). any electrical wiring installation required for the Exhibition is carried out by a qualified contractor approved by Cooper Associates County Ground and that it is carried out in accordance with all relevant regulations;

f). all electrical equipment of the Clients, the Exhibitors and any other person to be used at Cooper Associates County Ground premises must be tested for electrical safety by a 'competent qualified electrician' in accordance with the requirements of Electricity at Work regulations 1989 and HSE Guidance note GS 50, Electrical safety at Places of Entertainment;

g). all of the Client's property and the property of the Exhibitors is removed from the premises before the end of the Exhibition. In the event that property is not removed in accordance with this clause, Cooper Associates County Ground reserve the right to remove such property and to store or dispose of any items and to charge you for storage until the items can be returned to you or the Exhibitors. Cooper Associate County Ground shall have no obligation to take steps to return to you or the Exhibitors any items which have been left at the premises.

Compliance with Instructions

7.4 The Client must comply with, and you will be responsible for ensuring that all Exhibitors comply with the reasonable directions of Somerset County Cricket Club and our employees and agents. If the Client or any of the Exhibitors have any queries relating to the Exhibition, then these must be referred to Somerset County Cricket Club.

Storage

7.5 The Client and/or the Exhibitors may arrange for items to be couriered or delivered to the venue in advance of the Exhibition. Somerset County Cricket

Club agree to store such items until the commencement of the Exhibition and at your request our staff will move such items to the place where they are required on the first day of the Exhibition. Our liability shall be limited to loss or damage to such items caused by our negligence.

Equipment

7.6 The Client and the Exhibitors are responsible for all equipment, stands and other items brought into the premises. Our liability shall be limited to loss or damage resulting from our negligence.

8. Force Majeure

The Cooper Associates County Ground shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God (other than one arising from or related to directly or indirectly from volcanic ash), strikes, lockouts, accidents, war, fire, breakdown of plant or machinery

9. Severance

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

10. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.