

Essex  **Cricket**
CONFERENCE & EVENTS

TERMS & CONDITIONS 2022

IMPORTANT

If you are a CONSUMER: please be aware that clause 2 sets out which provisions of these Terms apply to you and which do not.

If you are a BUSINESS or CORPORATE BODY: all the provisions in these Terms apply to you apart from clause 2.

1. These Terms

- 1.1 These terms and conditions (**Terms**) apply when **you** (the **Client**) book a conference, function, party or other event (**Event**) with Essex County Cricket Club Ltd (**Essex Cricket** or **us**) to take place at our rooms and facilities in The Cloudfm County Ground (the **Venue**) on non-match days.
- 1.2 Please read these Terms carefully before you submit your booking to us. These Terms tell you how to book an Event, how to pay, your cancellation rights, how to amend your booking and other important information.
- 1.3 These Terms should be read in conjunction with, and shall apply to, the written contract issued by Essex Cricket confirming your booking including any subsequent Final Details (the **Contract**).
- 1.4 On entering into a Contract with Essex Cricket you warrant and undertake at all times, and procure all guests attending the Event shall, comply with the following policies:
- 1.4.1 our Alcohol Policy a copy of which be provided to you;
 - 1.4.2 our Code of Conduct; and
 - 1.4.3 our Fire, Health and Safety, Security and Event Instructions provided to you on the day of your Event,
- referred to as the **Policies**.
- 1.5 These Terms apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

THE PROVISIONS IN THIS CLAUSE 2 APPLY TO CONSUMERS ONLY**2. Consumer Provisions**

- 2.1 The following clauses in the Terms do not apply to a Consumer: 4.4, 5.4, 7.2 to 7.5, 8.2, 9.3.3, 12.3.2, 15, 19.6 and 20.2. The remaining clauses in the Terms and this clause 2 shall apply to all Consumers.
- 2.2 **Your rights if Essex Cricket suspends the Event.** Essex Cricket will contact you in advance to tell you we will be suspending the Event, unless the problem is urgent or an emergency. If we have to suspend, or tell you we are going to suspend, the Event for longer than 1 month, you may contact us to end the Contract. In each case we will refund any sums you have paid in advance for the Event for services not yet provided to you.
- 2.3 **You can end the Contract before the Event.** You may contact us at any time to end the Contract for the Event, but in some circumstances we may charge you certain sums for doing so. If you end the Contract before the Event then all related services and catering will also be cancelled.
- 2.4 **What happens if you have good reason for ending the Contract.** If you are ending the Contract for one of the reasons set out in clauses 2.4.1 to 2.4.4 below the Contract will end immediately and we will refund you in for any part of the Event which has not been provided. The relevant reasons are:
- 2.4.1 we have told you about an upcoming change to the Event or these Terms which you do not agree to;
 - 2.4.2 we have told you about an error in the price or description of the Event you have booked and you do not wish to proceed;
 - 2.4.3 there is a risk the Event may be significantly delayed because of events outside our control; or
 - 2.4.4 you have a legal right to end the Contract because of something we have done wrong.
- 2.5 **What happens if you end the Contract without a good reason.** If you are not ending the Contract for one of the reasons set out in clause 2.4, the Contract will end immediately but Essex Cricket may charge you a percentage of the price set out in the Contract calculated as per clause 7.4.
- 2.6 **Essex Cricket may end the Contract if you break it.** Essex Cricket may end the Contract at any time by writing to you:
- 2.6.1 if you fail to pay us in accordance with these Terms;
 - 2.6.2 if you breach the Contract or Terms;

- 2.6.3 if you do not provide us the information requested under clause 5;
- 2.6.4 if you become bankrupt or have bankruptcy proceedings (or other similar proceedings) issued against you; or
- 2.6.5 in the event of your death.

2.7 **You must compensate Essex Cricket if you break the Contract.** If Essex Cricket ends the Contract in the situations set out in clause 2.6 we will refund any money you have paid in advance for Event services we have not provided but we may deduct or charge you a percentage of the price calculated as per clause 7.4. depending on the date on which you end the Contract, as compensation for the net costs we will incur as a result of your ending the Contract.

2.8 **How long do I have to change my mind?** You have 14 days after the day Essex Cricket confirms your booking is accepted. If you cancel after this time, you must pay us the applicable sum set out in clause 2.5.

2.9 **How to end the Contract (if you have changed your mind).** To end the Contract with Essex Cricket, please let us know by doing one of the following:

2.9.1 Phone or email. Call our Conference and Events Team or email us using the 'Contact Us' details provided in the Contract. If you call us we will ask that you confirm your cancellation in writing. Please provide your name, home address, details of the Event and, where available, your phone number and email address.

2.9.2 By post. Complete and print the form in the box below and post it to us at the address on the form. Or simply write to us at that address, including details of the Event, when you booked it and your name and address.

(Complete and return this form only if you wish to withdraw from the Contract)

To: Essex Cricket Conference & Events, The Cloudfm County Ground, New Writtle Street, Chelmsford, Essex, CM2 0PG

Email: [address set out in Contract] / Telephone [number set out in Contract]

I/We [*] hereby give notice that I/We [*] cancel my/our [*] Contract for the following Event:

Name of consumer(s),

Address of consumer(s),

Event date,

The reason for cancellation is,

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

- 2.10 **How Essex Cricket will refund you.** If you qualify for a refund under these Terms Essex Cricket will refund you by the method you used for payment. However, we may make deductions as described in this clause 2.
- 2.11 **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind, Essex Cricket may deduct from any refund any amount incurred to organise, secure or have been incurred by Essex Cricket in respect of Event at the date of cancellation.
- 2.12 **When your refund will be made.** Essex Cricket will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind.
- 2.13 **How to tell us about problems.** If you have any questions or complaints, please contact our Event and Conferences Team using the 'Contact Us' details in the Contract, or in the event you have not been issued a Contract the general contract details set out on the Essex Cricket official website.
- 2.14 **Summary of your legal rights.** See the box below for a summary of your key legal rights in relation to the Event. Nothing in these Terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says:

(A) Your Event is carried out with reasonable care and skill, and if we cannot fix a problem get some money back.

(B) If you have not agreed a price beforehand, what you're asked to pay must be reasonable.

- 2.15 **Essex Cricket is not liable for business losses.** We are supplying the Event to you as a consumer for private use. If you use the Event for any commercial or business purpose we will have no liability to you for any of the losses set out in clause 19.5.

BOOKING AND CANCELLATION

3. Provisional Bookings

- 3.1 Essex Cricket retains the irrevocable and unconditional right to accept or reject a Client enquiry or provisional booking at its absolute discretion.
- 3.2 Essex Cricket shall hold your provisional booking in respect of an Event for a maximum of ten **working days** (a day, other than a Saturday, Sunday or public holiday in England within business hours (9am-5pm)). If you fail to confirm a provisional booking before the lapse of ten working days, the provisional date for the Event shall be released and reopened for new enquiries.
- 3.3 Where we receive two separate enquiries for the same date, the client who placed the first provisional booking enquiry shall be contacted by Essex Cricket, and shall be given right of first refusal to confirm their booking for the date in question within 2 working days. If the client fails to confirm their booking before close of business on the second working day following notification, Essex Cricket shall unconditionally be able to offer the client who placed the second booking enquiry the opportunity to secure the date by confirming their booking.
- 3.4 All bookings for the months between March and September of any year (**Fixture Period**) shall be on a provisional basis only, and any Events booked during the Fixture Period shall not be deemed to have been accepted by Essex Cricket until:
- 3.4.1 the relevant seasons cricket fixtures at the Venue during the Fixture Period have been confirmed; and
 - 3.4.2 Essex Cricket has notify you the provisional booking has been accepted by issuing you a Contract in accordance with clause 4 below.

4. Confirmation of Booking

- 4.1 Once you contact us to make a provisional booking for an Event, Essex Cricket will issue a Contract to you as soon as reasonably practicable if it accepts your offer.
- 4.2 No provisional booking shall be deemed to have been accepted until you complete the following steps to Essex Cricket's satisfaction:
- 4.2.1 complete and sign the Contract;
 - 4.2.2 return the Contract to a member of Essex Cricket's Conference & Events Team using the 'Contact Us' details provided in the Contract; and
 - 4.2.3 pay the deposit set out in the Contract to Essex Cricket (payment shall be deemed to have been made when Essex Cricket has received the deposit in cleared funds) to the bank account designated by Essex Cricket in the Contract.

4.3 By completing the steps in clause 4.2, you warrant and represent to Essex Cricket that the type of event and the event information contained in the Contract is accurate, true and correct in all respects.

4.4 Subject to specific exceptions set out in these Terms, any deposit paid by you in respect of an Event is non-refundable.

4.5 If you require a receipt of payment or an invoice for the Event, you will need to contact our Conference & Events Team to request one.

5. **Additional information requests and finalising your booking prior to an Event**

5.1 Essex Cricket will need certain information from you so that we can host the Event. We will contact you to ask for this information prior to agreeing the Contract, as part of formalising the Final Details (see clause 5.2) and general confirmations required from time to time. If you do not, within a reasonable time of us asking for it, provide us with this information, or you provide us with incomplete or incorrect information, we may either end the Contract or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. Essex Cricket will not be responsible for providing the Event, or not providing any part of the Event, if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

5.2 Essex Cricket may request that you provide additional or confirmatory details and information in a new function sheet (which will be issued to you by our Conference & Events Team) to enable us to prepare for and hold an Event, including (but not limited to) confirming the number of guests attending the Event and catering requirements (**Final Details**).

5.3 You must provide any Final Details requested by Essex Cricket in full no later than 10 working days prior to the day of the Event.

5.4 The date on which an Event is due to take place can only be amended or transferred once with the prior consent of Essex Cricket.

6. **Event Room Allocation**

6.1 Subject to clause 6.2, Client bookings and packages will be allocated by Essex Cricket to the most suitable room at the Venue based on the number of guests confirmed in the Final Details (the **Event Room**).

6.2 Essex Cricket reserves the right to move or change the Event Room to a different room within the Venue if numbers drop below the agreed minimum number set out in the Contract, or a more suitable room becomes available if a set room hire rate hasn't been charged.

7. **Cancellation and Refunds**

7.1 Essex Cricket reserves the right to cancel the Event for any reason (including, without limitation, under clauses 7.2, 8, 9, 12.2, 13.3, 15 and 16) and shall notify the Client of the cancellation as soon as possible. The parties agree that:

- 7.1.1 Essex Cricket shall not be in breach of these Terms or the Contract by virtue of cancellation or abandonment of the Event; and
- 7.1.2 on Essex Cricket notifying the Client of such cancellation the Contract shall automatically terminate (unless agreed otherwise between the parties) and any Event fee or deposit paid by the Client in relation to the cancelled Event shall be repaid within 10 working days.
- 7.2 Essex Cricket may cancel an Event if it has been unable to contact the Client between acceptance of the Contract and 3 weeks prior to the Event, having used reasonable endeavours to do so using the contact details provided by the Client in the Contract. Essex Cricket will give the Client a further 5 working day grace period to reply starting from the day that falls 3 weeks prior to the date of the Event. If the Client does not respond substantively prior to the expiry of the grace period stipulated, Essex Cricket may notify the Client that the Event has been cancelled and the Client will be charged 50% of the Contract fee based on provisional number of guests and Event Room hire cost.
- 7.3 If the Client wishes to cancel the Event or terminate the Contract it must to notify Essex Cricket in writing.
- 7.4 Essex Cricket may, at its sole discretion, offer the options or apply such charges specified below depending on how soon before the Event notice under clause 7.3 is given by the Client:
- 7.4.1 **Notice up to 12 weeks prior to the Event:** Subject to availability and the Fixture Period, Essex Cricket may offer the Client the option to transfer its booking or Event to an alternative date for no additional fee. If the Client cancels the Event, the relevant deposit will be retained and unconditionally released to Essex Cricket. If a Contract has been issued for the Event and the deposit has not yet been paid by the Client, the deposit in the Contract will become due and must be paid within 3 working days of the Client's notice to cancel.
- 7.4.2 **Notice between 2 – 11 weeks prior to the Event:** The relevant deposit will be retained and unconditionally released to Essex Cricket, if this has not yet been paid by the Client, the deposit for the Event will become due and must be paid within 3 working days of the Client's notice to cancel. The Client shall be liable to pay 50% of the full fee set out in the Contract (based on latest provisional numbers inclusive of room hire) within 3 working days of the Client's notice to cancel.
- 7.4.3 **Notice 2 weeks prior to the Event:** The relevant deposit will be retained and unconditionally released to Essex Cricket. The Client shall be liable to pay 100% of the full fee set out in the Contract (based on latest provisional numbers inclusive of room hire) and any additional losses or costs directly or indirectly incurred by Essex Cricket as a result of the Client's cancellation within 3 working days of the Client's notice to cancel.

7.5 For the avoidance of doubt, any cancellation by the Client under this clause 7 shall also be deemed to be notice to cancel any catering order under clause 13.

8. Cricket Fixtures and Conflicting Events

8.1 Essex Cricket reserves the right to cancel an Event due to:

8.1.1 rule, intervention or instruction of the government or applicable law;

8.1.2 request or instruction of its governing body;

8.1.3 occurrence or imposition of a domestic league, cup, competition or other cricket fixture during the Fixture Period;

8.1.4 the Venue being scheduled to host an international fixture; or

8.1.5 any concert or event of a size sufficient to require the majority of the Venue to host.

8.2 In the event Essex Cricket cannot accommodate the Event in another part of the Venue on the date in question and exercises its right to cancel a Client's Event under clause 8.1, Essex Cricket shall offer the Client a full refund (including its deposit). The refund shall be paid within 7 working days of the Client notifying Essex Cricket for it to proceed with the refund.

9. Ban on 18th & 21st Birthday Celebrations

9.1 It is the policy of Essex Cricket not to host 18th or 21st birthday parties or celebrations at the Venue.

9.2 When submitting your booking to us and confirming details in the Contract you will be asked to state the type and purpose of the proposed event. You warrant and represent that the description of the Event provided in the Contract is accurate and true.

9.3 If you omit to fully disclose or conceal the true nature of the Event, or the Event is (or is deemed by Essex Cricket to be) an 18th or 21st birthday celebration, then Essex Cricket reserves the unconditional right to:

9.3.1 immediately cancel or stop the Event;

9.3.2 eject the Client and its guests from the Venue; and

9.3.3 no refund shall be given.

PAYMENT AND PRICING

10. Pricing

- 10.1 Our indicative price list for conferences, functions, parties and other events at the Venue are set out on our website and may change from time to time.
- 10.2 The price payable for your Event (which includes VAT) will be set out in the Contract.
- 10.3 Essex Cricket may, by giving notice to the Client at any time before the Event, increase the price for the Event in the Contract to reflect any increase in costs due to:
- 10.3.1 any factor beyond the Essex Cricket's control (including foreign exchange fluctuations, increases in VAT, taxes and duties, and increases in labour or materials, any changes to caterers, food, beverages or menus, or other costs);
 - 10.3.2 any request by the Client to change the date(s), number of guests, catering or other details of the Contract; or
 - 10.3.3 any delay caused by any instructions of the Client or failure of the Client to give Essex Cricket the Final Details or accurate information.

11. Payment

- 11.1 Essex Cricket shall invoice the Client:
- 11.1.1 for the deposit, after issuing the Contract to the Client;
 - 11.1.2 for the Event (including any changes, increases or other costs), on or at any time after Essex Cricket accepts the Client's booking for the Event; and
 - 11.1.3 any subsequent increases in guest numbers, catering requirements, other services, costs or liabilities incurred under these Terms in relation to an Event will be invoiced separately where applicable.
- 11.2 The Client shall pay each invoice submitted by Essex Cricket:
- 11.2.1 on receipt (and no later than 10 working days prior to the Event); and
 - 11.2.2 in full and in cleared funds to a bank account nominated in writing by Essex Cricket, and
 - 11.2.3 time for payment shall be of the essence of the Contract.
- 11.3 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 11.4 Applications for credit may be subject to credit checks undertaken at Essex Cricket's discretion.

CLIENT CONDUCT AND UNDERTAKINGS

12. Undertakings

12.1 The Client acknowledges, agrees and undertakes that:

12.1.1 it shall be responsible at all times for its conduct, and the conduct and compliance of its guests with the Contract, Policies any other notices displayed at the Venue, and any other rules and regulations which may be in place from time to time;

12.1.2 due to fire, health and safety regulations from time to time, there is a maximum capacity for the Event Room notified in your Contract which you must adhere to;

12.1.3 the Client shall comply with all health, safety and security checks on admission to the Venue or during the Event that Essex Cricket may impose or deemed to be required from time to time;

12.1.4 the Client shall not alter the decorations, fixtures, fittings and furnishings of the Event Room;

12.1.5 the Client shall not fix or attach any equipment, devices, advertising or promotional materials to the interior or exterior of the Event Room, connecting stairwells or corridors, or the Venue without permission from Essex Cricket;

12.1.6 the Client shall use its best endeavours to ensure that any equipment it supplies for the Event or brings into the Venue (or if the equipment is owned by a guest, contractor or other third party engaged by the Client, procure that that guest, contractor or other third party is aware of and complies with the obligations in the clause) is in a good state of repair, used only for the purpose it is designed, is safety tested, set up correctly and in accordance with all health and safety and fire policies and monitored throughout the Event;

12.1.7 the Client shall not do or permit or suffer anything to be done which may be a nuisance to Essex Cricket, its staff, security, agents, suppliers, caterers, contractors or interfere with any other events that may be taking place at the Venue on the same day;

12.1.8 during an Event, Essex Cricket reserves the right to assess on an ongoing what constitutes acceptable levels of noise or behaviour, and the Client shall immediately comply (and procure its guests comply) with any instructions or warnings given by Essex Cricket to correct or stop such unacceptable noise or behaviour;

12.1.9 the Client shall indemnify Essex Cricket against all costs, charges, damages and other liabilities in connection with the Event or use of the Venue which may be incurred by the Client and/or its guests;

- 12.1.10 the Event Room must be vacated by the Client and its guests no later than 30 minutes after the time the Event is due to end (set out in the Contact). Bar facilities will close in accordance with the time set out in the Contract, or in case of a breach of the Policies or Contract by the Client or its guests, Essex Cricket reserves the right to immediately temporarily or permanently close the bar facilities for the remainder of the Event;
- 12.1.11 any guest who makes abusive or threatening comments, whether racially or sexually motivated or otherwise, or who, in any way, acts in an abusive or threatening manner, or whose presence, as determined by Essex Cricket, is a source of danger or nuisance to others, may be subject to expulsion from the Event and Venue; and
- 12.1.12 the Client shall, at its own expense, make good on demand any damage to the Event Room, Venue, its decorations, fixtures, fittings and furnishings caused by the Client, its guests or contractors, failing which Essex Cricket may make good any such damage and the reasonable expense of so doing shall be paid (without set-off or deduction) by the Client to Essex Cricket within 3 working days of demand;
- 12.2 In the event the Client or its guests fail to comply with any warnings or instructions given by Essex Cricket during the Event, or breach the undertakings in clause 12.1, then Essex Cricket shall have, at its sole discretion, the right to any of the following:
- 12.2.1 temporarily suspend the Event, bar facilities or catering until Essex Cricket is satisfied the Client and its guests are complying;
- 12.2.2 eject any non-complaint guests from the Venue; and/or
- 12.2.3 permanently abandon or close the Event Room and notify the Client and its guests they must vacate the Venue.
- 12.3 The Client acknowledges and understands that:
- 12.3.1 it has entered into the undertakings in clause 12.1 itself, and will procure the adherence and performance of the same by each of the Client's guests at the Event; and
- 12.3.2 if Essex Cricket takes any of the actions set out in clause 12.2, the Client shall not be entitled to a refund.

13. Catering and Special Dietary Requirements

- 13.1 Unless agreed otherwise in writing, Essex Cricket only accepts bookings on the condition that caterers appointed or employed directly by the Essex Cricket from time to time supply catering services for food and drink in the Venue (**Authorised Caterers**).
- 13.2 The Client shall not employ the services of any caterer other than the Authorised Caterers and shall not bring into the Venue any food or beverages (whether alcoholic or otherwise) with the express written consent of Essex Cricket.

- 13.3 If the Client, or any of its guests bring unauthorised food or drink onto the site of or into the Venue without the prior consent of Essex Cricket, then Essex Cricket shall (at its sole discretion) request for the Client to put the unauthorised items away out of sight, remove them from the Venue or the Club may confiscate any such unauthorised items. Any items confiscated under this clause shall be returned to the Client at the end of the Event. If the Client and its guests continue to breach this clause then Essex Cricket shall be entitled to exercise any of the rights set out in clauses 12.2.1 - 12.2.3 and additional charges may be applied.
- 13.4 The Client agrees to provide Essex Cricket with all catering orders and a complete and accurate dietary requirements list for the Client's guests, including full details of any food allergies, the names of the Client's guests and any other relevant information no later than 14 days prior to the Event.
- 13.1 Once the Final Details have been provided by the Client no refunds will be given for any subsequent decrease in catering numbers. Any increase in catering numbers will be charged accordingly.
- 13.2 Essex Cricket will pass on details of any dietary requirements to the Authorised Caterer. However, the Club does not guarantee that any of the food or drink products served at the Venue are free from nuts, wheat, lactose or any other allergens.

14. Car Parking

- 14.1 Essex Cricket cannot guarantee the availability of parking spaces at the Venue. If a Client requires parking spaces at the Venue for an Event it must enquire with Essex Cricket as to availability and the pre-book them with Essex Cricket, the last opportunity for which will be at the time the Final Details are confirmed. For the Client to book parking spaces Essex Cricket will require the relevant vehicle registrations to be confirmed in advance.
- 14.2 Essex Cricket outsources the operation of the carparks at the Venue to Smart Parking (UK) Limited (or such other third party contractor from time to time).
- 14.3 Any Client or guest parking in the Venue carparks is liable to pay the relevant car parking tariffs in accordance with the procedure stated on the information boards situated in those carparks (**Parking Charges**) which are in operation 24 hours a day.
- 14.4 Any Client or guest who fails to pay the correct Parking Charges will be liable to pay any fine, penalty notice or release fee issued by Smart Parking (UK) Limited. For the avoidance of doubt, Essex Cricket are not responsible for administering the rules governing car parking at the Venue or dealing with complaints or appeals.
- 14.5 Essex Cricket excludes all liability in respect of any Parking Charges incurred by the Client or its guests.

GENERAL PROVISIONS

15. Termination

15.1 Essex Cricket may terminate a Contract with immediate effect by giving notice to the Client if:

- 15.1.1 the Client fails to pay any amount due under the Contract on the due date for payment;
- 15.1.2 the Client commits a breach of any term of these Terms, the Contract or the Policies; or
- 15.1.3 the Client suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

16. Pandemic

16.1 The Client agrees that Essex Cricket shall not be in breach of performing its obligations under the Contract if it is prevented, hindered, suspended or delayed from performing its obligations due to the COVID-19 pandemic, variant or any subsequent wave of that pandemic, or any epidemic, virus or disease (**Pandemic**).

16.2 If clause 16.1 applies, Essex Cricket's obligations shall be suspended, and time for performance shall be extended until confirmed in writing by Essex Cricket that the Venue is open and available for bookings or able to host events again. The Client's obligations shall also be suspended, and the time for performance extended, to the same extent as Essex Cricket's under this clause.

17. Intellectual Property Rights

17.1 The Client shall not be entitled to use or exploit Essex Cricket's name, badge, marks, branding or any other intellectual property rights without prior written consent.

17.2 The Client agrees and consents to the use and reproduction by or on behalf of Essex Cricket of any photographs, audio, visual and audio-visual or electronic recordings of the Event and the guests in attendance, by all or any means and in all or any form of media for use on Essex Crickets official website, promotional material or other publications throughout the world in perpetuity for the purposes of advertising, merchandising, publicity and otherwise in medium.

18. Data Protection (GDPR)

Essex Cricket will comply with all applicable requirements of the Data Protection Legislation and any personal information will only be used in accordance with our Privacy Policy a copy of is available on our website at: <https://www.essexcricket.org.uk/privacy/>

19. Liability

19.1 References to liability in this clause 19 include every kind of liability arising under or in connection with these Terms including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

19.2 Nothing in this clause 19 shall limit the Client's payment obligations under these Terms.

- 19.3 Nothing in these Terms limits any liability which cannot legally be limited, including liability for:
- 19.3.1 death or personal injury caused by negligence;
 - 19.3.2 fraud or fraudulent misrepresentation; and
 - 19.3.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 19.4 Subject to clause 19.3, Essex Cricket's total liability to the Client shall not exceed the price of the Event set out in the relevant Contract.
- 19.5 Types of loss wholly excluded:
- 19.5.1 Loss caused by any circumstance outside Essex Cricket's reasonable control.
 - 19.5.2 Loss of profits.
 - 19.5.3 Loss of sales or business.
 - 19.5.4 Loss of agreements or contracts.
 - 19.5.5 Loss of anticipated savings.
 - 19.5.6 Loss of use or corruption of software, data or information.
 - 19.5.7 Loss of or damage to goodwill.
 - 19.5.8 Loss of or damage to any of the Client's property or equipment brought onto the site of the Venue.
 - 19.5.9 Indirect or consequential loss.
- 19.6 Unless the Client notifies Essex Cricket that it intends to make a claim in respect of an Event within the notice period of 3 months, Essex Cricket shall have no liability for that Event. The notice period for a claim shall start on the date the Event took place. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

20. Other General Terms

20.1 Notices.

- 20.1.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:
- 20.1.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service, at the address set out in the Contract; or
 - 20.1.1.2 sent by email, to the address specified in the Contract.

- 20.1.2 Any notice or communication shall be deemed to have been received:
- 20.1.2.1 if delivered by hand, at the time the notice is left at the proper address;
 - 20.1.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
 - 20.1.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume.
- 20.1.3 This clause 20.1 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 20.2 Essex Cricket shall not be in breach of these Terms nor liable for delay in performing, or failure to perform, any of its obligations under a Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the cancellation process in clause 8.2 shall apply.
- 20.3 The Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under these Terms.
- 20.4 If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Terms.
- 20.5 Unless it expressly states otherwise, these Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Conditions.
- 20.6 These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 20.7 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or their subject matter or formation.