



All orders for perimeter advertising or sponsorship procured by Matchday Limited shall be subject to these terms and conditions [(the "Terms")]: Definitions

1.1. In these Terms the following definitions shall apply:

"Advertising" means the package of display advertising Matchday shall procure for and on behalf of the Client at the Event as part of the Services;

"Business Day" means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;

"Client" means the company or person placing an Order with Matchday as set out on the Order Form;

"Client Materials" means any and all logos, text, images, symbols, advertising copy and other materials to be used by Matchday as part of, or in developing, the Advertising;]

"Contract" means the contract between Matchday and the Client for the supply of Services, comprising of these Terms, the Order Form [and any other terms agreed in writing with the Client];

"Event" means the [sporting] event in respect of which the Client wishes to purchase advertising space or sponsorship, as set out in the Order Form;

"Fee(s)" means the fee set out in the Order Form, or otherwise agreed in writing between the parties from time to time, and payable by the Client for the supply of the Services in accordance with these Terms;

"Intellectual Property Rights" means all patents, rights to inventions, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database right, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future anywhere in the world;

"Matchday" means Matchday Limited incorporated and registered in England and Wales with company number 08344694 whose registered office is at Unit 21, 1 Battersea Square, London SW11 3RZ [(and **"we"**, **"us"** and **"our"** shall be interpreted accordingly)];

"Order" means the Client's Order for the Services set out in the Order Form;

"Order Form" means the Order Form [attached to these Terms];

"Services" means the [provision of sports advertising and sponsorship sales services supplied by Matchday in accordance with these Terms in respect of, amongst other things, static and LED perimeter advertising, or such other services agreed between Matchday and the Client from time to time;

[**"Venue"** means the place at which the Event is taking place as set out in the Order Form;

2. In these Terms a reference to "writing" or "written" includes faxes and e-mails.
3. The Order constitutes an offer by the Client to purchase Services/Advertising in accordance with these Terms.
4. All quotations are made and all Orders are accepted subject to these Terms. Orders are only accepted at the earlier of Matchday confirming them in writing or Matchday [providing the Services to the Client] [procuring the display of the Advertising at the Event on behalf of the Client], and form a binding agreement between the parties. All other terms, conditions or warranties are excluded from the Contract unless expressly accepted by Matchday in writing (order acknowledgements do not constitute such acceptance). No conditions of purchase submitted by the Client or implied by trade, custom, practice or course of dealing shall be applied to the Contract and any failure by Matchday to challenge any such terms does not imply acceptance.
5. In the event of a conflict between these Terms and the specific terms and conditions of an Order Form, the latter shall prevail.
6. [The Contract constitutes the entire agreement between the parties. The Client acknowledges it has not relied on any statement, promise, undertaking or representation made or given by or on behalf of Matchday which is not set out in the Contract. If any statement, undertaking or representation has been made to the Client by or on behalf of Matchday upon which the Client wishes to rely it shall only be entitled to do so if that statement, undertaking or representation is attached to, or endorsed on, the Order Form [by



- a duly authorised officer of Matchday] [and then only if Matchday subsequently confirms in writing to the Client that the Client is entitled to rely on the same.]
7. The Contract is between Matchday and the Client as principals and neither the benefit nor the burden is assignable by the Client without the Matchday's prior written consent. The Contract may be assigned, novated, sub-contracted or otherwise disposed of by Matchday.
 8. Subject to these Terms, Matchday shall provide the [Services] as set out in the Order Form.
 9. Matchday:
 - 9.1 warrants to the Client that the Services will be provided using all reasonable care and skill; and
 - 9.2 subject to Clause 21, shall use its reasonable endeavours to procure the Advertising.
 10. Matchday shall have the right to make any reasonable changes to the Advertising which are necessary to comply with any applicable law or regulatory requirement, or which do not materially affect the nature or quality of the Advertising, and shall notify the Client as soon as reasonably practicable following any such change.
 11. The Client shall:
 - 11.1. ensure that the terms of the Order are complete and accurate;
 - 11.2. co-operate with Matchday in all matters relating to the Services;
 - 11.3. provide Matchday with such information and materials as Matchday may reasonably require in order to supply the Services, including Client Materials, and ensure that such information is accurate in all material respects;
 - 11.4. provide the Client Materials to Matchday in the timescales and in such format notified by Matchday from time to time;
 - 11.5. ensure and warrants that Client Materials comply with any law, regulation, code or advertising practice applicable in the jurisdiction in which the [Client Materials/Advertising] will be displayed and that Client Materials will not be defamatory, obscene or offensive; and
 - 11.6. ensure the Client Materials adhere to any instructions or requirements specified by Matchday, [and if they fail to do so the Client shall pay any additional fees [notified to the Client by Matchday] for any additional work involved in Matchday ensuring such compliance].
 12. If Matchday's performance under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation ("**Client Default**"):
 - 12.1. Matchday shall be entitled [, in its discretion,] to repeat the use of any Client Materials previously provided by or on behalf of the Client or otherwise decide the advertising to be used at the Event;
 - 12.2. Matchday shall without limiting its other rights or remedies have the right to cancel or suspend [performance of the Services] [display of the Advertising] until the Client remedies the Client Default, and rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays Matchday's performance of any of its obligations;
 - 12.3. Matchday shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from Matchday's failure or delay to perform any of its obligations under this Clause 12; and
 - 12.4. Matchday shall be entitled to Charge the Client the full amount of the Fees or retain any Fees already paid; and/or
 - 12.5. [the Client shall reimburse Matchday on written demand for any costs or losses sustained or reasonably incurred by Matchday arising directly or indirectly from the Client Default.]
 13. Unless otherwise agreed in writing, the Client shall pay the Fees in full within 7 days of the date of the invoice and prior to the date of the Event [(whichever is the sooner)] (the "**Due Date**"). Time for payment shall be of the essence of the Contract. Matchday shall be entitled to issue invoices at any time after the Order Form [has been submitted by the Client]. No payment shall be deemed to have been received until Matchday has received cleared funds to its nominated bank account.
 14. Unless otherwise specified on the Order Form all Fees shall be exclusive of VAT or other applicable taxes and shall be payable in Sterling. All VAT and other applicable taxes shall be payable to Matchday in addition to the Fees.
 15. If the Client fails to make payment of any amount due to Matchday by the Due Date Matchday shall be entitled without prejudice to any other right or remedy to:-



- 15.1. [suspend, withdraw or cancel any Advertising at the Event; and/or
 - 15.2. charge interest on a daily basis (after as well as before judgment) on any amount outstanding until the date of payment at the rate of 4% per annum above the base rate of the Bank of England (or such other amount as may from time to time be permitted by the Late Payment of Commercial Debts (Interest) Act 1998), together with any statutory debt recovery costs.
 16. All amounts due under the Contract will be paid in full without any deduction, withholding, set-off or counterclaim in whole or in part (other than as required by law).
 17. [Matchday reserves the right to refuse, withdraw or cancel advertisements submitted to it as part of the Advertising ("Client Content") [at its absolute discretion] [and in such circumstances, other than where this arises as a result of a breach of the Contract or warranty by the Client, Matchday shall refund any Fees paid by the Client.]
 18. The Client shall ensure and warrants that the Client Materials do not [and will not] infringe the Intellectual Property Rights of any person.
 19. The Client shall indemnify and keep fully indemnified on demand Matchday from and against any and all costs, claims, liabilities, losses, damages, proceedings and expenses of any nature incurred by Matchday arising from or in connection with any breach of the Client's warranties in the Contract.
 20. All Intellectual Property Rights in the materials forming part of the Advertising, other than in the Client Materials, and any other Intellectual Property Rights or physical materials created during the provision of the Services shall vest in and be the absolute property of Matchday. The Client hereby grants to Matchday a non-exclusive, royalty-free, transferrable licence to use the Client Materials and any Intellectual Property Rights therein [for the term of the Contract] for the purposes of providing the Services. [The licence granted to Matchday is strictly limited to, and Matchday shall use the Client Materials solely for, this purpose.]
 21. The Client acknowledges and accepts the ability of Matchday to procure the Advertising and provide the Services is subject to the co-operation of the third party organiser of the Event [which is outside the reasonable control of Matchday] and is subject to their policies and practices and the continued availability of advertising space for the Event. The Client acknowledges and accepts that where the actions or omissions of the third party organiser of the Event, or any other third party acting on their behalf, make the procurement of the Advertising impracticable or impossible Matchday shall, at its discretion [(acting reasonably)] and [without liability to the Client], be entitled to cancel the procurement of the Advertising and/or terminate the Contract forthwith. In this event, Matchday shall use all reasonable endeavours to procure alternative and [reasonably] [, to the extent reasonably practicable,] equivalent advertising to the Advertising for the Client at the same or a different event.
 22. Subject to Clauses [23 to 26], Matchday's maximum aggregate liability to the Client in respect of all claims arising out of or in connection with the Contract (whether for breach of contract, in negligence or any other tort, under statute or otherwise) will be limited to the Fees [paid to Matchday by the Client].
 23. Subject to Clauses [25 and 26], Matchday will not be liable to the Client in contract, negligence, tort or otherwise for any claim, damage, loss or costs resulting from the failure of Advertising to appear in any specified position or at any specified time during the Event, [or from the cancellation, delay or postponement of the Event resulting in the failure or delay of Advertising to appear on the date(s) specified in the Order], save that Matchday shall refund any Fees paid in respect of such Advertising which does not appear at the Event.
 24. Subject to Clauses [25 and 26], neither party will be liable to the other in contract, negligence, tort or otherwise howsoever arising for any claim, damage, loss or costs in respect of:
 - 24.1. any loss (whether direct or indirect) of revenue, business or profit;
 - 24.2. any loss (whether direct or indirect) of anticipated savings;
 - 24.3. any loss (whether direct or indirect) of goodwill or injury to reputation;
 - 24.4. any loss (whether direct or indirect) of business opportunity;
 - 24.5. any loss (whether direct or indirect) of or corruption to data; or
 - 24.6. any indirect, consequential or special loss or damage howsoever caused.
- For the avoidance of doubt, the sub-clauses in this Clause [24] are intended to be severable.



25. Nothing in the Contract will limit either party's liability for death or personal injury resulting from the negligence of that party or its officers, agents, employees or sub-contractors; or fraud or fraudulent misrepresentation; or any other matter in respect of which liability cannot by applicable law be limited.
26. Nothing in the Contract will exclude, limit or restrict either party's liability for any claim for payment under an indemnity contained in the Contract.
27. Subject to Clauses [23 and 26], neither party will be liable to the other in contract, negligence, tort or otherwise howsoever arising for any claim, damage, loss or costs in respect of:
 - 27.1. any loss (whether direct or indirect) of revenue, business, profit, anticipated savings, goodwill, business opportunity, data, injury to reputation or corruption of data; or
 - 27.2. any indirect, consequential or special loss or damage howsoever caused. For the avoidance of doubt, each of the heads of loss set out in this Clause [21] are intended to be severable.
28. Neither party will be liable to the other for any delay or non-performance of its obligations under the Contract, other than an obligation to make payment, arising from any cause or causes beyond its reasonable control including without limitation: [delay, cancellation or postponement of the Event,] act of God, governmental act, war, fire, flood, explosion, strike, riots, lockout, terrorist activity or threat, civil commotion or disorder.
29. Without prejudice to any other rights or remedies, either party shall be entitled to terminate (in whole or in part) the Contract and/or to receive forthwith upon demand payment of all monies due and payable if:
 - 29.1. the other party makes or proposes any voluntary arrangement with its creditors or becomes subject to an administration order or becomes bankrupt or goes into liquidation;
 - 29.2. an encumbrancer takes possession or a receiver is appointed over any of the property or assets of the other party;
 - 29.3. the other party becomes unable to satisfy its debts as they fall due or ceases or threatens to cease to carry on business;
 - 29.4. the other party commits or allows to be committed any material breach of the Contract and the breach is either incapable of remedy or (if capable of remedy) fails to remedy that breach within [30] days after receiving written notice of the breach.
30. If any provision of the Contract shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of the Contract which will remain in full force and effect. If any provision of the Contract is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted or amended, the provision in question will apply with such modification(s) as may be necessary to make it valid.
31. No waiver of or delay or failure by either party to exercise any rights or remedies (and/or the continued performance of the Contract) shall constitute a waiver of that or any other right or remedy nor shall it prejudice or preclude any future or further exercise thereof.
32. Except as otherwise provided in the Contract, a person who is not a party to the Contract shall have no right pursuant to the Contracts (Rights of Third Parties) Act 1999 (the "Act") to enforce any terms of the Contract.
33. [Dispute resolution/escalation – short form. – **Mediation**
34. The parties agree that any dispute or claim arising out of or in connection with the Contract (whether in contract, tort or otherwise) and any non-contractual obligations arising out of or in connection with it shall be governed by and determined in accordance with the laws of England and in the case of proceedings issued against either party shall be subject to the exclusive jurisdiction of the English courts.