



**HOSPITALITY TERMS AND CONDITIONS**  
**CHARLTON ATHLETIC FOOTBALL COMPANY LIMITED**  
**Football Season 2025/26**

These terms and conditions (**Conditions**) and any documents referred to in these Conditions apply to any Hospitality Booking with Charlton Athletic Football Club Limited (**CAFC** or the **Club**) for the Football Season 2025/26.

Please see <https://www.charltonafc.com/policies/privacy-policy> for details of how CAFC uses and protects your personal data and those of any Guests. This website page also identifies your rights and those of your Guests regarding your or their personal data including accessing this information.

**THESE CONDITIONS APPLY TO ANY HOSPITALITY BOOKING BY ANY CUSTOMER AND YOU AGREE TO BE BOUND BY THESE CONDITIONS.**

## **1 DEFINITIONS**

1.1 In these Conditions, the following words shall have the following meanings:

“**Agreement**” means the agreement between CAFC and the Customer consisting of the Confirmation Letter, the Schedule of Benefits, these Conditions and any other documents referred to in them;

“**Benefits**” means the benefits and entitlements set out in the Schedule of Benefits;

“**Confirmation Letter**” means the letter/email from the Club to the Customer confirming the Benefits purchased to be counter-signed/acknowledged by email by the Customer and forming part of this Agreement;

“**Consumer**” means an individual acting for purposes wholly or mainly outside his or her trade, business, craft or profession, as defined in the Consumer Rights Act 2015;

“**Cup Competition**” means any cup competition run by the Football League Limited (trading as the English Football League or EFL) or UEFA from time-to-time;

“**Customer**” means the person entering into this Agreement with the Club;

“**Facility**” means the relevant hospitality lounge, bar or executive box at the Stadium specified in the Confirmation Letter and Schedule of Benefits;

“**Fee**” means the fee for the relevant Hospitality Booking set out in the Confirmation Letter and as subject to the terms of Clause 3;

“**Ground Regulations**” means the regulations in force from time-to-time governing access to, and behaviour in, the Stadium, which are available on the Club’s website and are displayed at the Stadium;

“**Guest**” means a person invited by the Host or Customer to use the Facility, where such a right is included within the Benefits;

“**Hospitality Booking**” means the hospitality package for the Match(es) or the Season as specified in the Confirmation Letter issued to the Customer by the Club;

“**Host**” means the Customer, if the Customer is a natural person, or, if otherwise, that person nominated by the Customer as their representative when the Facility is being used by, or on behalf of, the Customer;

“**League**” means the relevant football league competition operated by the Football League Limited

“**Match(es)/Matchday**” means a home fixture or fixtures of the relevant Team played at the Stadium in the League or Cup Competition as specified in the Confirmation Letter.

“**Parties**” means the Club and the Customer;

“**Season**” means the period from 1 August 2025 until 31 May 2026 or such other period of time as may be specified in the Confirmation Letter during which the Club provides the Benefits to the Customer;

“**Schedule of Benefits**” means the list of benefits attached to the Confirmation Letter applicable to the Facility;

“**Stadium**” means The Valley, Floyd Road, Charlton, London SE7 8BL which shall include, for the avoidance of doubt, all hospitality areas used to deliver the Benefits;

“**Teams**” means the Men’s and Women’s First Teams playing for the Club in the League or relevant Cup Competition during the Season.

1.2 Headings are illustrative only.

1.3 Where the context allows the singular shall include the plural and vice versa.

1.4 The word “including” will be construed without limitation unless inconsistent with the context.

## **2 OFFER AND ACCEPTANCE**

2.1 Subject to Clause 2.2, the Club will provide the Benefits to the Customer for the Season or the Match(es) as specified in the Confirmation Letter, subject to the Customer’s acceptance of the Confirmation Letter and subject to the terms of this Agreement.

2.2 By signing or approving the Confirmation Letter the Customer is deemed to have accepted this Agreement.

2.3 This Agreement will prevail over any other terms and conditions (including any terms and conditions that the Customer may seek to impose on CAFC). If there is

any inconsistency between this Agreement and any other rules, term and conditions of CAFC, this Agreement shall take priority.

- 2.4 The Club is not obliged to issue a Confirmation Letter to a person applying for a Hospitality Booking and any such application can be rejected in the Club's absolute discretion. Where the Club is unable to accept an application for a Hospitality Booking, the Club shall contact the Customer to confirm that their application has not been accepted.
- 2.5 The Customer must ensure that all information set out in any application for a Hospitality Booking is full and accurate in all respects and must immediately notify CAFC of any errors or omissions. Failure to do so could result in the Benefits being removed in full or in part (at the Club's absolute discretion) without compensation by the Club to the Customer.
- 2.6 The Benefits are not valid for any events at the Stadium other than those specified in the relevant Confirmatory Letter and Schedule of Benefits. For example, unless expressly stated in the Confirmatory Letter, Benefits granted for League fixtures will not automatically extend to fixtures in any Cup Competition.
- 2.7 The Parties' entry into this Agreement is conditional upon a safety certificate for the Stadium being granted by the appropriate authorities and maintained for the Season
- 2.8 In the event that any CAFC Team Match at the Stadium to which a Customer is entitled to the Benefits is required to be played 'behind closed doors' or with a reduced spectator capacity and the Benefits are not valid for entry to the Stadium, the Club may provide alternative services to the Customer at its absolute discretion. If it is possible for the Club to offer digital access, such alternative services may include digital access to such matches ordinarily provided under your Benefits, subject to the Club having all appropriate rights to broadcast the same. Delivery of any such alternative services may be subject to additional terms & conditions (which will be made available to the Customer prior to any affected Match).

### **3 FEES AND CHARGES**

- 3.1 The Customer agrees to pay the Fee to the Club in return for provision of the Benefits.
- 3.2 The Fee shall be subject to VAT which shall be paid by the Customer to the Club in addition to the Fee.
- 3.3 The terms of payment of the Fee by the Customer (either (a) in full in cleared funds within 2 business days of receipt of an invoice for the Fee from the Club, for the Match(es) or the Season to which they relate or (b) (in the case of Hospitality

Bookings for the Season only, in instalments agreed by the Club) will be specified in the Confirmation Letter. If not so specified in the Confirmation Letter, the Fee must be paid in full and in cleared funds by the Customer before any Benefits are required to be delivered by the Club and the Club will not be obliged to issue tickets for any Match(es) covered by the Hospitality Booking until the Fee is so paid by the Customer.

- 3.4 If it has been agreed that the Fee will be paid in instalments to the Club, the VAT element due on the total Fee shall be paid to the Club with the first instalment of the Fee. Benefits being paid for under an instalment payment scheme will be subject to any additional terms and conditions of that scheme.
- 3.5 If instalment terms have been agreed between the Club and the Customer, it is a material condition of those terms that valid payment card details are provided to the Club.
- 3.6 Any additional charges due for goods and services not included within the Benefits (for example drinks) must be paid for by the Customer at the time of purchase or, if an immediate payment facility is not available, within 5 days of the Club's request for payment.
- 3.7 If the Customer fails to pay the Fee, any instalment of it, or any other charges for additional goods and services supplied by the Club when due, the Club may, without prejudice to any other rights and remedies available to it as a matter of law, take any or all of the following actions:
  - 3.7.1 if instalment terms have been agreed with the Club, charge the outstanding amount due to any payment card supplied together with interest at the rate of four percent (4%) above the base rate for the time being of the Bank of England;
  - 3.7.2 withdraw the instalment facility;
  - 3.7.3 require any remaining balance to be paid in full immediately together with interest at the rate set out at Clause 3.7.1;
  - 3.7.4 suspend the provision of the Benefits and access to the Facility in whole or in part until payment of outstanding amounts due by the Customer to the Club is made; and/or
  - 3.7.5 terminate the Customer's Hospitality Booking and make it available to other persons. CAFC will have no liability to the Customer in the event that the Customer is unable to make use of any Hospitality Booking during the Season or at a Match or any Matches due to the late payment of any sum by the Customer.

- 3.8 In the event that CAFC: (a) terminates the Hospitality Booking and resells the Benefits relating to the remainder of the Season for any remaining Matches or (b) suspends the Hospitality Booking and resells the Benefits for any Matches during the period of suspension, the Customer will remain liable to CAFC for the full Fee for the Benefits relating to the Hospitality Booking (it being acknowledged and agreed that in these circumstances CAFC will have incurred substantial time and effort in reselling these Benefits for the remaining Match(es) and may not be able to recover the full amount for such Match(es)).
- 3.9 The Club shall be entitled to recover all reasonable administrative or legal costs incurred as a result of the Customer's delay or failure to pay sums due to the Club and for the collection of those amounts by the Club.
- 3.10 The Club shall be entitled to seek payment from the Customer for any amounts of money due by the Customer but not previously claimed/invoiced under this Agreement as a result of error, omission or inconsistency in any invoice submitted for a period of three (3) years from the date of the original invoice.
- 3.11 The Customer shall not be entitled to withhold or set off against any sums due to the Club more than a reasonable proportion of any amount payable under the Agreement to the Club because of any disputed claim of the Customer in respect of the Facility or Benefits or any other alleged breach of the Agreement.
- 3.12 All Hospitality Bookings are made on a non-refundable basis.
- 3.13 Alterations of Hospitality Bookings must be requested in writing, and will only be accepted at the sole and absolute discretion of CAFC. Booking alterations are always subject to any applicable adjustment to the Fee.
- 3.14 Once a Hospitality Booking is made, the Customer will not be able to cancel the booking unless agreed by CAFC (such agreement to be in the Club's sole discretion and in exceptional circumstances only).

#### **4 WARRANTIES, UNDERTAKINGS AND TICKETING**

- 4.1 The Customer warrants and represents that it is legally able and has the power and authority to enter into and perform this Agreement.
- 4.2 The Club may refuse to permit entry to the Stadium or Facility if a valid entry card, pass, ticket or voucher is not exhibited on request. Entry to the Stadium is subject to the Ground Regulations. Loss or theft of an entry card, pass, ticket or voucher must be reported to the Club in writing.
- 4.3 The Customer will remain responsible for the use of that entry card, pass, ticket or voucher unless reported. The Club may charge a fee of £20.00 for issuing a

replacement access card or pass if the Club accept the Customer's request for replacement.

4.4 The Customer undertakes to the Club that:

4.4.1 the Host shall act as the authorised representative of the Customer at each Match;

4.4.2 the Customer, Host and Guests shall conduct themselves in a manner befitting the good reputation and integrity of the Club at all times whilst : (i) engaging with the Club or its' representatives (including players); (ii) when travelling to/from or attending any Club match or other Club event(s); (iii) when otherwise attending the Stadium and Facility; (iv) when active on any public forum, including Club social media pages; and/or (v) when otherwise associating themselves with the Club (whether individually or as part of a group);

4.4.3 the conduct of the Customer, Host and Guests shall be in accordance with the Ground Regulations together with any specific additional terms and conditions which may be notified to you as applicable to the relevant category of ticket;

4.4.4 the Customer shall maintain a list of the names, addresses and /or email addresses of the Guests attending each match and shall provide such list to the Club on the last working day before each Match;

4.4.5 the Customer shall maintain a list of the names and addresses of any individuals to whom any match tickets purchased by the Customer have been provided by the Customer and shall provide such list to the Club on request;

4.4.6 the Customer shall comply with the terms and conditions of any ticketing services (including any mobile apps or other platforms) made available by the Club in respect of the delivery of the Benefits, and any reasonable instructions of the Club in respect of the same; and

4.4.7 the Customer, Host and Guests shall adhere to any relevant dress code relevant to the Facility that may be communicated by the Club from time to time.

4.5 Unless prior written consent has been obtained from the Club, no part of the Benefits may be transferred, sold, offered for sale, auctioned for gain or profit or used as giveaways or prizes in any competition run by, or on behalf of, the Customer or in conjunction with a third party.

- 4.6 The unauthorised sale or disposal of a Hospitality Booking and/or ticket relating to such booking may amount to a criminal offence under section 166 of The Criminal Justice and Public Order Act 1994, as amended by section 53 of The Violent Crime Reduction Act 2006 and/or The Ticket Touting (Designation of Football Matches) Order 2007. CAFC will inform the police in the event it becomes aware that a Hospitality Booking or associated ticket has been sold illegally and will press for charges to be brought against those breaking the law. If the Customer is convicted of a ticket touting offence, or CAFC reasonably suspects the Customer has committed such an offence, CAFC will notify the League who may in turn notify other League clubs and/or the relevant law enforcement authorities. The information that CAFC shares may include the Customer, Host and Guests' personal data, information about the offence and about ticket purchases (including payment details). CAFC will use this to identify and prevent ticket touting offences and disorder at matches
- 4.7 The Customer shall be liable for the costs of all repairs, damage or claims suffered, incurred by or intimated to the Club as a direct or indirect result, of any act or omission of the Customer, Host or Guests whilst in the Facility or at the Stadium.

## **5 ALCOHOL**

- 5.1 The Customer shall at all times comply with applicable licensing laws in force from time to time and all other relevant bye-laws and regulations when in attendance at the Stadium or any Facility.
- 5.2 The Club, in its sole discretion, reserves the right to refuse to serve alcohol to any Customer, Guest or Host.
- 5.3 The Customer:
- 5.3.1 shall ensure that the Host and Guests do not remove alcohol from the Facility; and
  - 5.3.2 shall not, and shall procure that the Host and Guests shall not, bring to or serve alcoholic drinks or other beverages in the Facility, other than those supplied by the Club, without the PRIOR written permission of the Club.

## **6 SMOKING/VAPING**

- 6.1 It is a criminal offence to smoke or vape, or knowingly permit smoking or vaping, in the Stadium or Facility. Customers, Hosts or Guests failing to adhere to the no-smoking/vaping rule may be refused entry to the Stadium or Facility, or requested to leave and referred to the authorities. Breach of this Clause 6 may lead to termination of this Agreement.

## **7 SEATING**

- 7.1 The Club may, in its reasonable discretion, relocate the Customer, Host and Guests to an alternative Facility and accompanying seats within the Stadium for any match played at the Stadium. Exercise of this right includes but is not limited to the following situations:
- 7.1.1 if the Club is required under the rules of a competition to provide the Facility or seating for the use of the competition organiser and/or visiting team;
  - 7.1.2 if the section of the Stadium in which the Facility or accompanying seats is located has been closed; or
  - 7.1.3 for safety, security or other operational reasons, including pursuant to any Stadium restrictions.
- 7.2 If relocation occurs, the Club shall offer an alternative facility and seats and use its reasonable efforts to ensure that such alternative facility and seats are of at least a comparable standard to the Facility, failing which the Club shall refund a proportional amount of the Fee (to be determined at the Club's sole discretion).

## **8 FILMING, PHOTOGRAPHY AND TAPING**

- 8.1 All Customers and Guests who enter the Stadium acknowledge that photographic images and/or audio, visual and/or audio-visual recordings and/or feeds (and/or stills taken therefrom) may be taken of them and may also be used, by way of example and without limitation, in televised coverage of the game and/or for promotional, training, editorial or marketing purposes by the Club, the League, or others (including commercial partners and accredited media organisations), and use of a ticket/season ticket to enter the Stadium constitutes consent to such use. You further acknowledge that photographic images and/or audio, visual and/or audio-visual recordings and/or feeds (and/or stills taken therefrom) may be used (by the Club or by a third party, such as a law enforcement body) to identify you as an individual, where permitted by data protection laws, for the purposes of preventing or detecting crime, or any breach of this Agreement or any other applicable terms and conditions.
- 8.2 If any person is under 18 years of age, the parent, guardian, or responsible adult who is accompanying them into the Stadium shall be deemed to have provided consent on their behalf.
- 8.3 All Customers and Guests agree that the Match(es) for which a Hospitality Booking has/have been purchased are public, and that their appearance and actions inside and in the perimeter of the Stadium where a Match occurs are



public in nature, and that they shall have no expectation of privacy with regard to their actions or conduct at any Match(es).

- 8.4 The Club, and any person authorised by the Club, may create images and/or audio-visual video footage of Customers and Guests attending the Stadium. Where this occurs, the Club owns all rights in such images and footage, and the Club is entitled to use any of those assets and allow others to use those assets with its permission, for any purpose whatsoever. Use of a Ticket/Season Ticket by a Customer or Guest to enter the Stadium constitutes acknowledgement and consent to the Club's ownership of those assets.

## **9 EVENTS OUTSIDE THE CLUB'S CONTROL**

- 9.1 If the Club is prevented from honouring this Agreement or any material part of it (temporarily or permanently) as a result of the occurrence of any event beyond the Club's reasonable control (including but not limited to war, invasion, Stadium restrictions, terrorism, strikes, industrial disputes or actions, fire, flood, explosion, decision of any court, judicial body of competent jurisdiction, unavailability of materials, transportation, power or other commodity, acts of God, acts of government or other prevailing authorities, postponement or cancellation of football matches as required by football regulatory authorities or default of third parties) then the Club shall be relieved from its obligations under this Agreement for the period of that event and such non-performance shall not constitute a breach of the Agreement.
- 9.2 Where circumstances arising from such an event continue for a period of 30 days or more the Club shall be entitled to terminate this Agreement forthwith by notice in writing to the Customer, subject only to refunding a proportional amount of the Fee.

## **10 BREACH AND TERMINATION**

- 10.1 If the Customer, Host or any Guest (whether individually or as part of the group) breaches this Agreement, the Ground Regulations or any specific additional terms and conditions which may be notified to the Customer as applicable to the relevant category of ticket, or if the Customer, Host or any Guest commits or facilitates any criminal offence while traveling to/from or attending any Match involving the Club or other Club event(s), the Club may at its sole discretion (and without any refund or compensation being payable save as otherwise agreed by the Club in writing without any obligation to reach such agreement) take any or all of the following steps:

10.1.1 issue a warning;

10.1.2 refuse entry to the Stadium or Facility;

- 10.1.3 eject the relevant person/Guest from the Facility or Stadium as applicable;
  - 10.1.4 exclude the relevant person/Guest from any or all future entry to the Stadium during the Season and/or withdraw their ability to buy any or all tickets for such period as the Club considers appropriate during the season, in all of the circumstances;
  - 10.1.5 confiscate and/or deactivate any access card, voucher or pass for the remainder of the Season;
  - 10.1.6 terminate this Agreement;
  - 10.1.7 impose any sanctions in respect of future seasons; and/or
  - 10.1.8 take separate legal action.
- 10.2 The Club shall be entitled, in addition to its other rights, to terminate this Agreement immediately by giving notice in writing at any time if the Customer:
- 10.2.1 is in breach of any of its other obligations and such breach is not remedied (if capable of remedy) within 3 business days of receipt of written notice specifying the breach and requiring it to be remedied; or
  - 10.2.2 being a corporate entity, goes into administration (including the lodging of a notice of intention to appoint an administrator), receivership or liquidation or any analogous event occurs; or
  - 10.2.3 being a corporate entity, otherwise becomes insolvent or makes any arrangement with its creditors.
- 10.3 To the fullest extent permitted by law, the Customer will be liable to the Club for all and any losses, damages and liability of whatever nature and however arising (including reasonable legal costs) as a result of any breach of the Customer's obligations, undertakings and warranties specified in this Agreement.

## **11 EFFECT OF TERMINATION**

- 11.1 In addition to the Club's other rights and remedies, if this Agreement is terminated prior to its intended expiry (otherwise than as a result of the Club's breach or events set out in Clause 9), the Customer shall immediately pay to the Club all amounts of the Fee outstanding prior to the date of such termination, to the extent that the Club is unable to recover its losses by selling the Benefits to another party. The Club shall be entitled to deactivate the Customer's access card(s)/ticket or require the return of any Stadium or Facility entry card, ticket, pass or voucher.

## 12 CANCELLATION AND REFUNDS

- 12.1 The Customer may cancel this Agreement at any time on written notice within 14 days from the date on which this Agreement is entered into (being the date of signature/acceptance of the Confirmations Letter) (the “**Cancellation Period**”).
- 12.2 To exercise the right to cancel, the Customer must inform the Club of its decision to cancel the Agreement by a clear statement (e.g. a letter sent by post to CAFC Commercial Team, The Valley, Floyd Road, Charlton, London SE7 8BL). If the Benefits have not been made available to the Customer during the Cancellation Period, the Club will reimburse to the Customer all payments received from the Customer. If the Benefits (or any part thereof) have been made available to the Customer during the Cancellation Period, the Customer shall pay to the Club an amount which represents the proportion of the Facilities and Benefits already provided by the Club until the Customer has communicated to the Club its intention to cancel the Agreement.
- 12.3 If the Customer cancels the Agreement after the expiry of the Cancellation Period, the Customer shall remain liable for the entire Fee or any outstanding instalments of the Fee due to the Club unless the Club resells the Benefits pursuant to Clause 3.
- 12.4 If the Club resells the Benefits, or remaining Benefits as the case may be, the Customer will remain liable for the difference between the total amount payable by the Customer and the proceeds from the resale, if less, and for reasonable administration charges and collection costs. Any refund of sums already paid will be calculated proportionally against the number of matches that have taken place (or other Benefits which have been made available) at the time of cancellation but will only be paid after all sums due to the Club by the Customer under this Agreement or (where the Customer is not acting as a Consumer) any other agreement with the Club, have been met.
- 12.5 Any amount due by the Customer to the Club on cancellation shall be paid within 5 days of the date of the Club’s invoice or request for payment. The Club may deduct any and all sums payable by the Customer to the Club under this Agreement from any and all sums payable by the Club to the Customer under this Agreement or (where the Customer is not acting as a Consumer) any other agreement with the Customer.
- 12.6 The Club is not obliged to provide a refund or compensation if Match dates or times for which the Benefits are initially valid are unsuitable for the Customer, Host or Guests or if the Customer or any Host or Guest is unable to attend Matches included within the Benefits.
- 12.7 If a home match fixture is postponed or cancelled, the Benefits shall be valid for the rearranged or rescheduled fixture. Refunds will be at the discretion of the

Club, unless stated otherwise in this Agreement and may be subject to production by the Customer of written evidence substantiating the refund claim.

### **13 ASSIGNATION AND TRANSFER**

13.1 The Club reserves the right to assign or license the fulfilment of the provision of the Benefits or any of them to a third party and the Club shall ensure that the Customer's rights shall not be prejudiced in the event of such assignation or transfer. The Customer may in some cases transfer the Benefits under the Agreement, but only with the prior written consent of the Club. Any such requests to transfer or otherwise make any changes to the Benefits, including to names or contacts details, should be sent to [commercial@cafc.co.uk](mailto:commercial@cafc.co.uk).

### **14 VARIATION**

14.1 Unless the Customer is a Consumer, any change made by the Customer to this Agreement will only be valid if it is in writing and signed by both Parties.

### **15 NOTICES**

15.1 All notices given under this Agreement shall be in writing and shall be sent to the addresses of the Parties as specified in the Application. Any such notice shall be considered to be properly served if sent by pre-paid post or delivered personally.

### **16 PERSONAL DATA**

16.1 The Club is a data controller in respect of personal data submitted by the Customer and will hold and process personal data for legal and administrative purposes and, where permitted, for marketing purposes (including relating to renewals and the sale of any other match tickets). The personal data provided to the Club shall be processed, stored and transferred in accordance with the terms of the Club's privacy policy, which is available at [cafc.co.uk](http://cafc.co.uk).

### **17 GENERAL**

17.1 CAFC reserves the right in its absolute discretion to change these Conditions from time to time. In this eventuality, CAFC will notify the Customer should such changes materially affect the rights of any Customer.

17.2 Each of the clauses in this Agreement operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

17.3 The invalidity or partial invalidity of any provision of this Agreement shall not prejudice or affect the remainder of the terms and conditions comprising this Agreement, which shall continue in full force and effect.

- 17.4 CAFC's failure to exercise, or delay in exercising, any right, power or remedy provided by this Agreement or by law shall not constitute a waiver of that right, power or remedy.
- 17.5 CAFC will be entitled to assign or sub-contract any of its rights, benefits and interests in or under this Agreement to any third parties. The Customer will not assign, transfer or charge the benefits of any Hospitality Booking without the express prior written consent of CAFC.
- 17.6 Except as expressly set out in this Agreement and with the exception of the League or the Football Association, nothing in this Agreement is intended to confer on any person any right to enforce any Condition of a Contract which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
- 17.7 This Agreement and any disputes under it will be governed and construed in accordance with the laws of England and Wales and each party will irrevocably submit to the exclusive jurisdiction of the English and Welsh courts