



These Conditions of Issue, which for the avoidance of doubt includes the Booking Form, set out the terms upon which Birmingham City Football Club PLC (the "Club") will provide hospitality services to you. Your signature, or that of your representative, on the Booking Form signifies your acceptance of the Terms & Conditions of Entry and your agreement to comply strictly with them.

These Conditions of Issue consist of three sections:

- **Section A:** The terms that apply to all Hospitality Memberships;
- **Section B:** The terms that apply to Hospitality Memberships in Executives Boxes only; and
- **Section C:** Supplemental Terms and Conditions.

## Section A: This section applies to all Hospitality Memberships

### 1. DEFINITIONS AND INTERPRETATION

a. In these Conditions of Issue, the following definitions shall apply:

"**2022.23 Season**" means the football season running from 1<sup>st</sup> July 2022 until 30<sup>th</sup> June 2023 inclusive.

"**Booking Form**" means the booking form containing the details of your booking and which forms part of these Conditions of Issue.

"**Conditions of Issue**" means these terms and conditions including the Booking Form.

"**Deposit**" means an amount equal to 10% of the Fee which must be paid in advance in order to secure the Hospitality Membership.

"**Executive Box**" means the individual executive box referred to on the Booking Form (if applicable) which you are entitled to occupy in accordance with these Conditions of Issue.

"**Fee**" means the fee payable to the Club for the provision of the Hospitality Membership as stated on the Booking Form plus value added tax.

"**Fee Balance**" means the Fee minus the Deposit.

"**Fixture Times**" means 2 hours prior to kick-off and one hour after the final whistle of each Match during the 2022.23 Season.

"**Football Authority**" means each of the Premier League, the English Football League, the Football Association, FIFA, UEFA and any other relevant governing body of association football.

"**Ground Regulations**" means the ground regulations issued by the Club and/or any Football Authority from time to time that set out the terms and conditions upon which spectators are granted entry into the Stadium, copies of which are available on the Club's website at [www.bfc.com](http://www.bfc.com) or upon request.

"**Guest**" means any person on whose behalf you have purchased the Hospitality Membership (whether such person is identifiable at the date of purchase or otherwise).

"**Hospitality Membership**" means the right to receive the hospitality services and occupy (as the case may be) the Executive Box, Seat(s) and/or Lounge set out on the Booking Form for the Purchased Match(es) in accordance with these Conditions of Issue.

"**League**" means the league in which the Club is participating in during the 2022.23 Season.

"**Licensed Areas**" means the areas licensed to you for your use during the Fixture Times pursuant to clause 2(a).

"**Lounge**" means the lounge within the Stadium referred to on the Booking Form (if applicable) which you are entitled to occupy in accordance with these Conditions of Issue.

"**Match**" means any competitive match in which the Club's men's first team plays at the Stadium during the 2022.23 Season.

"**Maximum Occupancy**" means the capacity of the Executive Box as set out in the Booking Form.

"**Purchased Match**" means the Match(es) for which the Hospitality Membership is to be provided to you, as specified on the Booking Form.

"**Seat**" means (where provided as part of the Hospitality Membership) the seat within the Stadium referred to on the Booking Form (or such other seat as may be determined by the Club from time to time) which you are entitled to occupy in accordance with these Conditions of Issue.

"**Stadium**" means St. Andrew's Stadium, Birmingham, B9 4RL.

"**Supporter Code of Conduct**" means the supporter code of conduct in place from time to time as issued by the Club, local authority, government or any Football Authority including any code of conduct issued to prevent the spread of Covid-19.

"**Terms & Conditions of Entry**" means these Conditions of Issue (inclusive of the Booking Form), the Ground Regulations and the Supporter Code of Conduct, copies of which are available on the Club's website at [www.bfc.com](http://www.bfc.com) or upon request.

b. In these Conditions of Issue, a reference to:

- A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- Any obligation on you not to do something includes an obligation not to agree or allow that thing to be done by your Guests, and to use your best endeavours to prevent such act or thing being done by a further third party.
- A clause is to a clause of these Conditions of Issue.

c. The Booking Form forms part of these Conditions of Issue and shall have effect as if set out in the full body of these Conditions of Issue.

### 2. ISSUE OF HOSPITALITY MEMBERSHIP

a. Subject to the Terms & Conditions of Entry, the Club permits you and your Guests to:

- occupy the Executive Box and/or Lounge; and/or
- occupy the Seat(s);

together, the "**Licensed Areas**", during the Fixture Times at the Purchased Match(es).

b. It is acknowledged and agreed that you and your Guests shall occupy the Licensed Areas at the permitted times as a licensee and no relationship of landlord and tenant shall be created between you and the Club by these Conditions of Issue.

c. The Club shall retain control, possession and management of the Licensed Areas and you have no right to exclude any of the Club's shareholders, directors, employees, officers, agents, sub-contractors or representatives from the Licensed Areas at any time, including for the avoidance of doubt, during the Fixture Times.

d. The Hospitality Membership is issued for your sole use and save as permitted within these Conditions of Issue, you shall not resell, dispose of, assign, transfer, lend or otherwise deal with the Hospitality Membership or the benefit of it to any other person without the prior written consent of the Club. The reference to reselling the Hospitality Membership includes but is not limited to reference to offering to sell the whole



or part of the Hospitality Membership, exposing the whole or part of the Hospitality Membership for sale, or advertising the whole or part of the Hospitality Membership is available for purchase.

- e. Without prejudice to its rights under clause 2(f), the Club shall be entitled at any time, and without liability, to require you to transfer to an alternative space elsewhere within the Stadium and you shall immediately comply with such requirement. For the avoidance of doubt, in the case of Hospitality Membership in a Lounge, this includes a transfer from the table within the Lounge at which you may usually sit.
- f. The Club reserves the right in its sole discretion to temporarily allocate you an alternative seat in the Stadium if:
  - i. the part of the Stadium in which your Seat is located is closed for operational reasons, maintenance, repairs or re-structure;
  - ii. the visiting club is allocated part of the Stadium in which your Seat is located for a Match;
  - iii. the relocation is necessary in order to comply with any requirements of any Football Authority in respect of any Match played at the Stadium;
  - iv. the Club, the police or any other relevant authority consider that a relocation is necessary in the interest of safety, public order or crowd control; or
  - v. the Club decides to close a specific section or sections of the Stadium.

### 3. ADMISSION

- a. By purchasing and/or using the Hospitality Membership, you agree, acknowledge and undertake:
  - i. to be bound by and comply with the Terms & Conditions of Entry;
  - ii. to be responsible for the actions of your Guests at all times whilst they are at the Stadium and to ensure they comply with the Terms & Conditions of Entry;
  - iii. not to obstruct, damage and/or disrupt any area of the Stadium;
  - iv. that you, or in the case of a corporate or unincorporated body, an officer or senior manager of such body, shall be present during all times in which the Hospitality Membership is utilised;
  - v. to observe all reasonable verbal instructions from members of the Club's staff;
  - vi. not to do anything at the Stadium, which is illegal or which may become a nuisance (whether actionable or not) or cause damage, annoyance, inconvenience or disturbance to the Club, any other attendee at the Stadium or the occupiers of any property neighbouring the Stadium;
  - vii. to display any accreditations or passes issued by the Club at all times within the Licensed Areas and any other part of the Stadium when making use of the Hospitality Membership;
  - viii. not to consume food or beverages in any part of the Stadium, including the Licensed Areas, which have not been purchased from the Club;
  - ix. not to do anything that will or might vitiate in whole or in part any insurance effected by the Club in respect of the Stadium from time to time;
  - x. not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices on the exterior of, in or on, the Licensed Areas or elsewhere at the Stadium without the prior written consent of the Club;
  - xi. not to take alcohol to or consume alcohol at or whilst in your Seat (or any other part of the Stadium bowl); and
  - xii. that the Licensed Areas, and any and all furnishing and equipment is, and shall at all times remain, the property of the Club and to keep the same in good condition (fair wear and tear excepted) making good any damage occurring and returning the same to the Club in like condition at the expiry of the Hospitality Membership.
- b. You further acknowledge and agree that:
  - i. you have no right under these Conditions of Issue to occupy the Licensed Areas outside of the Fixtures Times at the Purchased Matches; and
  - ii. the Club reserves the right to licence the Licensed Areas to any third party outside of the Fixtures Times at the Purchased Matches, without liability or refund to you.
- c. Purchase of Hospitality Membership for the Purchased Match(es) does not guarantee a ticket for any of the Club's other Matches, away matches or any other event held at the Stadium.
- d. Nothing in these Conditions of Issue shall permit you to use the Hospitality Membership during any Match other than the Purchased Match(es).
- e. Without prejudice to any of the Club's other rights or remedies under these Conditions of Issue, the Club reserves the right to refuse admission, or to eject, from the Stadium any individual that fails to comply with the Terms & Conditions of Entry.

### 4. CONTRACT INFORMATION

- a. A contract whereby you agree to purchase, and the Club agrees to supply, Hospitality Membership upon these Conditions of Issue shall be created upon you and the Club signing the Booking Form. Once a completed and signed Booking Form has been submitted, you may not cancel this contract, save in accordance with your statutory and common law rights.
- b. Where you are applying for the Hospitality Membership on behalf of a Guest or Guests, you will be deemed to be acting with the consent of each Guest for whom you are making the purchase, including acting with their authority to agree to these Conditions of Issue on their behalf. You agree that you shall procure that each Guest complies with the Terms & Conditions of Entry.

### 5. PAYMENT TERMS

- a. In order to secure the Hospitality Membership, a non-refundable Deposit is payable within 3 working days of the date of signing the Booking Form, or at least 24 hours prior to the Purchased Match, whichever date is earlier. The Club reserves the right to suspend or cancel the Hospitality Membership without notice in the event the Deposit is not paid in accordance with this clause.
- b. Upon submission of the Booking Form, the Club will raise an invoice for the Fee detailing the agreed payment schedule.
- c. Unless expressly stated otherwise on the Booking Form:
  - i. In the event you have selected payment of an invoice on the Booking Form, payment of the Fee Balance will be due in full within 30 (thirty) days of the date of the invoice.
  - ii. In the event you have selected payment by standing order on the Booking Form:
    - a. You agree that the obligation to pay the Fee in full arises in its entirety on the date of the invoice, notwithstanding any agreed instalment payment dates; and



- b. You will be required to set up the standing order and send confirmation of this to the Club in writing within 3 working days of the date of signing the Booking Form, or at least 24 hours prior to the first Purchased Match, whichever date is earlier.
- iii. In the event you have selected payment by credit or debit card on the Booking Form:
  - a. You agree that the obligation to pay the Fee in full arises in its entirety on the date of the invoice, notwithstanding any agreed instalment payment dates; and
  - b. You agree to make payment by providing your card details to the Club over the telephone.
- iv. For payment across 3 monthly instalments, whether that is by standing order or credit or debit card, the Fee Balance will be payable across 3 (three) equal instalments with each instalment being payable on the 1<sup>st</sup> working day of the months stipulated on the Booking Form.
- v. For payment across 6 monthly instalments, whether that is by standing order or credit or debit card, the Fee Balance will be payable across 6 (six) equal instalments with each instalment being payable on the 1<sup>st</sup> working day of months stipulated on the Booking Form.
- d. The sale of Hospitality Membership is subject to you providing the Club with full payment of the relevant price. The Club reserves the right to cancel, without reimbursement, any Hospitality Membership purchased by you in the event you default on any payment, including payments scheduled by standing order. The Club also reserves the right to charge reasonable default administration charges in the event you fail to meet the agreed payments via standing order or any other means.
- e. If the Fee Balance or any other monies are overdue, the Club reserves the right to:
  - i. suspend the Hospitality Membership without liability until all such outstanding sums are paid; and/or
  - ii. cancel the Hospitality Membership without liability; and/or
  - iii. charge interest on the outstanding amount at a rate of 5% above HSBC Bank plc's base lending rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment; and/or
  - iv. recover from you any costs and expenses incurred by the Club in obtaining the payment.
- f. The Club will not refund any part of the Fee in the event the Hospitality Membership is suspended or cancelled in accordance with this clause.
- g. The Club reserves the right to cancel the Hospitality Membership without liability in the event that payment is not received in accordance with this clause 5. Upon cancellation, all outstanding amounts owed to the Club shall become immediately payable.
- h. Tickets for Hospitality Membership will not be released until the Club is in receipt of the Deposit.

## 6. HOSPITALITY AND BEHAVIOUR

- a. No-one shall be admitted to the Licensed Areas (or any part of the Stadium) without a valid ticket or pass. Admission will be refused to any person who attempts to use a ticket or pass which has been suspended, cancelled, withdrawn or attempted to be used on more than one occasion at the same Match. Any behaviour of this type will be a breach of these Conditions of Issue.
- b. You must inform the Club of any special dietary requirements of you or your Guests at least 10 days prior to the date of each Purchased Match. The Club will use reasonable endeavours to meet reasonable requests made on the day of the Match, but the Club is unable to guarantee this.
- c. In circumstances where you request additional Hospitality Membership for any additional guests you must pay for such services in full at the time of booking.
- d. The Club may, at any time, substitute the Hospitality Membership with an alternative Executive Box, Lounge and/or Seat and/or of equal value, without liability.
- e. You and your Guests agree to act in an orderly, proper and lawful manner and shall abide by the Terms & Conditions of Entry.
- f. You acknowledge that your Hospitality Membership is located within a designated 'home support' area of the Stadium. You must inform the Club of any away-team supporters who are among your Guests making use of the Hospitality Membership. Should you have away-team supporters in your party, the Club has the right to relocate your booking or part of your booking, at the Club's discretion and without liability, to an alternative location within the Stadium.
- g. It is your responsibility to ensure that if any of your Guests are away-team supporters they are made fully aware that appropriate conduct is required of them. The Club reserves the right, without liability, to deny access or eject anyone from any part of the Stadium whom it considers, in its sole discretion, is acting in a threatening, abusive, discriminatory or inappropriate manner or whose presence or behaviour may, in the Club's opinion, create and/or increase potential crowd disorder at the Stadium.
- h. The Club reserves the right to cancel or suspend the Hospitality Membership on notification that your Guests include away supporters, in circumstances where you have failed to inform the Club in advance in accordance with clause 6(f) above and without liability to you. In the event the Club was not notified in advance that away supporters were included in your party, no refund will be paid by the Club in respect of any unused Hospitality Membership.

## 7. DRESS CODE AND SECURITY

- a. A smart casual dress code must be followed by you and all Guests enjoying the Hospitality Membership (including children). Trainers, tracksuits, replica football shirts (including home team kit) and away team colours are strictly not permitted. Subject to clause 7(b) denims are permitted but must be smart in appearance, with no rips, tears or bleaching.
- b. Specific dress codes may be imposed by the Club for any particular hospitality area or Match and it is your responsibility to check with the Club for any particular requirements. The Club reserves the right to issue, amend or supplement its dress code guidelines at any time.
- c. It is your responsibility to inform your Guests of the relevant dress code.
- d. The Club reserves the right, without liability, to refuse access to the Licensed Areas to anyone who does not follow the relevant dress code.
- e. For security reasons, bags which are larger than a standard handbag are not permitted in any part of the Licensed Areas. The Club may issue guidelines from time to time on what it considers to be larger than a standard handbag and it is your responsibility to check with the Club for any particular requirements from time to time.
- f. For security purposes, the Club reserves the right to search you and your Guests (including any bags brought onto the premises) on entry to the Stadium or any part of the Licensed Areas or at any time during which you are making use of the Hospitality Membership. Failure to submit to a search when requested may result in the Club refusing permission for you and/or your Guests to continue to occupy the Licensed Areas and in which case, no refund shall be given.



## 8. CAR PARKING

- a. Unless otherwise stated on the Booking Form, Hospitality Membership does not include car parking. Where car parking is included:
  - i. car parking shall be limited to the number of cars stated on the Booking Form;
  - ii. vehicles will only be permitted into a Club car park where a valid car parking pass has been issued by the Club, or the name of you and/or you Guest has been provided to the Club in advance; and
  - iii. car parking may be provided (at the Club's sole discretion) within the Stadium's car parks or within an offsite car parking facility, which may not be owned by the Club and may change from Match to Match.
- b. All car parks and roads adjacent to the Stadium have access restrictions on matchdays, which the Club will inform you of in advance. If such access restrictions are not observed, you may be unable to access the car parking assigned to you and/or your Guests for which the Club accepts no liability.
- c. Under no circumstances are car park permits to be passed on, loaned or sold. A breach of this term may result in car parking access and/or Hospitality Membership being withdrawn, suspended or cancelled.

## 9. PHOTOGRAPHY AND CCTV

- a. By signing the Booking Form you hereby acknowledge that photographic images, audio, visual and/or audio-visual recordings and/or feeds may be taken of you at the Stadium and may be used by the Club, a Football Authority or others (including commercial partners and accredited media organisations) for commercial and/or marketing use and you consent to your image being used in this way. You further undertake to obtain the consent of your Guests to such use (and by permitting any Guests to utilise the Hospitality Membership, you warrant that you have obtained those Guests' permission). If you have any concerns or would like to discuss this further, please contact the Club's Marketing Department. The Club owns such images and footage and shall be entitled to use or permit its commercial partners to use the same for media and/or marketing purposes.
- b. SLR cameras are not permitted within the Licensed Areas.
- c. CCTV is employed and operated within the Stadium for the control, safety and security of spectators and those attending the Stadium. The Club's CCTV may be used by the Club (including sharing with any relevant third parties, including but not limited to, the police) where necessary for the purposes of such crowd control, safety and security operations, including law enforcement.

## 10. EQUALITY, DIVERSITY & ANTI-DISCRIMINATION

- a. The Club is committed to creating and maintaining a diverse, inclusive and welcoming environment at the Stadium and take a zero-tolerance approach to any form of discriminatory behaviour.
- b. You are required to conduct yourself appropriately at the Stadium and the Club reserves the right to suspend or cancel the Hospitality Membership of any individual whose behaviour or conduct is deemed by the Club to be discriminatory, offensive or inappropriate.
- c. In the event you or your Guests require any reasonable adjustments to be made in order to use and enjoy the Hospitality Membership, you are required to inform the Club in advance and not less than 5 days prior to each Purchased Match, unless the Booking Form has been signed within 5 days of a Match, in which case any reasonable adjustments should be detailed on the Booking Form.

## 11. REFUNDS & RESCHEDULED MATCHES

- a. Once the Club has accepted your offer to purchase the Hospitality Membership, you are not entitled to cancel the contract or obtain a refund. Except as specifically provided for under these Conditions of Issue (or in exceptional circumstances and at the Club's absolute discretion), the Club shall be entitled to seek payment in full for the Hospitality Membership and no refund shall be granted in respect of unused Hospitality Membership.
- b. No guarantees can be given by the Club that a Match will take place at a particular time or on a particular date. The Club reserves the right to reschedule any Match without notice and without any liability whatsoever. Your Hospitality Membership will enable you to attend any such re-arranged Match and you shall not be entitled to a refund of any part of the Fee in respect of such re-scheduled Match, whether or not you attend that Match.
- c. The cancellation rights granted to consumers pursuant to The Consumer Contracts (information, Cancellation and Additional Charges) Regulations 2013 do not apply to hospitality purchases. Consequently, purchasers of hospitality will not be able to cancel their Hospitality Membership except in accordance with these Conditions of Issue or as otherwise permitted by English law.

## 12. SUSPENSION & CANCELLATION

- a. The Club shall be entitled to cancel this contract by written notice to you at any time prior to the first Purchased Match of the Hospitality Membership. In the event the Club exercises this right, the Club shall refund to you the Deposit and any part of the Fee Balance that the Club has received from you in connection with the Hospitality Membership.
- b. The Club reserves the right to suspend or cancel the Hospitality Membership at any time in the event that you or any of your Guests:
  - i. breach any of the Terms & Conditions of Entry;
  - ii. harass, threaten, breaches the privacy of, or otherwise behaves inappropriately, in the Club's opinion, towards any member of Club staff or any other person;
  - iii. behave in a threatening, aggressive or violent manner;
  - iv. use any foul, offensive, derogatory or discriminatory language or gestures;
  - v. save as permitted within these Conditions of Issues, sells or transfers, or attempts to sell or transfer, the Hospitality Membership without the prior written consent of the Club;
  - vi. is subject to a Club stadium ban, a Football Banning Order or any order that prohibits the individual from attending football matches at the Stadium;
  - vii. could, in the opinion of the Club, prejudice or be detrimental to the reputation of the Club; and/or
  - viii. otherwise misuses the Hospitality Membership.
- c. In addition, the Club reserves the right, without liability, to refuse access to the Hospitality Membership and/or the Licensed Areas to anyone whose behaviour (whether current or past) in the reasonable opinion of the Club is not of the standard expected for persons attending the Club's hospitality suites.
- d. In the event that the Club suspends or cancels the Hospitality Membership pursuant to this clause 12, no refund will be paid in respect of any unused hospitality.



- e. This contract will automatically expire at the end of the Fixture Time at the Purchased Match, or the last Purchased Match if Hospitality Membership for more than one Match has been purchased.
- f. Cancellation and/or expiry of this contract is without prejudice to the rights which have already accrued prior to cancellation and/or expiry. Your obligations and liability in respect of making good any damage caused to the Stadium and reinstating any Executive Box at the expiry of this contract shall continue notwithstanding cancellation and/or expiry of this contract.

### 13. LOST OR STOLEN TICKETS

- a. The Club accepts no liability for Hospitality Membership applications, tickets, permits or passes which are lost in the post, mislaid or destroyed.
- b. Duplicate tickets, permits and/or passes may (at the Club's sole discretion) be supplied, upon receipt of a written explanation of the circumstances surrounding the loss and/or damage. The Club reserves the right to charge an administration fee to produce replacements.

### 14. LIABILITY

- a. The Club does not accept liability for any of your or your Guests' articles or possessions brought to or left in or at the Stadium.
- b. The Club reserves the right to charge you for the cost of any repairs, cleaning, maintenance and/or replacement of any property or facilities at the Stadium resulting from any act or omission of you or your Guests. Failure to pay such charges may result in the Club suspending or cancelling your Hospitality Membership. The Club will not refund any part of the Fee in the event the Hospitality Membership is suspended or cancelled in accordance with this clause.
- c. Except in respect of death or injury caused by the negligence of the Club and any liability which may not be excluded or limited as a matter of English law, the Club shall not be liable for:
  - i. any loss, damage or injury to you and/or your Guests or to any property belonging to you and/or your Guests that you bring to the Stadium;
  - ii. any loss of profit, loss of use, loss of opportunity or any indirect or consequential losses whatsoever;
  - iii. any losses arising from any cancellation, postponement or rearrangement of a Match, including but not limited to any indirect or consequential loss or damage, loss of enjoyment or travel/accommodation costs; and/or
  - iv. any other losses, claims, demands, actions, proceedings, damages, costs, expenses or other liabilities which you or any of your Guests may incur or otherwise suffer.
- d. The Club shall not be responsible for any interruptions and/or restrictions to the view of the Match caused by virtue of (i) the position of the Seat and/or (ii) the actions of other spectators.
- e. The Club expressly excludes all liability resulting from:
  - i. any failure or delay by the Club in carrying out its obligations under these Conditions of Issue which is caused by Force Majeure or any other circumstances outside the reasonable control of the Club;
  - ii. the alteration of the dates and times of Matches; and/or
  - iii. the abandonment, postponement or cancellation of Matches or Matches being played behind closed doors or with limited/restricted attendance.
- f. If the Club's obligations hereunder should be prevented or cancelled for reasons beyond the reasonable control of the Club (including, without limitation: (i) acts of God, flood, drought, earthquake or other natural disaster; (ii) epidemic or pandemic; (iii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (iv) nuclear, chemical or biological contamination or sonic boom; (v) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; (vi) collapse of buildings, fire, explosion or accident; (vii) any labour or trade dispute, strikes, industrial action or lockouts; (viii) non-performance by suppliers or subcontractors and (ix) interruption or failure of utility service) ("**Force Majeure**") this shall not constitute a breach of this contract and the Club hereto shall not be liable to you nor to any third party for any loss or damage (including consequential or indirect losses) arising as a result of the Force Majeure event.
- g. You agree to indemnify the Club and keep the Club indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
  - i. any breach of these Conditions of Issue, including but not limited to, your undertakings at clause 3(a);
  - ii. any damage to the Stadium or Club property caused by you and/or your Guests; and/or
  - iii. any liability to any third party in respect of death or personal injury arising out of your and/or your Guests' use of the Hospitality Membership or attendance at the Stadium.

### 15. GENERAL

- a. Entry to the Stadium is expressly subject to acceptance by you and your Guests of the Terms & Conditions of Entry and the rules and regulations of the Football Authorities in respect of the relevant competition.
- b. These Conditions of Issue shall be governed by and construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales.
- c. Save as specifically provided herein, a person who is not a party to these Conditions of Issue shall have no rights under or in connection with them.
- d. The Club reserves the right to change these Conditions of Issue from time to time and shall notify such changes to you if they materially affect any rights.
- e. You acknowledge that the Club will hold and process data relating to you. The personal data that you provide to the Club shall be processed, stored and transferred in accordance with the terms of the Club's Privacy Policy, a copy of which can be found on the Club's website at [www.bcfc.com](http://www.bcfc.com) or upon request.
- f. The Club's failure to exercise, or a delay in exercising, any right, power or remedy provided by these Conditions of Issue or by law shall not constitute a waiver of that right, power or remedy.
- g. The Terms & Conditions of Entry constitute the entire agreement between you and the Club and neither you nor the Club shall have any claim or remedy in respect of any statement, representation, warranty or undertaking made by or on behalf of any other party in relation to the Terms & Conditions of Entry which is not set out therein.

**Section B: This section applies to Hospitality Membership in Executive Boxes only****16. ADDITIONAL OBLIGATIONS FOR EXECUTIVE BOXES**

- a. Where your Hospitality Membership includes an Executive Box, you also agree, acknowledge and undertake:
  - i. not to exceed the Maximum Occupancy or invite any person to the Stadium or Licensed Areas in excess of such number;
  - ii. not to (and to ensure that each Guest does not) consume alcohol in view of the pitch during the period commencing 15 minutes prior to kick-off of the Match and ending 15 minutes after the Match (or as may otherwise be required by the terms of the Club's alcohol licence and as communicated to you by the Club from time and time);
  - iii. not to make any permanent alteration or addition whatsoever to any of the Licensed Areas without prior written consent;
  - iv. not to use your own furniture, equipment or goods to furnish the Executive Box without the Club's written permission. Where such permission is granted, it shall be a condition of such permission and you agree and undertake to remove any such items from the Executive Box not later than 2 days after each Purchased Match. Any items not collected within 2 days of the request to do so will be deemed to be abandoned by you, and the Club shall be entitled to dispose of, or deal with, such items in any way it chooses and without liability to you for the value of such items; and
  - v. not to decorate or otherwise equip the Executive Box without the Club's written permission. Where such permission is granted, it shall be a condition of such permission and you agree and undertake to pay the Club an agreed fee (plus value added tax) for the Club to return the box to the original condition, or in the absence of such fee being agreed, the costs incurred by the Club to return the Executive Box to its original condition.

**Section C: Supplemental Terms and Conditions****17. SUPPLEMENTAL TERMS AND CONDITIONS**

- a. These supplemental terms and conditions ("**Supplemental Terms**") are issued to deal with the specific circumstances arising from the COVID-19 pandemic (and any similar circumstances) and its impact on attendance at live sports events and therefore apply in addition to the Conditions of Issue. In the event of any conflict between these Supplemental Terms and the Conditions of Issue, these Supplemental Terms shall prevail. Unless otherwise indicated, defined terms in these Supplemental Terms shall have the meaning given to them in the Conditions of Issue. The Club expressly reserves its right to amend these Supplemental Terms as it determines, in order to retain the appropriate flexibility to ensure an appropriate and fair approach in respect of the circumstances arising from the COVID-19 pandemic.
- b. COVID-19 presents unique and challenging circumstances, as such it may not always be possible to reserve specific seats. Seats may be assigned on a match-by-match basis in accordance with any relevant restrictions or social distancing rules on the date of the Match.
- c. The Club shall determine the applicable capacity of the Stadium for each Match in its absolute discretion and shall have no liability to any purchaser in respect of the same. The foregoing includes the Club determining (including where this is required by the applicable authorities from time to time) that Matches must be played behind closed doors, with no spectator access.
- d. For Matches played with the Stadium at full capacity, you and your Guests shall be entitled to access the Stadium for each Match as would ordinarily be the case. For the purposes of these Supplemental Terms, the term "full capacity" means that the Club has sufficient available capacity in the Stadium in order for all individuals with a Hospitality Membership to attend the applicable Match(es), even if the Stadium is not operating at its maximum overall capacity for those Match(es). For example, if Government regulations and/or safety requirements allow the Stadium to be operated at a sufficiently high percentage of its maximum capacity such that all individuals with a Hospitality Membership can attend, but restrictions remain in place which do not allow all other typical categories of spectator to attend (e.g. away fans and/or spectators who attend on a match-by-match basis), the Stadium will nonetheless be considered to be operating at "full capacity" for the purposes of these Supplemental Terms.
- e. For Matches played behind closed doors, you and your Guests will have no right to access the Stadium.
- f. For Matches played with the Stadium at limited capacity, the Club may (at its discretion) operate a ballot process (to be determined by the Club at its discretion depending on the restrictions and capacity limits implemented) to allocate a proportion of the available capacity to individuals with Hospitality Membership. Such ballot process shall (subject to the Club's right to amend the same as it determines appropriate) be notified at the time any such ballot is required. The Club shall communicate the ballot application process to you. A separate ballot shall be held for each Match. The Club provides no guarantee that any individuals with Hospitality Membership will be successful in any ballot(s). The Club reserves the right (where the Club considers it appropriate to ensure a fair distribution of Match tickets) to exclude individuals who have Hospitality Membership who have been successful in one ballot from participating in a future ballot. For the avoidance of doubt, individuals with Hospitality Membership shall be treated as having been successful in a ballot in a particular cycle irrespective of whether or not the relevant Match ticket is actually accepted and/or the relevant Match is actually attended. In order to maximise attendance when the Stadium is operating with social distancing and at reduced capacity, the specific seats which are made available for each Match will be determined and allocated by the Club. All timeframes communicated by the Club in connection with these Supplemental Terms (including in respect of the ballot process and payment) are of the essence and an individual with Hospitality Membership shall forfeit their applicable rights as a result of any failure to comply with the same.
- g. Each ticket will be strictly non-transferable and will include the name of the individual with Hospitality Membership to whom such ticket has been issued.
- h. You and your Guests are requested to bring photo ID to each Match you attend when the Stadium is operating at reduced capacity, as spot checks will be in place. The Club reserves the right to reject entry to and/or eject any attendee who cannot satisfy the Club that they are the named individual.
- i. By attending any Match, you and your Guests hereby acknowledge and agree that your attendance at any Match is at your own risk and (to the extent permitted by applicable laws) the Club accepts no responsibility and/or liability from any illness and/or injury resulting therefrom. You and your Guests may be required to complete a COVID-19 health questionnaire before the Match in order to certify that you are not suffering from any symptoms of COVID-19. Failure to provide the information required by such questionnaire may prevent you or your Guests from attending the relevant Match. If, at any time before the relevant Match, the circumstances of you or your Guests change, such that the responses to such health questionnaire are no longer accurate, you must notify the Club, and must not then travel to the Stadium for the Match.



- j. You and your Guests are required to comply with applicable laws/regulations, Government guidance and the Club's directions (including its Supporter Code of Conduct) in connection with your attendance at the Stadium. This shall include a strict requirement that you do not attend the Stadium in the event that you are required to self-isolate (and no refunds shall be due in such circumstances, unless the Club determines otherwise in its absolute discretion).
- k. The Club's Supporter Code of Conduct is binding upon you and your Guests, and will be communicated to you and displayed at the Stadium and shall, in the Club's absolute discretion, be subject to updates from time to time.
- l. In the event any Match is postponed, rescheduled and/or rearranged to a different date, you and your Guests will be entitled to attend the rearranged fixture at no additional charge.
- m. In the event any Match is required to be held behind closed doors, you and your Guests cannot attend. The Club may at its absolute discretion offer you the right to access a live stream of the Match (either at the advertised price, a discounted rate, cost value or free of charge). In such circumstances you may be entitled to:
  - i. Credit for any such Match to be used on future purchases on a pro rata basis (subject to deduction of any benefit offered and accepted by you such as, by way of example only, any discounted or free of charge live stream made available to you). In the event you wish to donate this credit back to the Club you are welcome to do so; or
  - ii. A pro rata refund in respect of such Match (to be processed in accordance with the terms of any refund literature published by the Club at the time of the requirement for the Match to be held behind closed doors).
- n. In the unlikely event any Match is cancelled and not rearranged, you may be entitled to:
  - i. Credit for any such Match to be used on future purchases on a pro rata basis. In the event you wish to donate this credit back to the Club you are welcome to do so; or
  - ii. A pro rata refund in respect of such Match (to be processed in accordance with the terms of any refund literature published by the Club at the time of confirmation of the cancellation (and non-rearrangement) of the Match).