



HOSPITALITY (SINGLE MATCH) TERMS AND CONDITIONS

NEWCASTLE UNITED FOOTBALL CLUB

Season 2026/27



1. Basis of Agreement

These terms and conditions ("**Terms and Conditions**") govern the agreement to be entered between:

- 1.1 **NEWCASTLE UNITED FOOTBALL COMPANY LIMITED** of St James' Park, Newcastle upon Tyne NE1 4ST ("the **Club**"); and
- 1.2 The entity or person(s) (the "**Client**") stated on the enclosed or online order form ("**Booking Form**") or (ii) the email the Club sends to the Client confirming our acceptance of the Booking Form ("**Booking Confirmation**").

2. Definitions and interpretation

- 2.1 In these Terms and Conditions, unless otherwise defined:

"European Competition" means the UEFA Europa League competition or UEFA Conference League competition, as applicable according to the Club's qualification for any of these competitions;

"European Competition Match(es)" means any men's First Team match in the European Competition at the Stadium during the Season in the League Phase or Knockout Stage (as applicable);

"European Competition Terms and Conditions" means those additional terms and conditions, outlined in the Annex, which shall apply to a Client who has opted in to purchase tickets for European Competition Matches and that shall be supplemental to these Terms and Conditions;

"First Team" means the Club's representative men's first team;

"Knockout Stage" means the knockout stage of the European Competition in which the men's First Team are playing at the Stadium (for the avoidance of doubt, excluding the final);

"League Phase" means the league phase of the European Competition in which the men's First Team are playing a home fixture at the Stadium during the Season;

"Season" means the period starting with the first official Match of the domestic football season (taking place after 1 July 2026) in which the Club's First Team plays at the Stadium and ending with the last official Match of the relevant league in 2027 as set out in the Booking Form or Booking Confirmation; and

"Stadium" St James' Park, Newcastle upon Tyne NE1 4ST.

- 2.2 For the avoidance of doubt:

- 2.2.1 the named Client (as named on the Booking Form at clause 1.2 above) must either be (i) 1 (one) natural person or (ii) 1 (one) legal entity (including, without limitation, a limited company, partnership, association or other);



- 2.2.2 any individual designated contact for the named Client on the Booking Form must either be (i) the Client themselves (in the case of a natural person); or (ii) an authorised representative of the Client (in the case of a legal entity), such as a director, partner, officer or employee; and
- 2.2.3 where the named Client is a legal entity, the contracting party to the Contract (as defined in clause 3.1 above) shall at all times remain that legal entity (as noted on the Booking Form only), subject to clause 17.2 above; and
- 2.2.4 the Client (whether a natural person or legal entity) remains directly responsible at all times for activity on their account under the Contract.

3. Matchday Hospitality

- 3.1 The Client shall be entitled to the hospitality at the specified single match ("**Match**"), or in the case of European Competition (if applicable) at the specified European Competition Match or European Competition Matches (as applicable), referred to on the Booking Form and/or in the Booking Confirmation ("**Match Day Hospitality**") at the Stadium upon issuance of the Booking Confirmation, at which point a contract will come into existence between the Client and the Club ("**Contract**") subject always to payment of the contract price specified in the Booking Form and/or Booking Confirmation in accordance with clause 7 ("**Contract Price**") and the conditions set out in clause 4.
- 3.2 The European Competition Terms and Conditions annexed to these Terms and Conditions ("**Annex**") shall apply to all Clients who opt to purchase additional tickets(s) for European Competition Matches.
- 3.3 If the Club is unable to accept or accommodate the Client's order, the Club will inform the Client of this. This might be, for illustration only and without limitation, because the Match Day Hospitality is unavailable as requested on the Booking Form, or because of unexpected limits upon the Club's resources and/or football governing body laws, regulations, restrictions or guidance, or because the Club has identified an error in the price or description of the service, or because the Club cannot meet a delivery deadline or requested specification the Client has specified.
- 3.4 The Club may assign an order reference to the Client's order and state this on the Booking Confirmation. It will help the Club if you can tell us the order reference whenever you contact us about the Client's order.

4. Booking Conditions

- 4.1 The Contract shall be subject to and include (a) these Terms and Conditions (including the Annex); (b) the general admission Home Match Ticket Terms and Conditions; and (c) the supporter code of conduct issued by the Club from time to time with regard to ("**Supporter Code of Conduct**") of which the current versions can be found on the Club's website.



- 4.2 The Club shall not accept responsibility for any delay that may be caused by any Booking Form which is completed incorrectly by the Client.
- 4.3 For the avoidance of doubt, any terms and conditions of purchase submitted by the Client shall not be accepted by or binding on the Club, even if supplied to the Club after the date on which the Client views a copy of this Contract. The Contract shall constitute the entire agreement between the Club and the Client, superseding and extinguishing all previous agreements, understandings and arrangements between them, whether written or oral, relating to the Match Day Hospitality (as detailed in the Booking Form or Booking Confirmation).
- 4.4 These Terms and Conditions shall not confer any right of exclusive possession upon the Client at any time. The Club shall select and provide details of the seats relating to each Match Day Hospitality. The Club reserves the right to vary at its sole discretion if necessary any allocated seating, facilities or services or any part of the designated hospitality area(s) which form part of the Match Day Hospitality (including without limitation in accordance with the Supporter Code of Conduct and/or the event of any laws, guidance, regulations, restrictions, construction, development, maintenance or other works, force majeure or unforeseen circumstances affecting such hospitality area(s) and/or the Stadium) in which case the Club will use its reasonable endeavours to ensure that the alternative seating, facilities or services provided are of a comparable standard and quality to those originally allocated. This clause 4.4 applies to any Match, including any Match where the Club does not retain primary control of the seating, facilities or services (including, but not limited to, domestic cup competitions).
- 4.5 The Club cannot guarantee that any Match will be played as scheduled. Any Match may be cancelled, postponed, abandoned during play or rearranged and the dates and/or kick off times of all Matches during a season may be subject to change for any reason including factors outside the Club's control such as, without limitation, guidance, laws, regulations, restrictions (whether at local government level or national level or football authorities level), pandemic, adverse weather conditions, television broadcasting or cup competition requirements. If the Match is cancelled, postponed, rescheduled, abandoned, or otherwise rearranged then the position is as follows:
- 4.5.1 where prior to the scheduled day of the relevant Match ("**Match Day**") (e.g. as a result of television broadcasting rescheduling) or prior to admission to the Stadium on Match Day, the Match is rearranged for another date, the Client shall be entitled to either attend the rearranged Match at no extra charge to the Client or to cancel the Contract in accordance with clause 8.3 below;
 - 4.5.2 if a Match is abandoned after admission to the Stadium (whether before or after kick-off) and such Match is rearranged, the Client shall not be entitled to a refund of the Contract Price but shall be entitled to attend the rearranged Match provided that the Client shall pay a further amount



- equal to 50% (fifty per cent) of the original Contract Price for the Match Day Hospitality at such rearranged Match; or
- 4.5.3 if a Match is cancelled after Client admission (whether before or after kick off) and such Match is not rearranged, the Client shall be entitled to a refund of 50% (fifty per cent) of the Contract Price for such Match.
- 4.6 In each of the circumstances set out in clause 4.5:
- 4.6.1 the Club shall not be deemed to be in breach of this Contract and the position set out herein shall be the Client's sole remedy;
- 4.6.2 the Club shall not be liable for any consequential losses arising from an abandonment, postponement, cancellation, or other rescheduling of any Match, including but not restricted to travel and accommodation costs incurred by the Client; and
- 4.6.3 the Client acknowledges and agrees that, in such circumstances, such amount(s) as may be retained by the Club under these Terms and Conditions are reasonable and proportionate to protect the legitimate interests of the Club and, in each case, represent a genuine pre-estimate of the Club's loss arising from such change of the scheduled date of the Match, abandonment or cancellation (as the case may be).
- 4.7 Except where the Club has provided a Booking Confirmation, the Club reserves the right at its sole discretion to reject any completed Booking Form.
- 4.8 The Contract shall only entitle the Client to make use of the Match Day Hospitality referred to in the Booking Confirmation at the Match, subject to clause 4.6 above.
- 4.9 The Club reserves the right to update or amend these Terms and Conditions at any time. The Club will notify the Client of such changes in writing. No alteration or amendment to this Contract shall be binding unless agreed in writing by the Club.
- 4.10 The Booking Confirmation is specific to the Match only and, for the avoidance of doubt, once it is issued by the Club, the Client shall not be entitled to change its Match selection to attend any other Match at the Stadium (whether arising from a fixture change of the scheduled Match or otherwise).
- 5. Client Right to Make Changes**
- 5.1 If the Client wishes to make a change to the Booking Confirmation prior to the Match, the Client must contact the Club. The Club will inform the Client whether or not the Club consents to the proposed change. If the Club is willing to consent to such change, the Club shall inform the Client of any change(s) to the Contract Price and/or any price(s) relating to the Match Day Hospitality, or anything else which will be necessary as a result of the requested change(s). The Club will then request the Client's confirmation in writing that it wishes to proceed with the change(s) in such circumstances and, upon the Client's acceptance, the Contract will be varied by mutual consent.



6. Club Right to Make Changes

6.1 The Club may change the Match Day Hospitality:

- 6.1.1 to reflect changes in relevant laws and regulatory requirements; and
- 6.1.2 to implement operational or technical adjustments and improvements.

7. Payment

- 7.1 All payments must be received from the Client and **not** a third party. Payments from accounts other than in the name of the Client will **not** be accepted by the Club, and such payments shall be returned to the account from which the payments were received.
- 7.2 Whether by way of cash funds or by the application of any existing credits on the Client's account with the Club, at the date and time of the Booking Confirmation the Club shall charge and the Client shall pay the Contract Price in accordance with this clause 7.2. The Contract Price is to be paid no later than the end of the date of the Booking Confirmation (or the next banking day if the Booking Confirmation is not issued on a banking day) and the time for such payment shall be of the essence. In the event of default of payment by the Client, the Club may cancel the Match Day Hospitality. If the Match Day Hospitality is cancelled in such circumstances, the Client will be liable to the Club for any unpaid amounts and for any loss suffered by the Club because of the Client's default.
- 7.3 All prices quoted by the Club (whether orally, in writing, or upon the Club's websites) are exclusive of VAT and any other sales tax or similar imposition, which will be added to the Booking Confirmation at the then prevailing rate. Prices for all Match Day Hospitality (including European Competition Match Day Hospitality) are subject to change at the Club's sole discretion, but any such change will not affect the price of any Match Day Hospitality that the Client has already paid for in full.
- 7.4 Any additional goods or services provided by the Club in addition to those included in the Contract Price and in addition to those detailed on the Booking Confirmation ("**Additional Goods and Services**") will be invoiced by the Club separately and payable by the Client in full within 14 (fourteen) days of the date of issue of the invoice.
- 7.5 Save as where expressly included in the package detailed on the Booking Form and/or Booking Confirmation, all bar bills, accounts and related expenses ("**Bar Expenses**") are excluded from the Contract Price and shall be payable by the Client in addition to any Match Day Hospitality catering specified in the Booking Confirmation. Bar Expenses will be payable by such acceptable means as the Club may specify (including a retained credit or debit card) at the point of purchase on the Match Day to the Club or such other supplier appointed by the Club (whether as agent or independent contractor) from time to time.
- 7.6 If the Client fails to pay any sum due and payable to the Club by the due date, without affecting the Club's other rights, interest shall accrue on the unpaid amount from the due date to the date of actual payment (or until judgment). Interest shall be calculated on the basis of a year of 365 days and for the actual number of days elapsed, shall accrue daily, and shall be compounded quarterly. The interest rate shall be statutory interest and to the extent



that, and for so long as, a rate for statutory interest is not set or does not apply, a rate equal to 6% (six per cent) above the base rate of HSBC Bank PLC from shall be applied.

Business Club only – direct debit

- 7.7 Only Clients that are members of Newcastle United Business Club and agree to purchase Match Day Hospitality for all 19 (nineteen) of the First Team's Premier League home matches at the Stadium may pay the Contract Price by way of direct debit as set out below (this includes European Competition Matches, at the Club's sole discretion).
- 7.8 Where a Client is paying their Contract Price by direct debit, payment shall be taken in 8 (eight) instalments commencing on or around 1 July 2026, and on or around the 1st of each calendar month thereafter. The final payment will be debited on or around 1 February 2027. For the avoidance of doubt, where the 1st day of a calendar month falls on a non-working day (a Saturday, Sunday, or bank holiday in England), payment shall be taken on the first working day after the 1st of the relevant month.
- 7.9 The amount of each instalment will be confirmed to the Client when applying to pay by direct debit, and the Client shall be asked to sign a direct debit mandate.
- 7.10 It is the Client's responsibility to ensure (i) the bank details it provides are kept up to date, and (ii) the Club is notified immediately in writing if any of the Client's details change.
- 7.11 If a direct debit payment fails, the Client shall be notified in writing that:
- 7.11.1 the Client must pay the relevant instalment within 7 (seven) days of the Club's notice in writing to the Client that the direct debit has failed ("**First Failed Payment**") otherwise the Client's Contract shall be terminated; and
 - 7.11.2 the Client shall not be entitled to attend any Match until the First Failed Payment has been remedied.
- 7.12 If the Client does not remedy the First Failed Payment as outlined in clause 7.11.1, the Client shall be in breach of this Contract and the Club shall be entitled to terminate this Contract with immediate effect, and without any further notice to the Client.
- 7.13 If the Client remedies the First Failed Payment in accordance with clause 7.11.1 then the Contract shall remain in force (including the Client's ability to pay by direct debit) and the Client's Match Day Hospitality shall be re-instated.
- 7.14 If a second direct debit payment fails, the Club shall provide written notice to the Client that it:
- 7.14.1 must pay the remainder of the Contract Price **in full** within 7 (seven) days of written notice from the Club that a second direct debit has failed ("**Final Failed Payment**") and
 - 7.14.2 the Client shall not be entitled to attend any Match until the Final Failed Payment has been remedied.



- 7.15 If the Client does not remedy the Final Failed Payment as outlined in clause 7.14.1, the Client shall be in breach of this Contract and the Club shall be entitled to terminate this Contract with immediate effect, and without any further notice to the Client.
- 7.16 Where the Club terminates this Contract for the Client's payment default under this clause 7, the Club shall be entitled to retain such deposit or amounts already paid to cover the Club's administration costs arising from such cancellation and the Client will be liable to the Club for any unpaid amounts and for any loss suffered by the Club as a result of the Client's default.

8. Cancellation

- 8.1 Where the Client is natural person dealing as a consumer (not in the course of a business), the Client may exercise its applicable rights under the Consumer Contracts Regulations 2013 as applicable to online purchases where purchasing Match Day Hospitality online and/or the Consumer Rights Act 2015. This allows the Client (who is a consumer) to cancel the Contract and receive a full refund of any sums paid to date within 14 (fourteen) days of purchase (subject to certain restrictions). For the avoidance of doubt, this clause does not apply to (i) any Client who is a natural person but who is dealing in the course of their business, trade or profession, or (ii) commercial or other legal entities.
- 8.2 Subject to clauses and 8.1, 8.3 and 8.4, upon issue of the Booking Confirmation by the Club:
- 8.2.1 there shall be no right of cancellation by the Client, save as provided expressly in these Terms and Conditions;
 - 8.2.2 the Club shall be entitled to retain any sums paid (including the full amount of the Contract Price) by the Client in respect of the Match Day Hospitality to which the Booking Confirmation relates; and
 - 8.2.3 to the extent the whole of or any part of the Contract Price has not been paid, such outstanding amount shall remain due and payable by the Client.
- 8.3 In the event that the original scheduled date for a Match is rearranged following the issue of the Booking Confirmation, the Client may request to cancel the Contract in writing by giving to the Club notice in writing within 5 (five) working days of the Club notifying the Client that the date of the Match has been rearranged, where such request is accepted by the Club, the Client shall not attend the rearranged Match and shall receive a refund of an amount equal to 80% (eighty per cent) of the Contract Price, subject to clause 4.6 above.
- 8.4 In the event that a Match is rearranged 48 (forty-eight) hours or less prior to kick off of the original scheduled Match date, the Client may request to cancel the Contract by giving the Club notice in writing as soon as possible after the Club has notified the Client that the Match has been rearranged. Where the Club receives such a request from the Client, the Client shall not attend the rearranged Match and shall not receive a refund of any of the Contract Price, subject to clause 4.6 above.

9. Client Obligations



- 9.1 The Client shall, and shall ensure that the Client's servants, agents, employees, visitors, attendees or other invitees ("**Guests**") shall:
- 9.1.1 comply with the Home Match Ticket Terms and Conditions;
 - 9.1.2 comply at all times with the Supporter Code of Conduct;
 - 9.1.3 be appropriately dressed to use the hospitality areas at the Club's premises in accordance with the then prevailing dress code policy as determined by the Club. It is the Client's responsibility to ensure that the Guests are informed of and comply with any dress code policy. The Club reserves the right to refuse access to any person not complying with the applicable dress code policy;
 - 9.1.4 refrain from damaging, altering or removing any of the fittings, furnishings or equipment at the Club's premises or any other premises at which the Match Day Hospitality is provided, and in the event of any such damage, alteration or removal the Client will pay to the Club (on demand) the cost of reinstating, repairing or replacing any such damage, alteration or removal;
 - 9.1.5 not bring onto the Club's premises or use within the Club's premises any equipment, which is capable of recording or transmitting (by digital or other means) any audio, visual or audio-visual material or any information or data in relation to a Match or the Stadium; except that mobile phones shall be permitted within the Club's premises provided that they are used for personal and private use only;
 - 9.1.6 refrain from swearing, spitting, adopting unruly, inappropriate, offensive or illegal behaviour, committing acts of racial abuse or other discriminatory behaviour as to age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, and sexual orientation, or committing any offence under the Acts set out in clause 9.2.1 below;
 - 9.1.7 undertake that alcohol will only be consumed in a responsible and safe manner and ensure that no Guest under the age of 18 will consume alcohol on the Club's premises;
 - 9.1.8 refrain from bringing any food or beverages on to the Club's premises, or on to any other premises at which the Match Day Hospitality is provided;
 - 9.1.9 use the Club's premises, and any other premises at which the services subject of this Contract are provided, at all times in a proper and lawful manner and not cause nuisance, annoyance or inconvenience to any person;



- 9.1.10 not use the Match Day Hospitality and/or any access to the Match Day Hospitality as a gift, prize or similar or for any public promotional purposes or otherwise re-sell use of the same;
 - 9.1.11 not do anything which is derogatory to and/or brings the Club into disrepute; and
 - 9.1.12 not make any alterations or additions to the hospitality area whatsoever (including in relation to any branding that would be visible from the Stadium bowl).
- 9.2 comply with:
 - 9.2.1 such statutes and regulations governing the use of the Stadium or such other Club premises at which Match Day Hospitality is provided, whether made by local government, football authorities, national government or a licensing authority or otherwise including but not limited to the Football Spectators Act 1989, the Sporting Events (Control of Alcohol) Act 1985 and the Football Offences Act 1991 (all as may be amended from time to time);
 - 9.2.2 such reasonable regulations as the Club, or the owners of any other premises at which the Match Day Hospitality is provided, may from time to time make governing the use of the Club's premises provided that such regulations are available for inspection by the Client;
 - 9.2.3 any and all instructions of any steward or Club officer or employee and/or any police officer; and
 - 9.2.4 the rules, regulations and bye-laws of FIFA, UEFA, The Football Association, The Premier League, The EFL and the Club in respect of the relevant competition and any other ground or premises regulations.
- 9.3 The Client shall be responsible for the behaviour of its Guests and the Client shall indemnify the Club, and the owners of any other premises at which the Match Day Hospitality is provided, against any loss or damage suffered by such owners or by the Club, its employees, servants or agents and caused by the Client or any Guests.
- 9.4 Any person who behaves in contravention of the terms of this clause 9 or acts in a manner which the Club considers (acting reasonably) is likely to bring the Club's good name into disrepute or is otherwise for any reason barred or banned from entering the Club's premises, may at the Club's sole discretion be ejected from such premises and refused admission subsequently to any part of the premises by means of any ticket admission or otherwise.
- 9.5 The Club shall not be liable for stolen or counterfeit tickets purchased through unauthorised sources and reserves the right to refuse admission upon the presentation of such counterfeit ticket.



- 9.6 The Club reserves the right not to accept any ticket that is unreadable due to mutilation of any kind.
- 9.7 The Club reserves the right to search any person entering its premises and to refuse entry to any person refusing to submit to a search.

10. Force Majeure

- 10.1 In the event of the Club being prevented or delayed at any time from performing any of its obligations under this Contract by reason of any act, event, accident or other happening beyond the control of the Club or which cannot be overcome by means normally employed in performance and at comparable expense, including, without prejudice to the generality of the foregoing, strikes, lockouts, epidemic, pandemic, industrial disputes, riots, wars, civil disturbance, fire, explosions, storms, power failure, governmental or local authority or football authority regulations and requirements, loss of liquor licence and difficulties relating to venues other than the Club's own property ("**Force Majeure Event**"), any such failure or delay in performance shall not be deemed to constitute a breach of the obligations of the Club but performance of such obligations shall be suspended during the continued existence of a Force Majeure Event and all rights of the Club at the time for performance shall be extended for a period equal to the aggregate of:

10.1.1 the period or periods of continued existence of the Force Majeure Event, and

10.1.2 such further period (if any) as the Club in its sole discretion reasonably considers is required, due to repairs, maintenance, rebuilding, delays in transportation, shortage of manpower or materials or other cause directly occasioned by, or attributable to the Force Majeure Event.

- 10.2 In the event that a Force Majeure Event prevents the Club permanently from performing its obligations under this Contract, the Club shall be entitled to terminate this Contract by notice in writing to the Client without prejudice to the rights and obligations of the parties accruing up to and including the date of termination.

11. Liability

- 11.1 Nothing in this clause 11 shall operate to exclude or limit the liability of either party for (i) death or personal injury resulting from its negligence, (ii) for fraud or fraudulent misrepresentation or (iii) for any other matter which cannot be excluded or limited by law.
- 11.2 Where the Client enters into the Contract as a business, the Club will not under any circumstances whatsoever be liable for any indirect or consequential loss, or loss of profit, whether direct or indirect, suffered by the Client.
- 11.3 Where the Client is a consumer, the Club will not be liable for any losses which the Client suffers as a result of the Club's breach of this Contract except for losses which are reasonably foreseeable at the time the Contract is entered into, or the Club's negligence.



- 11.4 The total liability of the Club for any losses of the Client arising out of or in connection with this Contract shall be limited to an amount equal to the total Contract Price as specified in the Booking Confirmation.
- 11.5 The Club will take reasonable precautions for the security of the area where the Match Day Hospitality is provided but the Club will not be liable for the loss of or damage to the property of the Client and/or Guests, whether from or in the hospitality area or elsewhere at and/or near the Stadium or its premises.

12. Termination

- 12.1 The Club shall be entitled to terminate this Contract immediately by notice in writing to the Client if:
- 12.1.1 the Client or any Guest breaches the terms of the Home Match Ticket Terms and Conditions;
 - 12.1.2 the Client or any Guest in the reasonable opinion of the Club breaches (or fails to reasonably cooperate with) the Supporter Code of Conduct;
 - 12.1.3 the Client commits a material breach of the Contract which cannot be remedied, or which can be remedied but the Client fails to do so within a reasonable period specified by the Club. For the avoidance of doubt, the reasonable periods specified by the Club in relation to breaches for non-payment pursuant to clauses 7.11.1 and 7.14.1 respectively, are 7 (seven) days from the date the Client is notified of the breach (being the relevant failed payment);
 - 12.1.4 the Client fails to provide, or provides false or misleading information to the Club;
 - 12.1.5 the Client resells or transfers the Match Day Hospitality or any ticket;
 - 12.1.6 any procedure is commenced with a view to the winding-up or re-organisation of the Client and that procedure is not terminated or discharged within 30 (thirty) days;
 - 12.1.7 any procedure is commenced with a view to the appointment of an administrator, receiver, administrative receiver or trustees in bankruptcy in relation to the Client or its assets and that procedure is not terminated or discharged within 30 (thirty) days;
 - 12.1.8 the holder of any security over the assets of the Client takes any step to enforce that security and that enforcement is not discharged within 30 (thirty) days;
 - 12.1.9 the assets of the Client are subject to attachment, sequestration, execution or similar process and that process is not terminated or discharged within 30 (thirty) days;



- 12.1.10 the Client is unable to pay its debts as they fall due or enters into a composition or arrangement with its creditors or any class of them; or
 - 12.1.11 anything similar to any of the events described in clauses 12.1.6 to 12.1.10 happens to any holding company of the Client or the Client.
- 12.2 In the event that the Club terminates this Contract in reliance upon any of clause 12.1 above or as a result of any other default by the Client, the Club shall not be under any liability to refund any part of the Contract Price and following such termination the Club shall be free to supply the Match Day Hospitality to any other person. The Club shall also be free to pursue any other rights or remedies it has in respect of the Client's breach.
- 12.3 Notwithstanding the Club's rights to terminate for the reasons set out at clause 12.1, the Club shall be entitled to terminate this Contract at any time by providing 7 (seven) days' written notice to the Client provided that the Club also refunds the Client any Contract Price paid by the Client (to be calculated on a pro rata basis) and received by the Club (in each case
- 12.4 The Client may terminate this Contract if the Club commits a material breach of the Contract which cannot be remedied, or which can be remedied but the Club fails to do so within 30 (thirty) days after being given written notice of the breach by the Client.
- 12.5 Termination or expiry of the Contract shall not release the parties from any liability or right of action or claim which at the time of such termination or expiry has already accrued or may accrue in respect of any act or omission prior to such termination or expiry. Further, termination or expiry shall discharge the parties from any liability for further performance of the Contract (save for in respect of any provision which is expressly or by implication intended to remain in force after such expiry or termination). For the avoidance of doubt, the Club shall be entitled to make available the use of the relevant Match Day Hospitality area to any third party following expiry or termination of the Contract.

13. Data Protection

- 13.1 For the purposes of these Terms and Conditions and the Contract:
 - 13.1.1 **"Data Protection Legislation"** means all applicable data protection and privacy legislation in force from time to time in the UK including the UK General Data Protection Regulation ('UK GDPR') (as defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018), the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) (as amended) and any other European Union legislation relating to Personal Data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications) as amended together with guidance and codes of practice issued by the Information Commissioner's Office or any other relevant supervisory authority; and



- 13.1.2 the Club is the 'data controller' in respect of the 'personal data' (each as defined in the Data Protection Legislation) it collects, stores, processes and deletes in relation to the Client.
- 13.2 The Club will keep the information the Client provides (with other information it has from the Client's dealings with it and its commercial partners) secure (whether the information is paper based or held in the Club's computerised databases) and will process and use it in accordance with applicable Data Protection Legislation:
- 13.2.1 for the performance of the Club's obligations under the Contract, to administer any services and/or products provided to the Client;
- 13.2.2 only where the Client has given its express consent to receiving communications from the Club, to understand the Client's preferences and profile so that the Club can improve the services it offers and provide the Client with offers that it believes will be of interest to the Client; and
- 13.2.3 only where the Client has given its express consent to receiving communications from the Club, to enable the Club to provide the Client directly with promotional offers, materials or information which the Club believes may be of interest to the Client.
- 13.3 The Club teams up with a selection of carefully chosen commercial partners to bring fans a diverse range of opportunities and offers (including financial services offers) at competitive prices (an up-to-date list of partners and details of the offers they may make can be seen on the Club's website). The Club will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Client's personal data to any commercial partner for the purposes of the Contract. The Club's commercial partners (as applicable) may contact the Client with details of offers by (i) post, (ii) telephone, or (iii) by e-mail, in each case, only where the Client has given its express consent to the Club processing its personal data in such manner and being contacted by a commercial partner of the Club via such means. The Client can withdraw such consent at any time by contacting hospitality@nufc.co.uk.
- 13.4 The Club's commercial partners may let the Club know if the Client has expressed an interest in their offer(s). The Client is under no obligation to buy anything from the Club or any commercial partner to whom the Club may lawfully share the Client's personal data by express consent under this Contract.
- 13.5 The Club may monitor or record calls for security purposes and to improve the quality of our services to the Client.
- 13.6 Further details of the Club's data protection practices and on how the Club will collect, store, process and delete the Client's personal data are set out in the Club's privacy notice (a copy of which is acknowledged when the Client agrees to enter into the Contract) and which can be found on the Club's website.

14. Safeguarding



- 14.1 The Client acknowledges the Club is committed to safeguarding vulnerable groups and expects all staff, players, volunteers, contractors, partners. and guests to share this commitment.
- 14.2 If the Club becomes or is made aware of any circumstances which may impact the Client (or any of its Guests) ability to enter the Stadium or attend the Match safely, the Club may exercise its discretion in raising its safeguarding concerns with the appropriate authorities, volunteers, carers or other relevant group, and take any other appropriate action it deems necessary for your safety.
- 14.3 The Club believes all staff, players, volunteers, contractors, partners, and Guests have a responsibility to report to the Club any inappropriate behaviour and/or concerns they have observed at the Stadium about the welfare of any child, or adult at risk. This includes the Client's (and its Guests') responsibility to make the Club aware of any reason why the Client, its Guests or any children or adults at risk cannot appear in any content (including but not limited to photographs or videos) so that the Club may take any appropriate action accordingly, noting that in accordance with clause 9.1.5, capturing content of any kind (including but not limited to photographs and videos) is generally not permitted inside the Stadium.
- 14.4 The Client acknowledges that the Club has in place a Safeguarding Policy to ensure as far as reasonably practicable all staff, players, volunteers, contractors, partners and guests are treated appropriately, respectfully and safely.
- 14.5 The Client acknowledges the Club expects your physical and verbal behaviour and conduct and that of any Guest to be appropriate at all times and of a manner that maintains the Club's safeguarding approach outlined in clauses 14.1, 14.3 and 14.4.
- 14.6 The Client acknowledges that should your behaviour or that of any of your Guests be deemed as breaching clauses 14.1, 14.3 or 14.4, the Club reserves the right to take appropriate action which may include involving external organisations such as the Police or Local Authority Social Care Services in such action, if deemed necessary.
- 14.7 The Client acknowledges that other than for use as a through pass to the seating area as no alternative route is available, children or young people aged under 18 (eighteen) years of age are not, at any time, permitted to be in licensed bar areas of the Stadium without being accompanied for the entire duration they are present in the area by a responsible person aged eighteen years or older.
- 14.8 The Client acknowledges that, in accordance with the Club's ejection policy, the Club reserves the right to eject any person deemed to have breached Stadium regulations in force from time to time. In the event such a person is identified as being a child or young person aged under eighteen, the Client acknowledges that the accompanying responsible person aged eighteen or over must also leave the Stadium to ensure the welfare of the ejected child



or young person is maintained. Similarly, should the same responsible person be subject of the ejection, the child they are accompanying must also leave the Stadium, unless that presents an immediate safeguarding risk to that child, in which case the Club reserves the right to take appropriate action which may include involving external organisations such as the Police or Local Authority Social Care Services in such action, if deemed necessary.

15. Sexual Harassment

- 15.1 The Client (and any of its Guests) shall not engage in any form of sexual harassment whatsoever. Any form of sexual harassment, whether verbal, physical, or visual, is strictly prohibited and will not be tolerated.
- 15.2 The Club reserves its right to eject the Client or any of its Guests from the Stadium and take any further action it deems necessary (including but not limited to suspension or termination of your Contract) where a Client is deemed to be in breach of clause 15.1. The Client is fully responsible for the behaviour of its Guests, and any breach of clause 15.1 by a Guest of the Client shall be deemed to be a breach by the Client.
- 15.3 The Club also reserves its rights to inform the authorities (including but not limited to the Police) of any behaviour which, in the Club's view, amounts to sexual harassment.

16. Equality and Diversity

- 16.1 In accordance with the guidance detailed within the Equality Act 2010, the Club is committed to ensuring all supporters are treated with equality and respect at all times. The Club acknowledges its duties and responsibilities as defined by the Equality Act 2010 to ensure that supporters and anyone connected with the Club is protected from discrimination, harassment and victimisation. The Club expects all supporters to share this commitment and requires that their behaviour reflects this at all times. The Club reserves the right to eject and subsequently remove the Season Ticket of any supporter found to behave in a manner that does not adhere to the above and the Club may seek further action, such as a ban, for those involved or reporting the matter to the Police.
- 16.2 The Club will proactively work with supporters who feel they have not been treated equally or fairly and commits to taking a balanced and fair approach to the resolution of individual issues or complaints.
- 16.3 In accordance with the Equality Act 2010 the Club will make adjustments in respect of access for supporters with particular needs or disabilities as far as is reasonably practicable. Reasonable adjustments are benchmarked against legislative guidance, industry working practices and guidance and business and time constraints.

17. General



- 17.1 The Match Day Hospitality and associated ticket(s) are made available to the Client and any Guests on a non-transferable basis and shall not be transferred or re-sold under any circumstances (except as expressly provided elsewhere in the Contract).
- 17.2 The Client shall not assign this Contract or its rights and/or obligations under it or grant any rights whatsoever by way of sub-contract, licence, or otherwise to any other person in respect of the Match Day Hospitality.
- 17.3 The Club may assign and/or sub-contract any of its rights and/or obligations under this Contract with the Client.
- 17.4 Any person who is not a party to this Contract shall not be entitled to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 17.5 The Club may, from time to time, create images, audio content, visual content and/or audio-visual video footage which may include those in attendance at the hospitality areas and/or the Stadium. The Club's CCTV and Imaging Policy and its Privacy Notice are available via the Club's website. By agreeing to the terms of the Contract, the Client agrees (including for and on behalf of Guests) that the Club owns all rights in such images and footage and shall be entitled to use the same for the purpose of (i) promoting the Club and its commercial partners; and (ii) any other Club commercial activity.
- 17.6 This Contract is subject to English Law and the parties submit to the exclusive jurisdiction of the courts of England and Wales.



Annex

European Competition (Season 2026-2027)

I. Terms and Conditions

I.1 The Client shall be entitled to purchase hospitality (of the same specification as Match Day Hospitality) at European Competition Match(es) in the European Competition ("**European Competition Match Day Hospitality**"):

I.1.1 at either:

I.1.1.1 all European Competition Matches in the League Phase (sold by the Club collectively as a single purchase option);
or

I.1.1.2 (subject to availability, at the Club's sole discretion) a single European Competition Match in the League Phase;

I.1.2 at any European Competition Match in a Knockout Stage thereafter, where relevant, **provided that** the Client opted in and paid for each of the European Competition Matches in the League Phase and (if applicable) for each of the European Competition Match(es) in the Knockout Stage immediately preceding it.

I.2 Subject always to the Client's adherence to and satisfaction of the eligibility criteria set out in clause I.1.1.1 and (as the case may be) clause I.1.2 above, the Client shall have a right of first refusal to European Competition Match Day Hospitality for any Knockout Stage of the relevant European Competition.

I.3 If the Client:

I.3.1 elects to attend any League Phase European Competition Match but then defaults in payment; or

I.3.2 elects not to attend any Knockout Stage European Competition Match in respect of which the Client is eligible to submit a request for access under paragraph I.1 above;

the Client loses its right to access European Competition Match Day Hospitality for **all** subsequent Knockout Stage(s) in the European Competition for the remainder of the Season.

I.4 Individual European Competition Match requests will not be accepted, since access to European Competition Match Day Hospitality for all European Competition Matches in the League Phase will be sold in the first instance collectively as a single purchase option, save as provided expressly in clause I.1.1.2 above or otherwise at the Club's sole discretion in relation to any European Competition Match in a Knockout Stage.



- I.5 If the Client pays the Contract Price via direct debit for Matches other than European Competition Matches and opts in to purchase, and is eligible for, European Competition Match Day Hospitality in accordance with the Terms and Conditions of this Annex, the Client may make payments for European Competition Match Day Hospitality as part of the Client's total Contract Price (as defined in the Terms and Conditions) via direct debit and in accordance with clause 7 of the Terms and Conditions.
- I.6 The European Competition Terms and Conditions shall be supplemental to the Terms and Conditions. Should there be a conflict between the Terms and Conditions and the European Competition Terms and Conditions, the European Competition Terms and Conditions shall prevail in respect of European Competition Match Day Hospitality.